



City of Sidney, MT
City Council Regular Meeting 3-2-26
March 02, 2026 6:30 PM
115 2nd Street SE | Sidney, MT 59270

The City Council meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or 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. [February 17th, 2026 Regular Meeting Minutes](#)
 - b. [February 17th, 2026 Closed Executive Meeting Minutes](#)
5. Visitors
6. Public Hearing
7. Mayor Norby
 - a. Update
8. Committee Meeting Work
 - a. [Public Works Committee-Report](#)
 - b. [Budget and Finance Committee 2-23-26: MSA's for RFQ's on On-Call Engineering, Planning and Grant Writing/Administration](#)
 - c. [Public Safety Committee: Report](#)
9. Alderman Requests and Committee Reports
 - Budget and Finance** – Chairman Christensen – DiFonzo, Buxbaum, Skinner
 - Public Works** – Chairman DiFonzo – Larson, Christensen, Harris
 - Public Safety** – Chairman Buxbaum – Rasmussen, Kauffman, Creek

10. Unfinished Business

11. New Business

[a.](#) Downtown Master Plan Approval

12. City Planner

13. City Attorney

a. Update

14. Chief of Police

a. Update

15. Public Works Director

a. Update

[b.](#) B&B Work Order #8 for Bathroom and Entry at Shop (SLIPA Grant) \$86,762.79

[c.](#) B&B Work Order #9 for Office and Locker at Shop (SLIPA Grant) \$142,482.88

[d.](#) MDT TA 22nd Ave Bike Path-Agreements

16. Fire Marshal/Building Inspector

17. City Clerk/Treasurer

a. Update

b. Local Government Review Meeting and Public Hearing 3-5-26

Public Hearing on the Change of Form of Government-Mayor/Council vs City
Manager/Council

18. Consent Agenda

[a.](#) Claims to be approved: \$91,728.00

Intermediary Claims: \$10,053.31

Red Hot Fire Extinguishers \$722.50

USA Bluebook \$8,202.46

USPS \$1,128.35

[b.](#) Building Permits to be approved: 2026-031

19. Adjournment



City of Sidney, MT
City Council Regular Meeting 2-17-26
February 17, 2026 6:30 PM
115 2nd Street SE | Sidney, MT 59270

The City Council meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or via phone:

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

1. Call to Order

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

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

Buxbaum, Kauffman, and DiFonzo. Via zoom: Christensen, Rasmussen, and Larson.

4. Correction or Approval of Minutes

a. February 2nd, 2026 Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Buxbaum, Seconded by Alderman DiFonzo.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

b. February 2nd, 2026 Closed Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman DiFonzo.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

5. Visitors

Tom Kalil (City Attorney, via Zoom), James Falcon (Sidney Herald, via Zoom), Jordan Mayer (Interstate Engineering), Evelyn Gonzalez, Asle Everett, Shane Goergen, Axyl Braun, and Aiyana Kirn.

6. Public Hearing

Nothing.

7. Mayor Norby

a. Update

Nothing.

b. Appoint to the Conservation Board-Heather Luinstra

Motion was made to appoint Heather Luinstra to the Conservation Board.

Motion made by Alderman Kauffman, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

8. Committee Meeting Work

a. Call for a Special Committee-Review RFQ's On-Call Professional Engineering, Planning and Grant Writing/Administration Services

Monday, February 23rd at 5:30pm Alderwoman Christensen, Alderman DiFonzo, and Alderman Kauffler will meet as a special committee to review RFQ's On-Call Professional Engineering, Planning, and Grant Writing/Administration Services.

b. Budget and Finance: TBID Fee

Alderman DiFonzo presented an overview of the Budget and Finance Committee meeting from February 10th. During the committee meeting there was discussion of collecting an administration fee of 6% of the TBID receivables as stated in city code. City staff collects the quarterly reports from the eight participating hotels, creates the invoices, receives the payments, and issues the payment to the TBID, along with attending TBID monthly meetings.

Motion was made to approve the City of Sidney collecting 6% of the TBID receivables.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

c. Budget and Finance: City Hall Updates

Alderman DiFonzo stated that the Budget and Finance Committee February 10th meeting discussed a few non-ADA compliant areas of City Hall, including an automatic door for the city

council chambers, kick plates below the front counter, and removing the automatic door closures on the public bathrooms. The City has excess funds from the 2024 remodel left to cover the costs of these changes to become ADA compliant.

Motion was made to approve solicitation of work orders for City Hall ADA Compliant updates.

9. Alderman Requests and Committee Reports

Budget and Finance – Chairman Christensen – DiFonzo, Buxbaum, Skinner

Public Safety – Chairman DiFonzo – Rasmussen, Kauffman, Creek

Public Works – Chairman Christensen – Larson, Christensen, Harris

Nothing.

10. Unfinished Business

Nothing.

11. New Business

Nothing.

12. City Planner

Nothing.

13. City Attorney

a. Update

Nothing.

b. Resolution No. 3968- Ratification of Growth Policy as Approved by Richland County

City Attorney Kalil presented Resolution No. 3968- Ratification of Growth Policy as Approved by Richland County.

Motion was made to approve Resolution No. 3968- Ratification of Growth Policy as Approved by Richland County.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Larson.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

14. Chief of Police

a. Update

Chief Kraft was happy to announce a new patrol officer was sworn in for duty on Monday and that interviews held last week for patrol officers went well pending back ground checks.

15. Public Works Director

a. Update

PW Director Hintz stated that public works staff have been busy cleaning and purging at the city shop and work done to the offices and restroom are almost complete. He also stated the public works staff is ready to come to work early tomorrow morning for snow removal and garbage collection with the storm blowing in.

b. B&B Work Order #5-Veteran's Park Pavilion \$40,408.00

PW Director Hintz presented B&B Work Order #5-Veteran's Park Pavilion \$40,408.00 which is budgeted for in the parks general fund. This is a work order to replace two fascia boards that are deteriorating and to pressure wash and stain the remaining boards. The work order also includes coating the exterior CMU with anti graffiti material. Alderman DiFonzo asked if the Veteran Park restrooms are in good condition currently or needing some updates. PW Director Hintz replied that the restrooms were remodeled four or five years ago and in good condition, Alderman Kauffman asked if the anti graffiti material has been tested to work. PW Director Hintz stated that material has been used at Richland County Fair buildings and works well.

Motion was made to approve B&B Work Order #5-Veteran's Park Pavilion \$40,408.00.

Motion made by Alderwoman Buxbaum, Seconded by Alderman Kauffman.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

c. B&B Work Order #6-Shop Doors \$14,030.0

PW Director Hintz presented B&B Work Order #6-Shop Doors \$14,030.00. This work order is budgeted for on the SLIPA project for replacing doors at the city shop. Alderman Kauffman asked if the work order is for \$14,030.00 or for \$21,978.00 as both estimates are in the agenda packet for review. The documents were reviewed again and the correct work order is for \$21,978.00, which is the \$14,030 work order plus labor and material for a door on the west side of the city shop and adding a closure to the northeast exterior door at the city shop.

Motion was made to approve B&B Work Order #6-Shop Doors \$21,978.00

Motion made by Alderman DiFonzo, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

d. B&B Work Order #7-WWTP AC & Heater \$7,640.00

PW Director Hintz presented B&B Work Order #7-WWTP AC & Heater \$7,640.00 that is budgeted for in the wastewater fund. This work order is to install a hotel style air conditioner/heater unit at the Wastewater treatment plant in the electric room. This room has a louvered vent currently and gets warm in the summer heat. The work will replace the louvered vent and place the hotel style air conditioner/heater in its place.

Motion was made to approve B&B Work Order #7-WWTP AC & Heater \$7,640.00.

Motion made by Alderwoman Buxbaum, Seconded by Alderwoman Christensen.
Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

16. Fire Marshal/Building Inspector

Nothing.

17. City Clerk/Treasurer

a. Update

Deputy Clerk/Treasurer Schmierer stated to the council that a trio of tours is scheduled for Friday, March 13th for them, special committee members, and city hall office staff. The tours would start at 1:00pm on the 13th to tour the water treatment plant, the wastewater plant, and the city shop to get a better understanding of the city departments.

18. Consent Agenda

Motion was made to approve the claims and building permits.

Motion made by Alderman Kauffman, Seconded by Alderwoman Larson.
Voting Yea: Alderman Kauffman, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

a. Claims to be approved: \$144,728.16

Intermediary Claims:

b. Building Permits to be approved: RC2026-22, RC2026-23, and 2026-30

19. Adjournment

a. Closed Executive Session-200,000 Gallon Tank Litigation

A Closed Executive Session was held regarding the 200,000 Gallon Tank Litigation from 6:56pm to 7:24pm.

20. Adjournment

at 7:24pm.



City of Sidney, MT
Public Works Committee Meeting
February 18, 2026 5:30 PM
115 2nd Street SE | Sidney, MT 59270

Committee meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or via phone:

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

1. Call to Order

Alderwoman Buxbaum called the Public Works Committee to order at 5:30pm.

2. Pledge of Allegiance

All present stated the Pledge of Allegiance.

3. Committee Members Present

Alderwoman Buxbaum (for Alderman DiFonzo), Alderwoman Larson (via Zoom), Mr. Harris

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

4. Correction or Approval of Minutes

Clerk/Treasurer Chamberlin stated she will provide the January minutes at the March meeting for approval.

5. Visitors

None.

6. Monthly Reports

a. January 2026 Public Works Report

PWD Hintz provided the January 2026 Public Works Report, stating it was a quiet month giving them the opportunity to work on some major improvements at the shop and if everyone participates in the tours on the 13th, they will see the changes made, including lighting improvements.

Alderwoman Buxbaum asked is there has been any issues with sewers freezing and PWD Hintz stated there has been two calls but they were internal service line issues and not the city's

problem. Alderwoman Buxbaum asked if there has been any resolve to the flooding issue at the lagoon and PWD Hintz stated they did submit the claim from when the headworks flooded in July and MMIA has paid. Clerk/Treasurer Chamberlin stated the claim reimbursement was for approximately \$16,000. Alderwoman Larson asked if past freezing sewer lines were our fault and PWD Hintz stated generally not as our lines are deep enough and/or have been rectified.

Mr. Harris asked if the lighting improvements was to upgrade to LED and PWD Hintz stated yes and it has improved the lighting at the shop immensely.

7. New Business

Nothing.

8. Unfinished Business

a. Public Works CIP Polices and Goals

Clerk/Treasurer Chamberlin stated she contacted the auditor and asked if the city would be allowed to combine like CIP funds into one large fund and he stated we could do this during the budget process via resolution. She provided the list of funds, color coded to show like funds in similar color that could be combined together.

The Committee discussed that the CIP fund are generally funded out of the Oil and Gas Fund and how operations, maintenance and improvements are also funded above these. The Committee discussed the importance of the Street Maintenance Fund and its rates becoming self-sufficient to fund equipment and improvements that are currently being budgeted out of the CIP funds and the importance of getting strategic planning for the street department for equipment and improvements to accomplish this. The Committee asked to add to the March agenda to start investigating the Street Maintenance rates for covering all operations and equipment costs and the CIP fund is for saving for large projects only.

The Committee reviewed the several Parks CIP funds and discussed the merits of having the Pool CIP, Bike Path CIP, and City Hall CIP separate, but combining the other funds would be beneficial to have 4 other park CIP funds consolidated into one.

It was the general consensus of the Public Works Committee to have a Pool CIP, Bike Path CIP, Parks CIP, and one Street Capital Project CIP and to start looking at the rates for the street maintenance assessment.

Clerk/Treasurer Chamberlin asked to create a new policy and monetary goals for the CIPs and report back for final approval.

b. Garbage Assessment Code Review/Update (request to table until March)

PWD Hintz stated he, Garbage Superintendent Meisel and Clerk/Treasurer Chamberlin are working on defining the current business types within the City's current code, also looking at the

rate multiplier versus pickups and adding in additional multipliers for things like daily pickup or additional cans so that rates are more equitable. Also discussed is the City looking into registrations for different types of businesses, such as rentals or Air B&B's to help account for how rates should be applied.

9. Comments and Questions from the Committee

Mr. Harris stated in the minutes he read the Police Department are getting new rifles and inquired what was happening with the old rifles and Clerk/Treasurer Chamberlin stated Chief Kraft was pursuing either trading them in or selling them to the officers for fair market value. He then asked what happened to the police cars and Clerk/Treasurer Chamberlin stated lately we have been lucky on good trade in value but when we have not gotten a good trade in value we have utilized them by shifting them to another department such as the City Hall vehicle for

Mr. Harris asked about the track hoe that they leased the previous year for approximately \$48,000 and PWD Hintz stated it was for work cleaning out the lagoon cell and the detention pond work. Mr. Harris stated leasing is not a good option versus purchasing and PWD Hintz agreed but these were one-off projects that saved the city money and since the city does not do major projects in house as much anymore we do not have the need or the ability to transfer a track hoe to merit purchasing one.

10. Adjournment

at 6:23pm.



City of Sidney, MT
 Budget and Finance Committee Meeting for RFQ's 2-23-26
 February 23, 2026 5:30 PM
 115 2nd Street SE | Sidney, MT 59270

Committee meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or via phone:

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

1. Call to Order

Alderwoman Christensen called the special meeting of the Budget and Finance Committee to order at 5:30pm.

2. Pledge of Allegiance

All present stated the Pledge of Allegiance.

3. Committee Members Present

Alderwoman Christensen, Alderman DiFonzo, Alderman Kauffman

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

4. Visitors

None.

5. New Business

a. RFQ for On-Call Services for Engineering, Planning and Grant Writing Administration Services

The Budget and Finance Committee reviewed the RFQ's for all four submittals. PWD Hintz stated the City has great working relationships with all of the firms except Triple Tree, but they are teamed up with City Planner Sanderson and he recommends them. Clerk/Treasurer Chamberlin stated the purpose of the RFQ was to have one or more Master Service Agreements on the shelf to be ready should the city have a project that need engineered, planning they need assistance with or grant assistance. PWD Hintz recommended offering MSA's to all four of the submitting firms. Alderman Kauffman stated he liked the idea of offering to all four, building the relationship with Triple Tree and Alderwoman Christensen agreed. Alderman DiFonzo asked if they will be okay with doing more than one MSA and Clerk/Treasurer Chamberlin stated that was stated in the

RFQ. She stated by approving the MSA's today there is no financial obligation, rather when an item comes up and budget authority is present the Council will review the provided RFQ's to determine which firm is most qualified and offer them a task order for that item, which will then determine the cost.

Motion was made to recommend approval of offering Master Service Agreements to all four submitting firms.

Motion made by Kauffman, Seconded by DiFonzo.

Voting Yea: Christensen, DiFonzo, Kauffman

Clerk/Treasurer Chamberlin stated usual MSA's are for 5 years and asked for a general consensus of having City Attorney Kalil draft a generic MSA for a term of 5-years for City Council and it was the general consensus of the Budget and Finance Committee to do so.

- b. RFQ-Morrison Maierle
- c. RFQ-Triple Tree/Peaks Planning
- d. RFQ-Interstate Engineering
- e. RFQ-SDI Architects

6. Adjournment

at 5:41pm



City of Sidney, MT
Public Safety Committee Meeting 2-24-26
February 24, 2026 4:30 PM
115 2nd Street SE | Sidney, MT 59270

Committee meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or via phone:

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

1. Call to Order

The Public Safety Meeting was called to order at 4:30pm.

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Committee Members Present

Buxbaum, Kauffman, Rasmussen, and Creek.

4. Correction or Approval of Minutes

a. January Meeting Minutes

Motion was made to approve the January Public Safety Committee Meeting Minutes.

Motion made by Buxbaum, Seconded by Rasmussen.

Voting Yea: Kauffman, Buxbaum, Rasmussen, Creek

5. Visitors

Sidney High School students: Rhys Larson, Rylan Johnson, Haydyn Gairrott, and Aiden Rasmussen.

6. Monthly Reports

a. January 2025 Police Report

Chief Kraft was unable to attend the meeting and previously provided the committee with the January 2026 Police Report.

7. New Business

None.

8. Unfinished Business

- a. Police (4020 and 4021) and Fire (4040) CIP Accounts-Policies and Goals (table until March meeting)

Motion was made to table the Police (4020 and 4021) and Fire (4040) CIP Accounts-Policies and Goals until the March meeting.

Motion made by Buxbaum, Seconded by Rasmussen.
Voting Yea: Kauffman, Buxbaum, Rasmussen, Creek

- b. Nuisance Code Update

Motion was made to table the Nuisance Code updates until the March meeting.

Motion made by Rasmussen, Seconded by Buxbaum.
Voting Yea: Kauffman, Buxbaum, Rasmussen, Creek

9. Comments and Questions from the Committee

None.

10. Adjournment

at 4:34pm.

DOWNTOWN SIDNEY

Master Plan 2026



Sidney



The Sunrise City

Cheryl Lott
Elaine Johnson

DRAFT 2026

ACKNOWLEDGMENTS

SIDNEY CITY COUNCIL

- Mayor Rick Norby
- Tami Christensen
- Kali Buxbaum
- Jamie Larson
- Joe Kauffman
- Kysa Rassmussen
- Frank DiFonzo

RICHLAND COUNTY COMMISSIONERS

- Duane Mitchell
- Loren Young
- Shane Gorder

STAKEHOLDERS AND PUBLIC PARTICIPANTS

Special recognition is due to Sidney's highly engaged community for its strong support and enthusiastic participation throughout this planning process. The many residents from within the City of Sidney and across Richland County, along with local business owners and visitors, who generously shared their time, insight, and local knowledge are too numerous to name individually. Their contributions were invaluable and played a critical role in shaping the Downtown Master Plan.

CITY OF SIDNEY KEY CONTRIBUTING STAFF

- Jeff Hintz, Public Works Director
- Jessica Chamberlin, City Clerk/Treasurer
- Stephanie Ridl, Parks Superintendent

FUNDING

The Sidney Downtown Master Plan was possible through funding support from the Montana Main Street Program and the Community Development Block Grant program administered by the Montana Department of Commerce. These funding sources provided the resources necessary to support meaningful public engagement, technical analysis, and the development of a clear, community-driven vision for downtown Sidney. Implementation of the plan is guided by the Montana Main Street Program's Four-Point Approach, ensuring that future efforts are coordinated, strategic, and grounded in long-term economic vitality.



CONTENTS

EXECUTIVE SUMMARY	5	VISION, MISSION, AND VALUES	55
Purpose of the Master Plan	6	Vision Statement	55
Summary of Community Priorities.....	7	Mission Statement	55
INTRODUCTION	8	Core Values.....	55
PUBLIC ENGAGEMENT	9	ECONOMIC VITALITY	56
EXISTING CONDITIONS ANALYSIS	14	Economic Vitality Recommendations.....	57
MDT SUMMARY	18	IDENTITY, PLACEMAKING, AND	
BIKING IN DOWNTOWN SIDNEY	19	EXPERIENCE	63
BUILT ENVIRONMENT ANALYSIS	21	Identity, Placemaking & Experience	
Block 1	23	Recommendations.....	64
Block 2	25	PUBLIC REALM AND STREETSCAPE	71
Block 3	27	Public Realm and Streetscape	
Block 4	30	Recommendations.....	74
Block 5	32	MOBILITY AND ACCESS	76
Block 6	34	Mobility and Access Recommendations	78
Block 7	36	ORGANIZATION AND PARTNERSHIP	81
Block 8	38	Organization and Partnership	
Block 9	40	Recommendations.....	82
Context Area	43		
Land Use and Zoning Assessment	45		
Infrastructure and Utilities Overview	46		
Building Stock and Ownership Patterns	47		
Circulation and Connectivity Conditions.....	49		
Physical Opportunities and Constraints.....	53		
Community Assets and Concerns	54		



EXECUTIVE SUMMARY

Downtown Sidney remains the civic and commercial anchor of the Lower Yellowstone Valley, serving both its 6,200 residents and a wider rural region that relies on Sidney for essential services, retail, dining, and entertainment. The downtown area includes approximately 75 buildings, a mix of civic institutions, small businesses, and long-standing anchors such as Meadowlark Brewing, Yellowstone Mercantile, and the Centre Theatre. These assets give downtown a solid foundation, yet the community recognizes clear opportunities to improve its appearance, vitality, and sense of identity.

This Master Plan provides Sidney with a realistic and community-driven roadmap for reinvestment. It responds directly to the priorities expressed through public engagement, drawing on 288 survey responses, three focus groups, a design charrette, and a public workshop. Residents were honest about downtown’s weaknesses, often describing it as “old,” “tired,” or “rundown,” but they were also clear about what they want the area to become. Their input shaped every chapter and recommendation.

THROUGHOUT THE ENGAGEMENT PROCESS, SEVERAL CENTRAL THEMES EMERGED:

- Residents want filling vacant storefronts to be a top priority, with 79% identifying it as the most needed improvement.
- Building façades scored a 2.6 out of 5 on average, and 65% of survey respondents said they need significant upgrades.
- Public space improvements ranked highly, including more greenery (64%), outdoor seating (46%), and outdoor dining (44%).
- There is consistent demand for additional retail and specialty shops (78%), more dining options (65%), and more entertainment options (63%). However, further stakeholder research revealed that workforce and rental space availability create roadblocks for these tenants.

These findings reveal a downtown with strong activity patterns but visible gaps. Sidewalks range from well-maintained to deteriorated. Several intersections lack clear markings or ADA facilities. Highway 16 carries heavy freight traffic, with Truck Route 488 recording up to 5,000 vehicles per day, creating safety challenges for pedestrians and undermining the public realm. At the same time, four long-term vacant lots break the continuity of key blocks.

The Master Plan builds a practical path forward. It outlines steps to strengthen local businesses, encourage reinvestment, upgrade the public realm, improve walkability, and reinforce Sidney’s rural identity. The plan is structured to help the City and its partners implement strategies at a manageable pace, supported by a realistic understanding of local resources and staffing. Ultimately, the plan sets the stage for a stronger, more inviting, and more active downtown that serves the community today and for decades to come.



PURPOSE OF THE MASTER PLAN

The Downtown Sidney Master Plan was created to guide the community through a coordinated and achievable revitalization effort. Downtown plays a critical role both locally and regionally, and the plan provides a structured approach to protect that role while encouraging new investment and activity. It establishes a clear vision for the downtown environment and offers a set of strategies that align community priorities, public investment, private development, and organizational support.

Sidney's downtown faces familiar rural challenges. Buildings vary widely in age and condition. Several upper floors remain unused, many for decades. Vacancies and deferred maintenance create perceptions of decline. Walkability is limited by inconsistent sidewalk conditions and high-volume truck traffic. Despite these issues, residents continue to rely on the area every day. More than 68% of survey respondents visit downtown at least a few times per week, and 37% visit daily or almost daily. This level of daily use underscores the importance of strategic reinvestment.

THE PLAN'S PURPOSE CENTERS ON SEVERAL KEY FUNCTIONS:

- It defines a shared vision for how downtown should look, feel, and perform.
- It organizes improvements into short-, medium-, and long-term actions that reflect community capacity.
- It integrates land use, design, mobility, economic development, and public space strategies into a single, cohesive document.
- It supports the City and its partners in pursuing funding by identifying clear projects and realistic cost ranges.
- It establishes a practical structure for collaboration and shared accountability among public, private, and nonprofit partners.

The Master Plan is not a set of hypothetical ideas. It is a working document that provides the steps necessary to improve building conditions, activate vacant lots, strengthen local businesses, and enhance the public realm. Its purpose is to guide decisions, coordinate local efforts, and ensure that future projects align with the identity and goals of the community.

SUMMARY OF COMMUNITY PRIORITIES

Community input shaped every element of this Master Plan. The survey, focus groups, public workshop, and visioning boards revealed clear and consistent preferences across demographic groups. Residents value Sidney's historic buildings, rural setting, and small-town identity, but they want a downtown that feels more vibrant, welcoming, and well-maintained.

A striking pattern emerged in the survey results. When asked to describe downtown today in one word, the most common responses were "old," "boring," "tired," and "empty." When asked to describe their vision for downtown ten years from now, residents chose words such as "vibrant," "thriving," "welcoming," and "revitalized." This contrast reflects the community's strong desire for improvement and its optimism about what downtown can become.

COMMUNITY FEEDBACK CONSISTENTLY CENTERED ON SEVERAL PRIORITIES:

- Reinvestment in buildings. Nearly half of respondents rated building conditions as "adequate," while 32% rated them "poor." Residents identified façade improvements and filling storefronts as the most important steps the City and its partners can take to strengthen downtown.
- More things to do. Retail and specialty shops led the business demand at 78%, followed by dining at 65% and entertainment options at 63%. Residents also mentioned family-friendly activities, indoor recreation, and late-night offerings.
- A better public realm. More greenery, seating, outdoor dining, shade, and accessible sidewalks were mentioned repeatedly. Board participants also emphasized the need for street trees, quality public art, benches, and improved lighting.
- A stronger sense of identity. More than 60% of survey respondents identified Sidney's historic character as a core element of downtown's identity, and many emphasized that future improvements must feel authentic, not overly themed or decorative.

Safety and accessibility appeared throughout engagement. Specific intersections were marked as unsafe during the workshop, including East Main and 2nd Avenue NE, and 3rd Avenue NW and East Holly Street. Residents expressed concerns about faded striping, missing crosswalks, long crossing distances, and insufficient ADA facilities.

Participants also highlighted organizational needs. They want better coordination among the City, Chamber, Richland Economic Development, and civic groups. Many praised existing events but said the community needs more consistent programming, better communication, and a shared sense of responsibility for downtown improvements. Several noted that more than 100 nonprofit and civic organizations are active in the area, and many are willing to contribute if given clear roles.

Taken together, these priorities form a strong and unified message. Sidney wants a downtown that looks better, performs better, and reflects the values of the community. Residents want reinvestment that respects the district's heritage while creating new opportunities for businesses, families, and visitors. This Master Plan is built around those priorities and provides a clear path to achieve them.

INTRODUCTION

Sidney serves as county seat of Richland County and functions as the primary service hub for the Lower Yellowstone Valley, drawing residents from eastern Montana and western North Dakota. Positioned north of the Yellowstone River along U.S. Highway 16, the city blends small-town character with regional influence.

With a population of just over 6,200, Sidney's economy is driven by agriculture, energy production, and supporting industries. **Downtown serves as the civic and cultural center of the community, home to host city and county offices, banking institutions, retail, dining, and entertainment.** Its compact main street core, shaped by early 20th-century development, is complemented by infill development and auto-oriented businesses.

The Sidney Downtown Master Plan was made possible through funding support from the Montana Department of Commerce's Montana Main Street Program and the Community Development Block Grant (CDBG). These programs invest in strengthening local economies, revitalizing commercial districts, and enhancing quality of life, priorities that directly align with Sidney's vision for a vibrant, resilient downtown. Their partnership allowed the community to complete a comprehensive planning process grounded in local input, economic analysis, and long-term strategic thinking.

Implementation of the Master Plan will follow the Montana Main Street Program's established four-point approach:

1. Organization

2. Promotion

3. Design

4. Economic Vitality

This framework provides a proven structure for guiding local leadership, fostering community partnerships, enhancing downtown aesthetics, and supporting long-term economic growth. By applying this approach, Sidney can move forward with coordinated, achievable steps that translate the community's priorities into real, visible improvements.



HISTORICAL AND ECONOMIC DRIVERS

Downtown Sidney's historical growth has been tied to its role as a trade, service, and civic center for the Lower Yellowstone Valley. Agriculture laid the initial economic foundation, boosted by rail connections and irrigation systems that supported a thriving commercial core. Civic landmarks such as the Richland County Courthouse, MonDak Heritage Center and Art Gallery, and the Sidney-Richland County Library established downtown as both the seat of the county government and a central gathering place for the community.

In the mid-20th century, oil and gas development brought new investment and diversified Sidney's economy, shaping the mix of services, retail, and infrastructure downtown. The community experienced two major "booms" tied to these industries—first in the mid-1970s with the Red River Formation and later between 2011 and 2014 with the Elm Creek Coulee Formation. Each period left a visible mark on the local economy and downtown activity, driving waves of growth followed by quieter years of adjustment.

PUBLIC ENGAGEMENT

Public engagement for the Downtown Sidney Master Plan was conducted through multiple opportunities for residents, business owners, property owners, and community stakeholders to share their ideas and priorities. These activities were designed to reach a broad cross section of the community and ensure that the plan reflected local needs and aspirations.

OUTREACH COMPLETED

FOCUS GROUPS

Three focus groups with a combined total of 17 participants, representing businesses, property owners, long-term residents, and community organizations.

STEERING COMMITTEE MEETING

Two sessions with community leaders and stakeholders to identify challenges, opportunities, and priorities for revitalization.

PUBLIC VISIONING WORKSHOP

Hosted in Meadowlark Public House on August 12, 2025, interactive boards gathered feedback on building design, public spaces, streetscapes, and pedestrian/bicycle improvements. Approximately 20 members of the public participated.

DOWNTOWN VISIONING SURVEY

Launched online on August 4, 2025, and open through August 25, 2025, with 288 responses. Survey participation was promoted through the city, area businesses, stakeholders, steering committee, local organizations, and direct outreach.

DESIGN CHARRETTE

Hosted at City Hall on September 26, 2025, dozens of downtown stakeholders and members of the public participated in five different charrette stations, covering infill development, building façade rehabilitation, interior uses of underutilized buildings, streetscape standards, and plaza designs of the lot next to City Hall.

EMAIL UPDATES

Regular project updates have been emailed to interested community members, keeping them informed about engagement opportunities and project milestones.

KEY TAKEAWAYS FROM ENGAGEMENT



“When downtown thrives, the whole community thrives. Investing in downtown Sidney is an investment in ourselves.”

Rick Norby
Mayor of Sidney

STRONGER DOWNTOWN IDENTITY

- The community wants a cohesive look and feel through building design, signage, and coordinated streetscape features.
- 70% supported festivals and public events.
- 64% supported unique local businesses.
- 60% supported historic buildings and character as anchors of identity.

EXPANDED DINING, RETAIL, AND EVENTS

- There is strong demand for more restaurants, cafés, specialty shops, and consistent year-round programming.
- 78% supported more retail and specialty shops.
- 65% supported more dining and cafés.
- 63% supported more entertainment and nightlife.
- Events are also a priority, with 70% supporting more festivals, 69% supporting concerts or performances, and 57% supporting farmers' markets.

PUBLIC SPACE ENHANCEMENTS

- Residents want more greenery, seating, gathering areas, and pedestrian-friendly amenities.
- 64% supported more greenery and landscaping.
- 46% supported more seating and public gathering areas.
- 44% supported more outdoor dining areas.
- Comments highlighted a need for better sidewalks, cleanliness, and more places for families to gather.

ADDRESSING VACANCY AND BUILDING CONDITION

- Reinvestment in vacant and underutilized properties was a top concern.
- 79% identified filling vacant storefronts as a priority.
- 65% identified improving building façades.
- Open-ended responses often mentioned Village Square Mall and other key vacant properties as redevelopment priorities.

IMPROVED CONNECTIVITY AND SAFETY

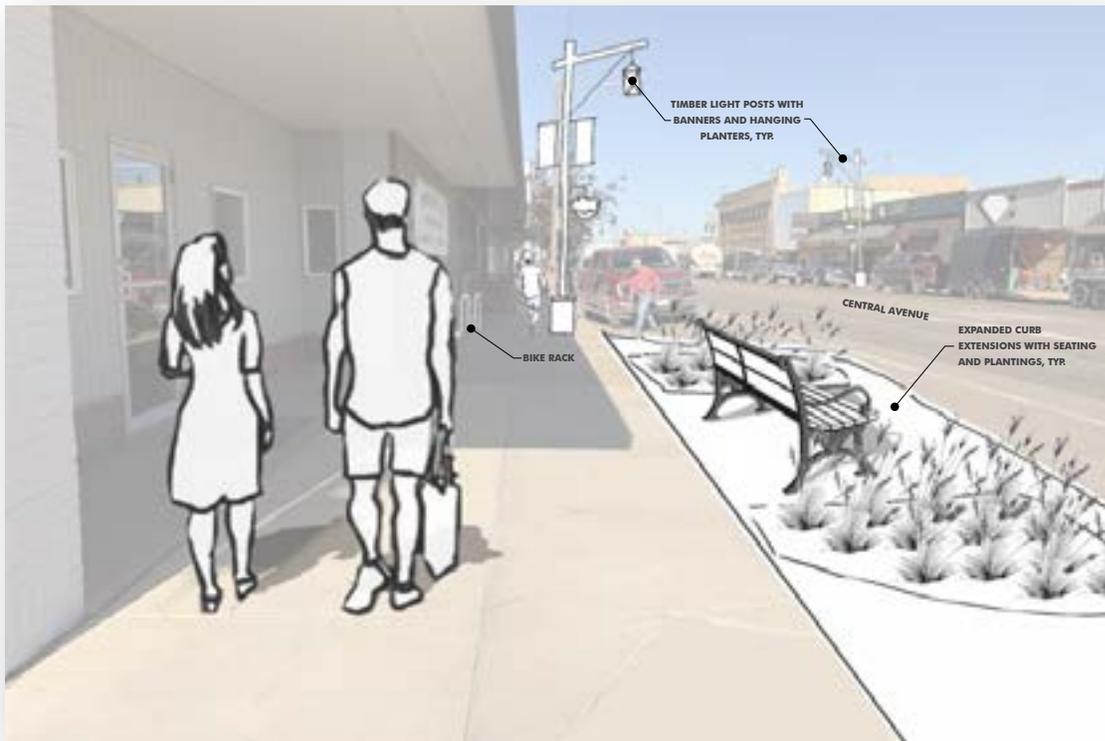
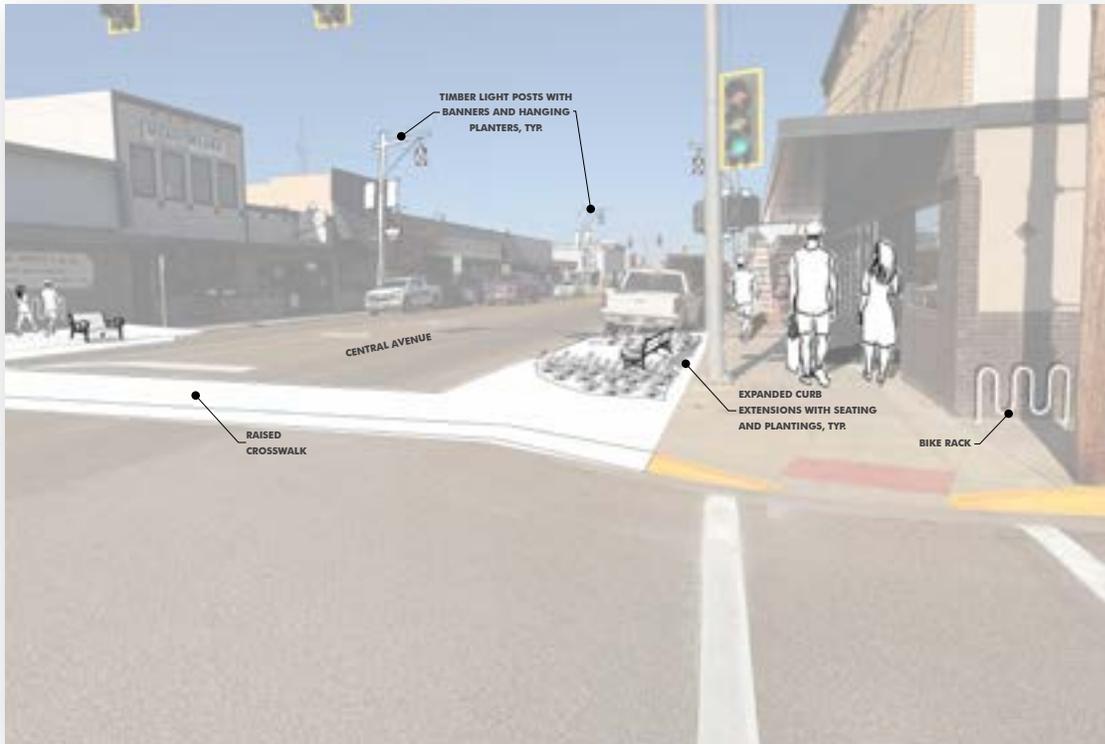
- Respondents support better pedestrian and bicycle infrastructure, safer intersections, and calming traffic on Main Street.
- While 10% selected bike lanes or bike parking as a top three priority, comments indicate broader concern about walkability, parking, and traffic safety.
- Many respondents emphasized improved sidewalks, crosswalks, and ADA accessibility as key safety issues.



2024 Sunset Festival | Photo Credit (PC): Sidney Area Chamber of Commerce and Agriculture

DESIGN CHARRETT RESULTS

The following designs are the result of the design charrett.





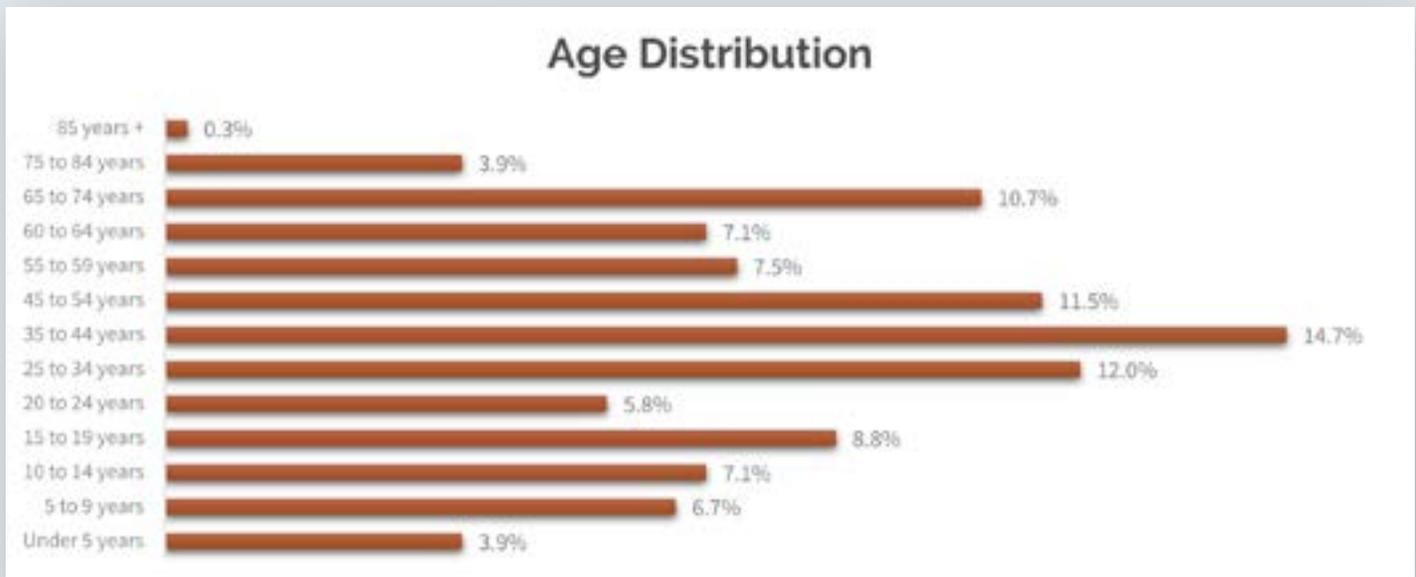
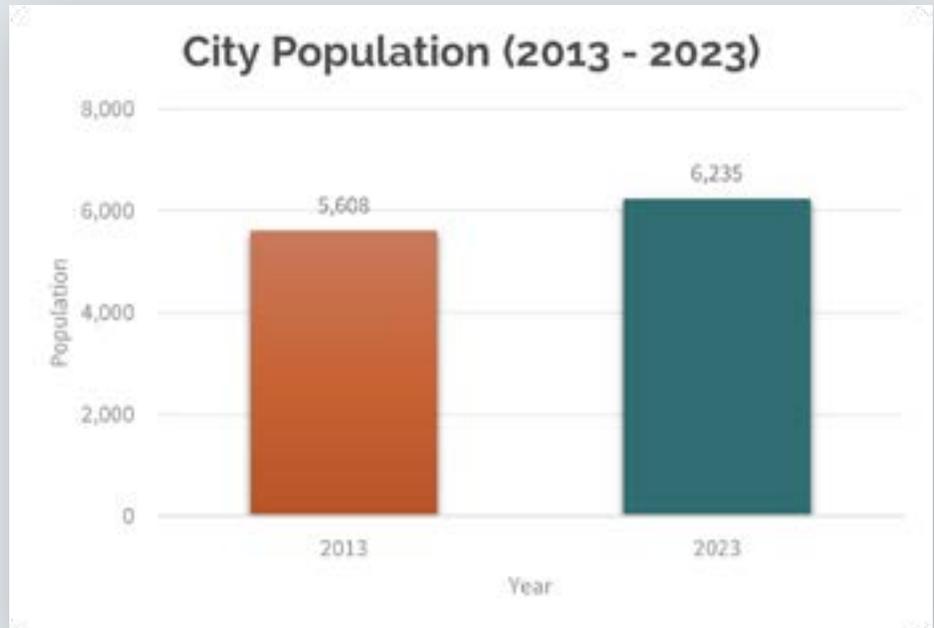
EXISTING CONDITIONS ANALYSIS

Downtown Sidney serves as the civic and commercial center of Richland County, characterized by its historic buildings, local businesses, and key public institutions. Its traditional main street layout focused around Central Avenue and Main Street, blends legacy storefronts such as the Cheerio Lounge with auto-oriented infill development. While the area retains strong anchors and a walkable core, gaps in the urban fabric, underutilized parcels, and infrastructure inconsistencies present both challenges and opportunities for revitalization.

DEMOGRAPHICS ANALYSIS

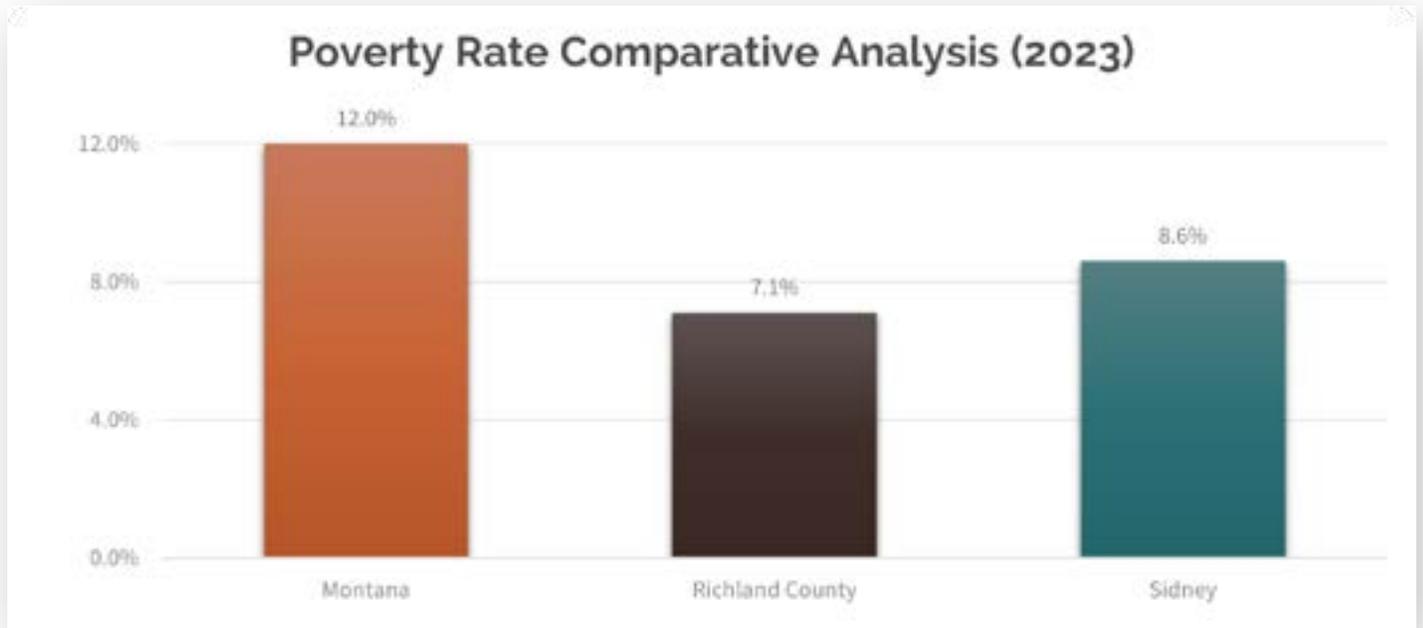
Sidney's population grew from 5,608 in 2013 to 6,235 in 2023, showing an increase of approximately 11.2% over the last ten years (American Community Survey, U.S. Census Bureau).

The city's gender distribution is balanced, with 47.57% male and 52.43% female residents. The median age is 38.9 years, around the same as the national median. The distribution of the population in Sidney among age cohorts is depicted below.

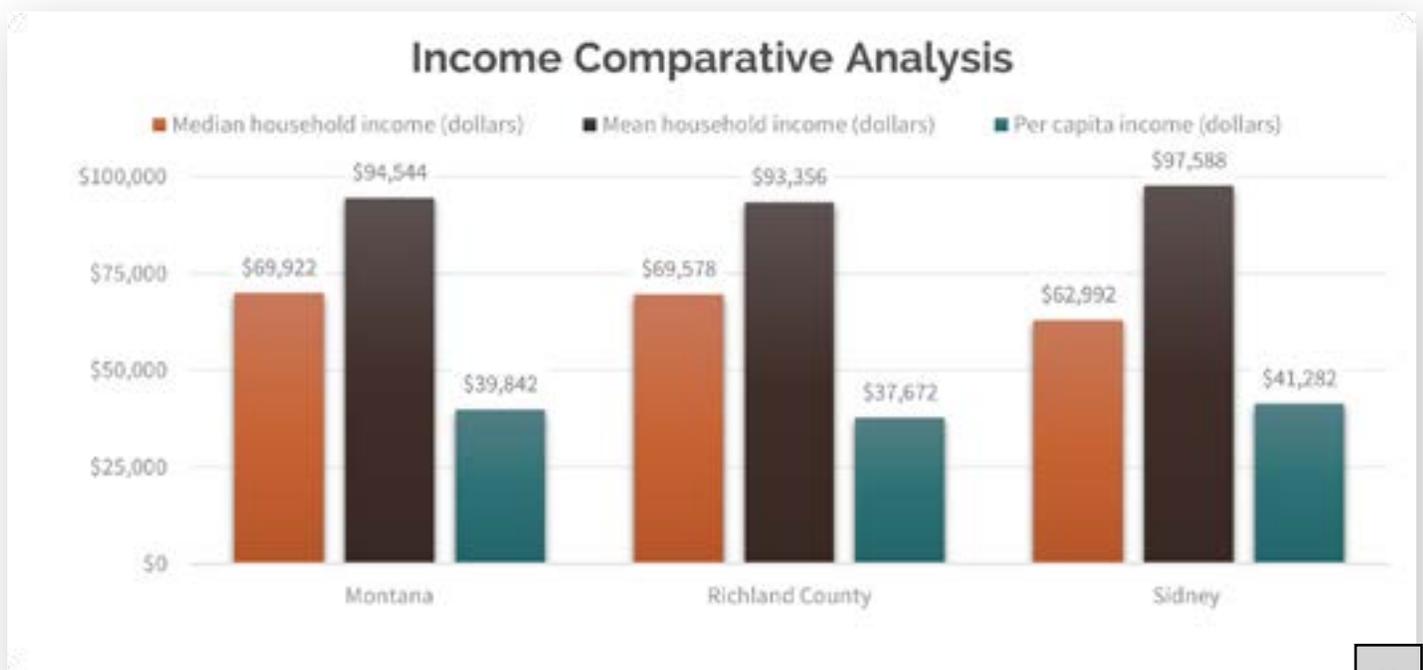


SOCIOECONOMIC SNAPSHOT

Sidney reports a poverty rate of 8.6%, slightly above Richland County's 7.1% yet significantly lower than Montana's statewide rate of 12.0%. This suggests that while Sidney's poverty rate is slightly higher than Richland County's, it remains well below the state average, indicating relatively stable local economic conditions within the broader regional context. (2023 American Community Survey - US Census Bureau)

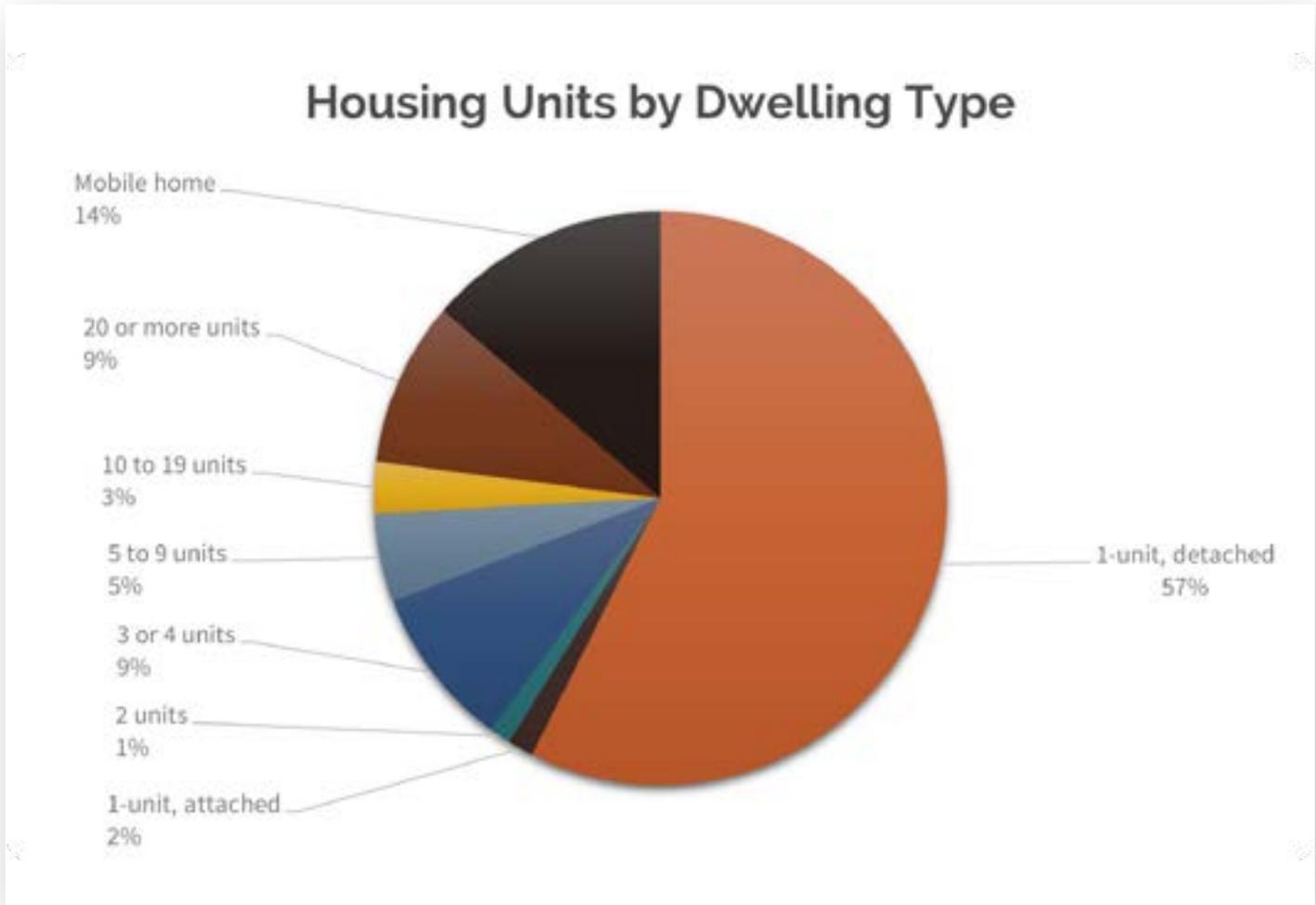


Sidney's median household income is \$62,992, which is comparable to both the Montana state median of \$69,922 and Richland County's median of \$69,578. The city reports a mean household income of \$97,588, exceeding the state average of \$94,544 and Richland County's mean of \$93,356. In terms of per capita income, Sidney also leads at \$41,282, compared to \$39,842 in Montana and \$37,672 in Richland County. These figures reflect Sidney's strong performance on average and individual earnings within the region.



HOUSING SNAPSHOT

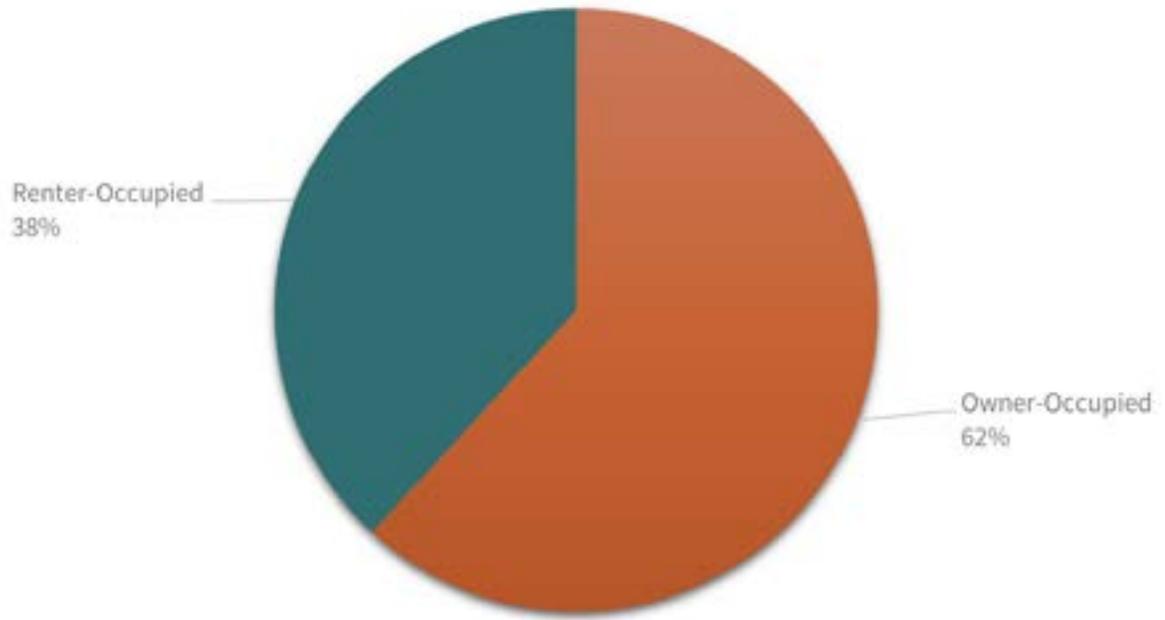
Sidney's housing stock is predominantly composed of single-family detached homes, which make up 57.39% of the total supply. The remaining share includes a mix of other housing types, showing a relatively diverse residential typology. (2023 American Community Survey - US Census Bureau)



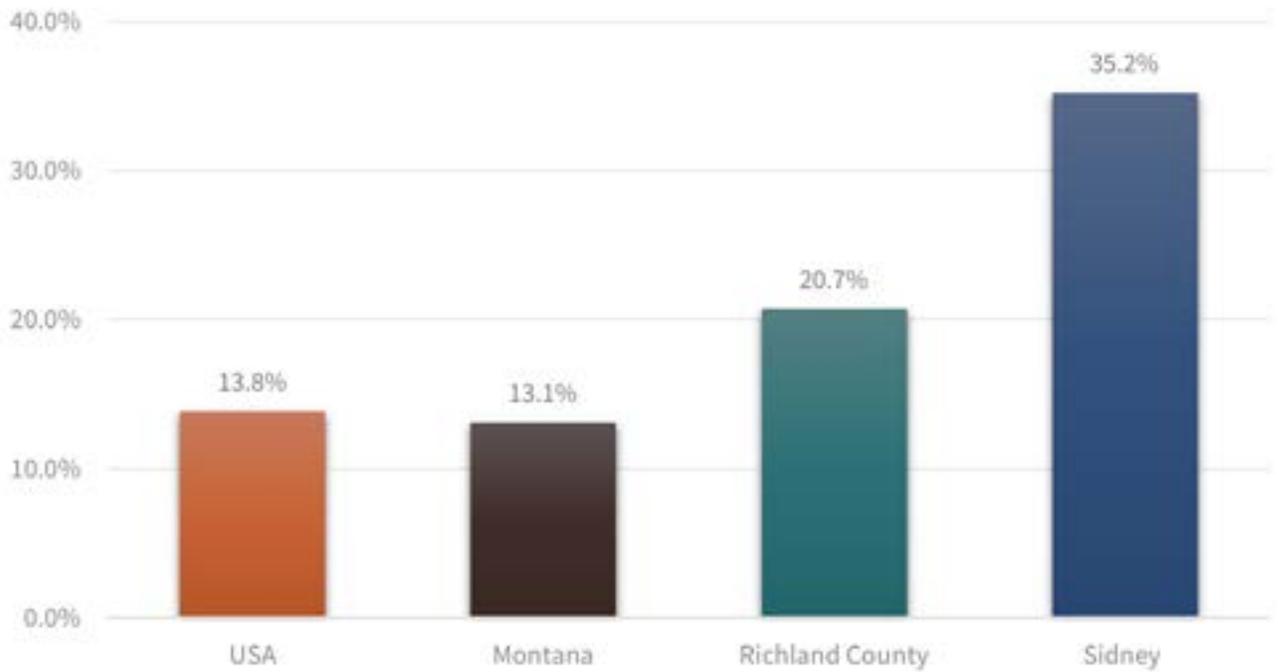
The majority of Sidney's housing is owner-occupied at 61.8%, while the remaining 38.2% is renter-occupied. This shows a stable ownership base complemented by a substantial rental market, reflecting a balanced mix of long-term residents and housing flexibility.

Compared to national, state, and county levels, Sidney stands out with 35.2% of households classified as cost-burdened, meaning that 35.2% of households in the city spend more than 30% of their income on housing costs. In contrast, 20.7% of households in Richland County, 13.1% in Montana, and 13.8% in the country are considered cost-burdened.

Owner Occupied Vs. Renter Occupied



Cost Burdened Households



MONTANA DEPARTMENT OF TRANSPORTATION SUMMARY

The Montana Department of Transportation (MDT) has been an engaged and constructive partner throughout the development of the Sidney Downtown Master Plan. MDT staff provided detailed technical review and thoughtful commentary reflecting their dual responsibility to maintain a safe and efficient highway corridor while supporting the community's desire for a stronger, more walkable downtown. Their feedback recognizes the complexity of Central Avenue serving simultaneously as Sidney's Main Street and as a critical state highway route carrying regional freight traffic.

MDT emphasized the operational realities of the corridor. Central Avenue accommodates significant truck volumes and wide turning movements, which influence curb radii, lane widths, intersection design, and crossing distances. Their comments consistently encouraged careful consideration of how pedestrian enhancements, traffic-calming features, landscaping, and streetscape improvements interact with freight mobility and long-term corridor functionality. Particular attention was drawn to maintaining adequate sight distance at intersections, managing curb cuts, and avoiding vertical elements or design features that could introduce visibility or safety conflicts.

Throughout the review, MDT underscored the importance of coordinated permitting and right-of-way considerations. Improvements such as decorative lighting, street trees, planters, signage, awnings, curb extensions, or other features within the highway right-of-way may require additional review and alignment with MDT standards. Their feedback reflects a desire to ensure that enhancements are durable, maintainable, and compatible with the operational demands of a state route. At the same time, MDT clarified pathways that allow for local flexibility in certain encroachment situations, signaling openness to collaboration where solutions can meet both community and transportation objectives.

MDT also provided practical operational observations drawn from existing downtown conditions. These included noting faded crosswalk markings, inconsistent ADA ramp treatments, wide curb radii that extend pedestrian crossing distances, and the predominance of vehicle-oriented lighting and infrastructure. In several locations, they acknowledged that baseline infrastructure is functional but could benefit from targeted upgrades to improve pedestrian comfort, provided those upgrades do not compromise safety or freight movement. Their comments consistently reinforced that improvements should prioritize clarity, durability, and long-term maintainability.

Importantly, MDT's feedback was not framed as opposition to downtown revitalization, but rather as guidance to help the City navigate the unique balance required in a highway-based downtown. They expressed support for coordinated maintenance strategies, practical circulation improvements, and thoughtful design interventions that enhance walkability while preserving corridor efficiency.

Overall, MDT's involvement demonstrates a cooperative, solution-oriented approach. The shared goal is clear: a downtown Sidney that is vibrant, attractive, and pedestrian-friendly, while remaining safe and functional as a state highway corridor. Continued coordination between the City and MDT will be essential as the Master Plan transitions from vision to implementation.

BIKING IN DOWNTOWN SIDNEY

Active transportation, including bicycling, is important to creating healthy, connected communities. Throughout the Downtown Master Plan process, residents consistently supported recreational biking, trail use, and stronger connections between downtown, parks, schools, and the Sherry Arnold Fitness Trail.

However, public feedback clearly distinguished between recreational bicycling and dedicated on street bike lanes within the downtown core. During the September Downtown Design Charrette at City Hall, several street concepts included bike lanes. The response was consistently negative.

Participants expressed strong concern that adding bike lanes would require reducing or removing on street parking. Parking was repeatedly identified as a top priority for downtown vitality, business support, accessibility, and community events. Residents emphasized that convenient, visible parking is essential for short term visits and overall economic health. Many felt that reducing parking would create unintended functional and economic impacts.

Community members also questioned whether bicycle use in downtown would justify the trade off. Feedback indicated that daily utilitarian biking is limited, and seasonal climate further affects feasibility. In Eastern Montana, cold temperatures, snow, ice, and wind are present for five months or more each year, limiting consistent and safe use of on street bike facilities. Residents raised concerns about dedicating valuable right of way to infrastructure that would be underutilized for extended periods.

This input aligns with a core planning principle of the Downtown Master Plan. Improvements should reflect realistic use patterns, climate conditions, and community priorities rather than applying standardized solutions that may not fit the local context.

Downtown streets serve many overlapping functions, including vehicle access, parking, pedestrian movement, deliveries, emergency access, events, and streetscape activity. Given constrained right of way, adding dedicated bike lanes would require trade offs the community did not support. For this reason, the plan does not recommend dedicated on street bike lanes within the downtown core.

This decision does not reject bicycling as a transportation mode. Instead, it reflects a context sensitive approach that balances multiple needs and public priorities.

As an alternative, the plan recommends expanded sidewalks with a minimum width of ten feet where feasible. Wider sidewalks can function as shared, low speed spaces accommodating pedestrians, recreational bicyclists, scooters, families, seniors, and mobility assisted users. They also support outdoor seating, street trees, lighting, wayfinding, snow storage, and placemaking elements that enhance downtown year round.

Expanded sidewalks preserve on street parking while supporting active transportation in a flexible and climate responsive way that reflects local conditions and community preferences.



BUILT ENVIRONMENT ANALYSIS

Downtown Sidney combines active blocks and underutilized parcels, anchored by strong civic and historic assets but challenged by gaps in the urban fabric, surface parking, and vehicle-oriented patterns. Opportunities exist for infill, adaptive reuse, and improved pedestrian connections.

A detailed analysis of Sidney's existing downtown conditions is critical to formulating recommendations that are grounded in place-based realities. This section presents the findings of a comprehensive analysis conducted in mid-2025, which utilized a combination of open-source data and field surveys. The study area focuses on the core of downtown Sidney, including Central Avenue, Main Street, and 2nd Street SE/SW. The existing conditions analysis is categorized as follows, recognizing that each element influences and overlaps with the others:

Built Environment

Urban Design

Infrastructure

**Pedestrian and
Vehicular Circulation**

**Real Estate and
End-User Mixture**

BUILT ENVIRONMENT

- Predominantly low-rise, 1–2 story structures along Central Avenue and Main Street.
- Anchors include the Richland County Courthouse, Centre Theatre, and Yellowstone Mercantile.
- Side-street parcels are often set back or oriented toward parking.
- Surface lots near Holly Street and Main Street interrupt continuity.
- Residential areas within a block could support mixed-use transitions.

URBAN DESIGN

- Strongest design elements cluster near civic sites; elsewhere, treatment is inconsistent.
- Sidewalks vary in width and accessibility.
- No gateway features at key entry points.
- Decorative lighting, benches, and planters are concentrated near the Courthouse and Theatre but not carried throughout downtown.
- Basic signage; no cohesive branding or gateways.
- Green space is underutilized; there is no central plaza.
- Limited seating, shade, or flexible programming in public areas.

BUILT ENVIRONMENT ANALYSIS

INFRASTRUCTURE

- Sidewalks are present but inconsistent in width, finish, and ADA compliance.
- Utility lines are overhead in some areas, and there is minimal green infrastructure.
- Surface parking is ample but often unbuffered or exposed.

PEDESTRIAN AND VEHICULAR CIRCULATION

- Central Avenue carries both local and truck traffic, creating crossing challenges.
- Limited signalized intersections; no mid-block crossings.
- There are no bicycle lanes, shared markings, or bike racks.
- Parking is available on-street and in lots, but signage for public parking is limited. Additionally, on-street parking lacks proper markings, and those visiting do not know whether it is angled or parallel parking.

REAL ESTATE AND END-USER MIX

- Ground-floor occupancy is relatively strong; upper floors, where present, are often vacant or underused.
- While ground-floor occupancy is strong, active, engaging uses are extremely limited throughout the downtown area.
- Active uses are concentrated along Central Avenue and Main Street.
- Auto-oriented uses reduce walkability and street frontage.
- Vacant and underutilized parcels throughout downtown offer infill opportunities.



Sidney Mural with artist Sam Rush. Location: Pizza House (710 South Central Ave.)
PC: Sidney Area Chamber of Commerce and Agriculture.



BLOCK 1

BUILT ENVIRONMENT



Somewhat positively affecting downtown

Block 1 is anchored by the Historic Richland County Courthouse and Sidney-Richland County Library, with formal landscaping and coordinated setbacks. The courthouse's two-story classical form with a domed cupola serves as a landmark facing West Main Street, while the library's single-story design offers a complementary civic presence facing 3rd Avenue.

- Well-maintained structures with mature trees, bollards, and decorative hardscape
- Parking is located to the rear or side, preserving street frontage
- Underbuilt compared to nearby blocks, but visually cohesive

BUILT ENVIRONMENT ANALYSIS

URBAN DESIGN

① ② ③ ④ ⑤

4/5 - Somewhat positively affecting downtown

The courthouse creates a composition for a city block with open space to allow for prominent visibility. Both buildings support strong street orientation, with defined walkways, perimeter bollards, and integrated signage. Setbacks are coordinated through consistent landscape bands and decorative concrete treatments. The courthouse's cupola provides a visible landmark from several downtown blocks, while the library's low profile and welcoming façade engages pedestrians.

- Walkways include bollards, benches, masonry detailed paths, and streetlights
- Focus of the civic architecture
- Landscaping to provide greenery in the grass and trees



Richland County Courthouse
PC: Downtown Redevelopment Services



Richland County Courthouse Landscaping
PC: Downtown Redevelopment Services

INFRASTRUCTURE

① ② ③ ④ ⑤

4/5 - Somewhat positively affecting downtown

Sidewalks surrounding the courthouse are wide, smooth, and well-integrated with bollards and rolled curbs. Curb ramps at intersections appear ADA-compliant, and textured paving zones are present at several corners. Site lighting is uniform, using decorative poles at all corners and along primary walkways. Infrastructure serves its purpose without clutter, supporting both pedestrian access and landscape maintenance.

- Hydrant access is present on both the east and west sides of the courthouse
- Minimal wear to the curb cut leading into the parking
- Well-maintained with minimal need for updating

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

4/5 - Somewhat positively affecting downtown

Four-sided sidewalk continuity with bollards to protect pedestrians on the wide curb radii. The building is set back within an internal plaza, creating a safe buffer from traffic with sidewalks protected with angled parking. Vehicular access for parking is located on the North and East sides of the block with a connecting alley on the West side. While designed primarily for public access to a single facility, the block models circulation design that prioritizes pedestrian safety.

- Prioritizes pedestrian access and safety
- Crosswalks could benefit from higher visibility markings for the wide ROW



BLOCK 2

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown

Mid-century commercial buildings and a financial institution on West Main Street. Structures along Main Street and Central Avenue show consistent single and double-story massing and a mix of materials: brick, concrete, and paneling. Many buildings are built to the sidewalk with minimal setbacks. The east half of the block is dominated by Yellowstone Bank, which lacks street-level transparency and turns inward with parking access on 2nd Street.

- Structures in fair condition
- No visible vacancies, but some gaps in activation
- Historic commercial spaces

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

2/5 - Somewhat negatively affecting downtown

The courthouse dominates Block 1, while it provides an essential civic use and generates consistent daytime activity, it does not offer diverse services. Adjacent public areas invite casual use; The absence of end-user diversity constrains the block's economic contribution to downtown. However, the courthouse remains an anchor that brings visibility, investment, and stable land use.

- Uses limited to civic
- Established use and built for continued longevity



North Central Avenue

PC: Downtown Redevelopment Services

URBAN DESIGN

① ② ③ ④ ⑤

2/5 - Somewhat negatively affecting downtown

The Yellowstone bank's blank concrete façade and drive-up orientation diminish the pedestrian environment. Elsewhere, storefronts vary in transparency and signage quality. Most lack awnings or street-level detailing. Landscaping is minimal, limited to a planter and some trees. Intersections feature wide sidewalks with rolled curbs, but continuity across the block is lacking. No public art, lighting fixtures, or coordinated signage ties the block together visually.

- Improved signage and upgrades would help the commercial façades
- Visibility for structures is lacking

INFRASTRUCTURE

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Sidewalks are mostly intact, with relatively consistent surfacing. ADA curb ramps appear inconsistent with the Southwest corner missing established ramps. No mid-block crossings exist, and tactile guidance is limited. Utility lines are primarily overhead along the alleys and side streets but do not intrude on major viewsheds. Street lighting is limited to standard cobra-head fixtures, with no pedestrian-scale lights.

- Traditional stormwater management inlets
- Improvements for lighting and seating for pedestrian use



West Side of Yellowstone Bank
PC: Downtown Redevelopment Services

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Pedestrian access is adequate but lacks visual emphasis. Driveway cuts and blank frontages weaken pedestrian flow along Main Street and 2nd Street. Crosswalk markings are faded, and the signalized intersection of 2nd Street and Central Avenue lacks high-visibility striping. The wide width of streets prioritizes vehicle movement, and turning lanes create long crossing distances without pedestrian refuge. No bike racks, designated lanes, or directional signage are present.

- Sidewalks are given extra space from setbacks
- Parking is available both on-street and in off-street lots
- The block remains legible and accessible but not yet pedestrian-friendly

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Includes active public, professional, and retail uses, but lacks density or synergy among tenants. Contained businesses, banks, offices, and small service retailers offer limited storefront visibility or evening activation. While there are no major vacancies, the block contains multiple lots that are underutilized or structured around parking rather than pedestrian access. While stable and functional, the end-user mix does not encourage street-level engagement.

- No upper-story space appears to be occupied
- Upgrades to improve pedestrian activation



Club Tavern Facade

PC: *Downtown Redevelopment Services*



BLOCK 3

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Features a cohesive collection of early 20th-century commercial buildings lining the sidewalks on the West side. Most structures sit at the lot line with zero setbacks, and many retain original architectural features with predominant masonry. Uses range from restaurants, retail, and entertainment. Despite some cosmetic aging, most buildings appear structurally sound and occupied. Recessed entries, storefront windows, and defined parapets reinforce the block's pedestrian scale.

- Façades using non-historic materials or need maintenance
- Block contains some gaps and lots



North Entrance of Sunny's Family Restaurant

PC: *Downtown Redevelopment Services*



North Entrance of Cattle-Ac Restaurant - Bar - Casino | PC: Downtown Redevelopment Services

URBAN DESIGN

① ② ③ ④ ⑤

2 / 5 - Somewhat negatively affecting downtown

Storefronts align at the sidewalk, and recessed entries, blade signs, and window displays activate the pedestrian environment. Sunny's Family Restaurant and Cattle-Ac Nite Club serve as visual anchors on opposite corners, offering clear entries, signage, and curb appeal. Most façades present durable materials (brick, stucco, and tile) and several feature painted wall signs or canopy extensions. Street trees, benches, and lighting are notably absent, and overhead wires slightly detract from views. Nonetheless, the block reads as a cohesive commercial environment that invites pedestrian use.

- Businesses not on the central street lack visual intrigue
- Planters, lighting, seating and other features for pedestrians are lacking
- Upgrades elevate the user experience without altering the block's historic character

INFRASTRUCTURE

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Sidewalks are in serviceable condition, but paving varies by segment. Corners feature ADA curb ramps with detectable warning strips, though some appear weathered or slightly misaligned. No mid-block crossings exist, and crosswalk striping is inconsistent or faded. The block has minimal green infrastructure and limited curbside protection from traffic. No dedicated pedestrian-scale lighting is visible; street illumination appears to rely on cobra lighting fixtures.

- Pedestrian focused features to improve experience
- Activation of commercial uses vitalizes area

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Sidewalks are unobstructed and directly connect to storefronts. Curb cuts are limited, with minimal conflict between vehicles and foot traffic. Parked vehicles create a de facto buffer between pedestrians and travel lanes. Signalized intersections on both Main Street and 2nd Street enhance crossing safety, though markings could be more visible. Street widths are manageable, with clear sightlines at corners and limited congestion. Traffic speeds and volumes appear low enough to accommodate mixed use, encouraging walking and support multiple entry points per parcel.

However, a lack of designated crossings at mid-block, curb extensions, or wayfinding signage leaves room for improvement. Small interventions could make the block more legible and comfortable for pedestrians while preserving vehicle access.

- Angled and parallel parking lines
- Pedestrian focused crossing is lacking prioritization
- Would benefit from improved buffers for pedestrians from vehicles

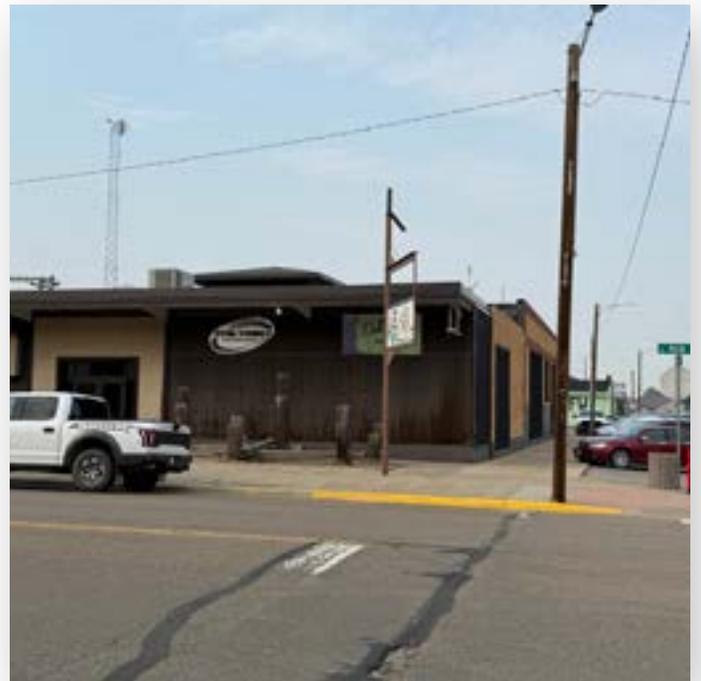
REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

4 / 5 - *Somewhat positively affecting downtown*

Tenants include restaurants, retail shops, a nightclub, a bank, and service providers, offering consistent foot traffic throughout the day and evening. Many businesses appear locally owned, with signage and programming tailored to the Sidney market. Vacancies are minimal, and storefronts display signs of active use and regular maintenance. The block lacks large institutional or national tenants, giving it a distinctly local character. Frequent entries and window displays support walk-in traffic, and block-scale coherence encourages cross-shopping.

- Longstanding local businesses
- Infrastructure positions this as a retail core for downtown
- Could benefit from façade improvements



Village Square Mall South Entrance
PC: Downtown Redevelopment Services.



BLOCK 4

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Block 4 contains a mix of auto-oriented businesses, metal commercial structures, and older brick buildings, with moderate site coverage. Most buildings are one story and vary in width, form, and age. Though occupied and functional, several buildings show patchwork repairs, non-original cladding, or partial vacancy. Surface parking occupies much of the interior and corner lots, creating gaps in continuity.

- Lacking cohesive structures
- Incontiguous sidewalks limiting usability
- Economic focused, but lacking in walkability

URBAN DESIGN

① ② ③ ④ ⑤

2 / 5 - *Somewhat negatively affecting downtown*

Buildings exhibit basic forms and plain façades, with limited pedestrian articulation. Most signage is pole-mounted and scaled for vehicles, with no street furniture, coordinated landscaping, or decorative lighting. Gaps between buildings and front-loaded lots disrupt enclosures. Along 2nd Avenue, industrial-style structures sit behind shallow lawns or gravel setbacks, offering no visual interest on the sidewalk. Although a few entries include benches or overhangs, these treatments are inconsistent and disconnected from broader streetscape design.

- Lacking pedestrian focused amenities
- Gaps in activation resulting in disjointed streetscape

INFRASTRUCTURE

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Sidewalks' widths vary, and surfaces show signs of patching or cracking. ADA ramps are present but differ in quality and style, and they lack tactile strips. Curb cuts for parking and drive-through lanes are wide and frequent, interrupting sidewalk continuity. Utility lines are mostly overhead, especially alongside streets. Street lighting relies on tall fixtures without pedestrian-scale elements. While public infrastructure accommodates auto circulation and access, it does not enhance comfort, safety, or identity for pedestrians.

- Intersections lack adequate ADA considerations and have faded linework
- Upgrades to curbing, lighting, and streetscape features would better revitalize downtown
- Drainage appears to function by conventional inlets

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

2 / 5 - Somewhat negatively affecting downtown

Prioritizes vehicle access, with frequent curb cuts, surface parking, and wide drive aisles shaping the flow of traffic. Sidewalks are present but rarely buffered from moving vehicles with parallel parking. Crosswalks at intersections lack bold markings or pedestrian signals. Angled on-street parking creates turnover for businesses, but inconsistent striping and long curb cuts complicate circulation. While functional for drivers, the current circulation design limits comfort and safety for pedestrians.

- Design for traffic calming features to improve pedestrian experience
- Discourages walking, but has active commercial



2nd Avenue Northeast

PC: Downtown Redevelopment Services

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Hosts an active mix of auto service, food, and retail tenants, drawing consistent vehicle-based traffic. Buildings generally serve single tenants, single-story façades. While most spaces appear occupied, some show signs of underutilization or transitional use. The block functions as a service corridor rather than a destination node. Its current use mix supports auto-centric commerce, not community gathering or diversified foot traffic. To strengthen downtown cohesion, this block could benefit from structured infill, conversion of excess lot depth, and recruitment of more pedestrian-oriented businesses.

- The block lacks variety and walkable destinations
- Pedestrian appeal is limited.



Mucho Si | East Main Street

PC: Downtown Redevelopment Services



BLOCK 5

BUILT ENVIRONMENT



4 / 5 - Somewhat positively affecting downtown

Block 5 features a mix of detached commercial structures, surface parking lots, and a small, landscaped parcel. Buildings are single or double-story with flat roofs and varied materials, ranging from painted concrete blocks to stucco and metal siding. Several structures have visible deferred maintenance and inactive frontages. There is little cohesion between buildings in terms of orientation, massing, or lot coverage. While the overall scale is consistent with small-town downtowns, underutilization and poor condition reduce the block's contribution to area.

- Diverse commercial uses for area
- Materials create intrigue with established structures
- Second-story of structures do not seem to be in use



Meadowlark Public House | Central Avenue
PC: Downtown Redevelopment Services



2nd Street Southwest Mural. Mural Painted by Afton Rossol (2022)
PC: Downtown Redevelopment Services

URBAN DESIGN



3 / 5 - Neutrally affecting downtown

The block exhibits fragmented design with limited continuity in facade articulation or streetscape treatment. Building setbacks vary and provide meaningful architectural interest and pedestrian-scale frontage. The southeast corner accounting firm incorporates a painted mural, offering some visual interest, signage on commercial windows. Lack design elements, lighting features, or seating areas that encourage pedestrian activity or wayfinding.

- Commercial storefronts have signage and awnings
- Landscaping is limited to one narrow parcel
- Features of design focused on higher foot trafficked parts

INFRASTRUCTURE

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

Basic infrastructure appears functional but lacks enhancement. Curb and gutter infrastructure are consistent around the perimeter, and two east corners are upgraded with ADA curb ramps. Sidewalk conditions vary, with segments narrow, cracked, or interrupted by utility poles. Overhead lines and minimal street lighting dominate the streetscape.

- Faded crosswalk lining
- Intersections of 2nd Avenue lacks upgraded ADA amenities
- Minor upgrades to improve quality of use

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

Full vehicular access on all four frontages, with wide travel lanes and clear turning movements. The two intersections with signalized crosswalks offer pedestrian safety at Main Street. However, midblock pedestrian movement is limited by inactive building frontages and curb cuts. On-street parking is available along Central Avenue and side streets but lacks striping and delineation.

- Covered awning along commercial spaces
- Sidewalks are continuous but narrow, and lack buffering from vehicle traffic

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

The block hosts a range of commercial tenants including an accounting firm branch, small education offices, and professional service businesses. Building utilization appears relatively high, though most users operate in low-foot-traffic sectors. Few retail or food uses exist to drive consistent public activity. Multiple parcels are dedicated to surface parking or side yards, further reducing density. While the businesses serve local needs, they do not activate the streetscape or contribute to extended hours of use, limiting economic and social vitality.

- No upper-story residential or office uses are present
- Prioritization is present of east side of block



BLOCK 6

BUILT ENVIRONMENT

① ② ③ ④ ⑤

4 / 5 - Somewhat positively affecting downtown

Contains a mix of historic and contemporary commercial buildings, most of which are in active use. The two-story brick building at the corner of Main and Central Avenue anchors the block with strong street presence and architectural detail, housing the Cheerio Lounge. Other structures, including the Sidney Eye Care Center and Anytime Fitness, are mid-century and modern single-story buildings in good condition. Materials range from brick and concrete blocks with varied massing. The block lacks consistent visibility; most storefronts engage the street with clear pedestrian access. Building coverage is high, and the block maintains a traditional urban form.



Cheerio Lounge | Intersection of Main Street and Central Avenue. | PC: Downtown Redevelopment Services

- Minimal setback on Main Street with larger on side street for parking
- Inconsistent architectural styles, but support active commercial strip
- Well maintained structures preserved or updated for longevity

URBAN DESIGN

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

The block supports a functional urban form but lacks cohesive streetscape design. Buildings consistently front Main Street with defined corners and minimal setbacks. The intersection of Central Avenue and Main Street features prominent signage but lacks pedestrian design features. Signage ranges from painted signs on walls to lit mounted panels, contributing to a visually disjointed experience. Despite this, the built form encourages pedestrian movement and maintains a high visibility for businesses.

- Pedestrian improvements in lighting and seating would improve the commercial experience
- Emphasize role as part of Sidney’s core commercial corridor
- Façade consistency for visual cohesion

INFRASTRUCTURE

① ② ③ ④ ⑤

4 / 5 - Somewhat positively affecting downtown

Concrete sidewalks line all frontages, and corners feature ADA-compliant curb ramps with delineators on intersections of Central Avenue. Overhead utilities are visible throughout the block, and multiple poles carry electric and telecom lines. Alleys behind structures support access service. Public lighting exists at intersections by mast-arm streetlights, but mid-block lighting for pedestrian safety is not apparent. Overall, the infrastructure meets baseline downtown standards but could benefit from targeted upgrades for pedestrian comfort and multimodal access.

- In fair condition with minor maintenance to improve
- Public lighting prioritizing vehicles over pedestrian
- Fading crosswalk linework



Sidney Eye Care | Intersection of Central Avenue and 2nd St. Southeast. | PC: Downtown Redevelopment Services.

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

4 / 5 - Somewhat positively affecting downtown

A central location at the intersection of Main Street and Central Avenue, with signalized crosswalks on all sides of the intersection. Wide sidewalks provide sufficient space for pedestrian movement. Vehicles have ample access via Main Street and 2nd Avenue, with angled and parallel parking available on most block faces. Traffic moves steadily along both corridors, and intersections include visible traffic control measures. Despite active vehicular use, pedestrian crossing infrastructure remains basic, lacking textured treatments or signage beyond standard striping.

- Accessible storefronts for active commercial uses
- Rolling curbs and lacking pedestrian buffers for safety
- Green Infrastructure buffer to enhance experience of streetscape



Party Central and Main Street Popcorn Factory | East Main Street | PC: Downtown Redevelopment Services

BUILT ENVIRONMENT ANALYSIS

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

4/5 - Somewhat positively affecting downtown

Key tenants include Anytime Fitness, Sidney Eye Care Center, and Cheerio Lounge, which draw consistent foot traffic. Additional storefronts provide personal services and small-scale office functions, while adjacent blocks offer complementary retail options. Most buildings appear occupied and actively maintained. Vacancy is low, with no visible signs of disuse or prolonged closures. The block's businesses cater to a broad cross-section of downtown visitors, including residents, office workers, and regional travelers.



Fink Dental Center | 2nd Street Southeast
PC: Downtown Redevelopment Services

- Reinvestment in building façades could further commercial impact
- Supports as being an anchor of downtown
- Offers a mix of local services, retail, and hospitality



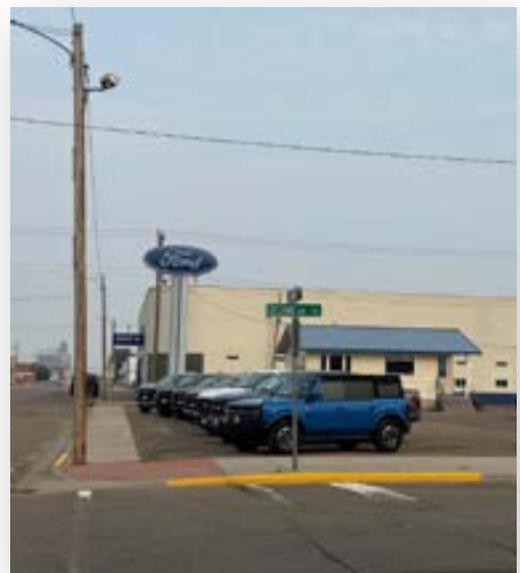
BLOCK 7

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown

The south and southeast sides of the block feature light industrial uses, including service garages and warehouse-type buildings. The massing is consistent, but the scale favors vehicles over pedestrians. Rear and side lot configurations dominate the spatial layout, and open lots and parking areas account for much of the land cover. The buildings are generally well maintained, with limited signage clutter and minimal building articulation. While the block lacks cohesive form or historic character, it provides essential commercial services that support local economic activity.



Eagle Country Ford Lot | East Main Street

- Commercial or industrial uses with vehicle focus
- Lacks density to accommodate for the current uses

URBAN DESIGN

① ② ③ ④ ⑤

2/5 - Somewhat negatively affecting downtown

Building orientation faces the street, but the presence of large curb cuts, limited landscaping, and minimal streetscape features reduces the pedestrian appeal. There are few visual cues to indicate block edges or transitions between private and public space. Open parking lots occupy prominent corner positions, diminishing enclosures and rhythm along Main Street. The presence of a large Ford dealership introduces a recognizable identity but dominates the block's aesthetic.

- Car focused with curb cuts and prominence of lots
- Northeast corner has the Ford dealership with the most present streetscaped façade
- Wide sidewalks on commercial fronts and narrow for lot surrounding

INFRASTRUCTURE

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown

Utility infrastructure appears consistent and functional across the block, with minimal standard street lighting, overhead electrical service, and sidewalks in good condition. Curb ramps are present but inconsistently aligned. Drainage grates and inlet placement appear functional, though the large, paved surfaces may lead to localized runoff issues during heavy precipitation. The presence of major auto service operations implies sufficient electrical and water service. However, alley access is unclear, and utility servicing may rely heavily on street frontage. The infrastructure adequately supports current uses but lacks adaptation for future flexibility or sustainability.

- Prioritizes current use, lacking opportunities for alternate opportunities
- There is no visible stormwater retention or green infrastructure

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown

Multiple driveways, unmarked parking areas, and angled on-street parking reinforce car-centric access. Sidewalks are continuous along primary frontages but lack width, shade, or buffers from traffic. Crosswalks are either faded or absent, and intersections are designed to expedite vehicle flow rather than prioritize pedestrian safety. The block connects easily to adjacent Main Street traffic but offers limited options for slower modes. Curbside access is ample, and vehicle maneuverability is unimpeded.

- Walkability remains secondary to vehicular throughput
- Some lots utilized for showcasing cars over flow

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

The block houses primarily auto-related businesses, including new car sales, parts services, and garages. These uses attract regional traffic and serve a broad market beyond Sidney's core, contributing to daytime activity but not walk-in retail. Lot configurations and surface parking discourage additional infill or adaptive reuse without significant redesign. The current mix supports employment and retail volume but offers limited spillover benefits to downtown's pedestrian-oriented economy.

- Single land use type predominantly occupies the block
- Potential future land uses are not compatible with current uses



BLOCK 8

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Includes a mix of commercial and professional services in primarily one-story buildings. Structures like Yellowstone Chiropractic and Stockman Bank represent modern construction with distinct architectural expressions, while others exhibit utilitarian forms. The building stock is somewhat inconsistent in quality and character, with visible signs of deferred maintenance on certain structures and variable setback depths. Although occupied and functional, the built form lacks cohesion and design uniformity, limiting its contribution to a distinct downtown identity.

- Commercial storefront access is present facing the street
- Gaps between structures along the South edge disrupt the continuity



Thee Boutique | Central Avenue | PC: Downtown Redevelopment Services

URBAN DESIGN

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

This block benefits from well-maintained sidewalks, curb ramps, and visible pedestrian infrastructure, yet the public realm lacks visual interest. Landscaping is minimal, and most buildings do not feature awnings or public-facing enhancements. The Stockman Bank's pitched roof and materials contrast with neighboring buildings, while signage on other structures is more simplistic. Despite the absence of blight, the urban design lacks elements that activate or enrich the streetscape. Improvements such as facade upgrades, public art, or shade features could elevate the block's visual coherence and pedestrian appeal.

- Vacant lot on the southeast corner diminishes block enclosure along Main Street
- Architectural interest from the Centre Theatre offers the most visual intrigue
- Lack of visibility

INFRASTRUCTURE

① ② ③ ④ ⑤

4/5 - *Somewhat positively affecting downtown*

Rolled curbing is intact; ADA curb ramps are present, and sidewalks are continuous on all frontages with few cuts. While the infrastructure effectively supports daily use, it provides a limited aesthetic or comfort value. Investment in infrastructure enhancements such as improved lighting, benches, or pedestrian-scaled amenities would further strengthen the block's functionality and visual integration with the downtown core.

- Street lighting favors vehicles
- ADA ramp accessibility is limited to intersections on Central Avenue

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

Strong vehicular access from Main Street and its cross-streets, with ample curbside and lot parking options. Drive aisles to parking lots are wide and accessible, although parking lot design lacks delineation and landscaping. A signalized intersection at Main Street and 2nd Avenue improves crosswalk visibility and vehicle flow. Pedestrian activity is possible but not encouraged by the current streetscape, which lacks shade, interest, and seating.

- Central Avenue accommodates pedestrians which is lacking on west-side
- Improved pedestrian amenities would enhance comfort with lighting and buffers
- Extruding curb radii at intersection on Central Avenue has single delineator



Centre Movie Theatre on Central Avenue
PC: Downtown Redevelopment Services.

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

Tenants include financial institutions, chiropractic offices, and other low-traffic professional services. While occupied, the block does not serve as a destination and lacks complementary uses that would support active downtown life. Opportunities exist to introduce mixed uses or food-and-beverage tenants that attract broader demographics and increase dwell time. A vacant parcel at the southeast corner represents a redevelopment opportunity that could reestablish continuity along Main Street and add more dynamic end-user options.

- Primarily service-oriented and auto-dependent
- Customer foot traffic and retail functions are limited



Centre Movie Theatre | PC: Downtown Redevelopment Services



BLOCK 9

BUILT ENVIRONMENT

① ② ③ ④ ⑤

2 / 5 - *Somewhat negatively affecting downtown*

The former Sidney Fire Department structure remains on the block, now operating as City Hall with a recent makeover. Adjacent structures are single-story with minimal street presence, and several properties, including open lots which break the block's continuity. Several curb cuts serve drive-throughs or off-street lots. Although most buildings are in serviceable condition, they contribute little to a cohesive or walkable downtown environment. Setbacks, windowless façades, and low lot coverage diminish the block's contribution to Main Street character.

- Single-story structures with masonry façades
- North and South corners are predominantly open lots



Sidney City Hall | 2nd Street Southeast | PC: Downtown Redevelopment Services

URBAN DESIGN

① ② ③ ④ ⑤

2/5 - Somewhat negatively affecting downtown

The block lacks pedestrian-scale design features and creates a visual gap at the eastern edge of downtown. Large setbacks, wide drive aisles, and lots disrupt the streetscape. While one mural faces Main Street, the block offers few visual cues or architectural details to encourage walking or lingering. The buildings do not frame corners or define intersections, and existing signs and lighting are oriented toward drivers. The overall visual hierarchy is weak, with inconsistent frontages and minimal landscaping.

- Offers opportunities for infill or façade treatments to improve coherence.
- Public realm improvements such as sidewalks and lighting
- South lot has an example of use of parkstrips

INFRASTRUCTURE

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown

Sidewalks appear intact on all sides, with ADA ramps at corners and adequate curb radii for turning vehicles. Utilities are present but not obtrusive; a cell tower and light poles are visible in the interior and at corners. Surface drainage and road conditions appear average for downtown Sidney. Streetscape elements such as lighting, furnishings, and seating are absent. The block appears to have reliable service access, though minimal recent investments have been made in pedestrian infrastructure with new sidewalks in front of City Hall about 3 years ago.

- Sidewalk outside City Hall lacks adequate ADA accessibility at intersection
- Intersections have indicated coloration, but faded or missing linework

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3/5 - Neutrally affecting downtown



Club Royal Casino South Entrance
PC: Downtown Redevelopment Services

Internal driveways and surface parking serve commercial uses and allow for turning movements off Main Street. Pedestrian infrastructure is limited to sidewalks, which lack buffers, shade, or separation from vehicles. Crosswalks at the signalized intersection of Main Street and 2nd Avenue improve visibility. Wide road widths and minimal pedestrian features reduce comfort for walkers. The block supports drive-up and short-visit uses but lacks elements that support longer or multimodal visits.

- Curb cuts disrupt flow of pedestrian use
- Prioritization for vehicles in general and lighting
- Higher trafficked streets have some method of signage or signal

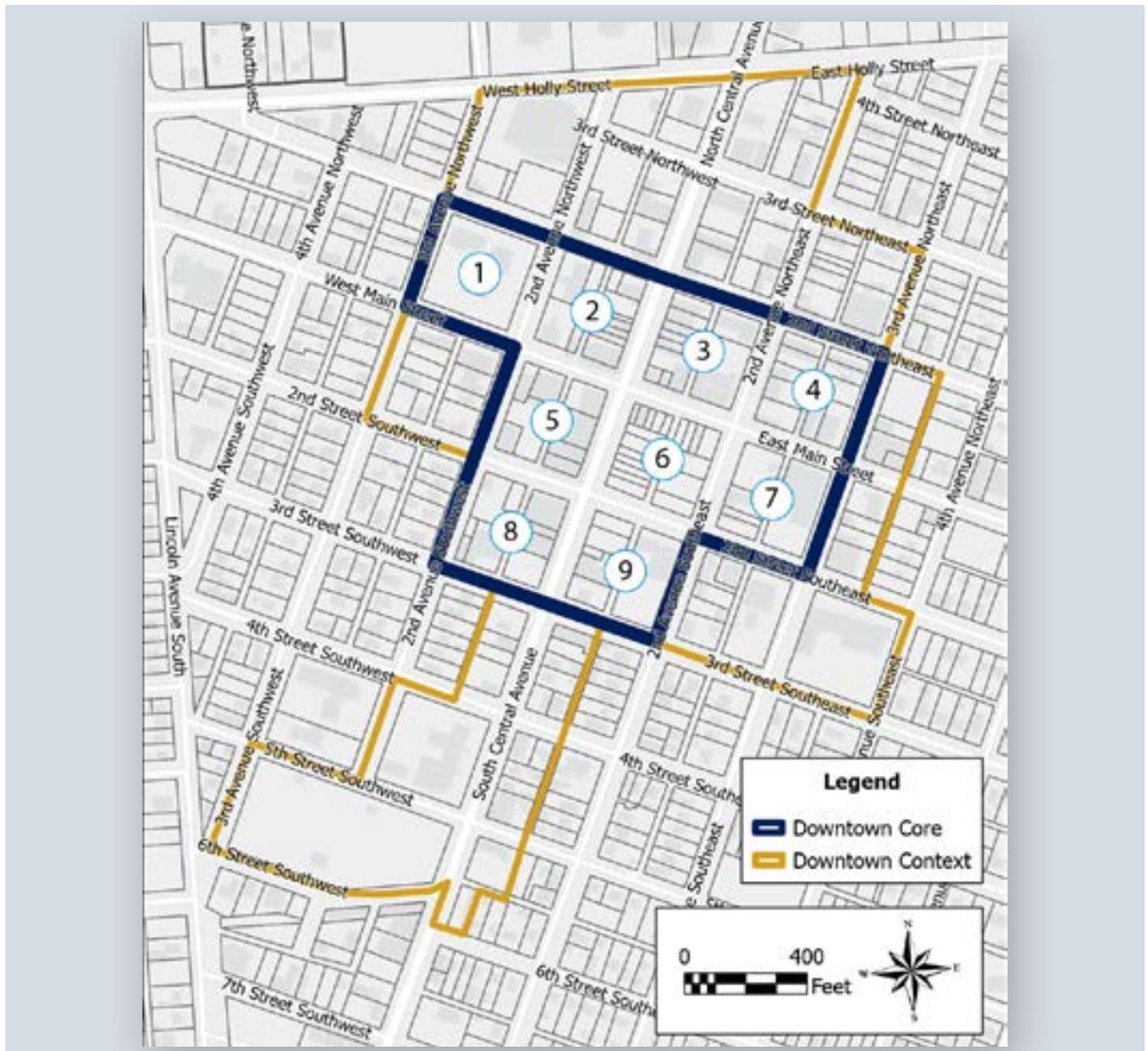
REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

2 / 5 - Somewhat negatively affecting downtown

The block contains a mix of commercial users including Club Royale Casino, small offices, and municipal functions but does not present a diverse or vibrant mix of tenants. The block is better suited to service uses or municipal overflow than retail, food, or mixed-use formats. Its location at the edge of the downtown core reduces foot traffic, and nearby active uses are limited. Long-term, the block would benefit from redevelopment or strategic tenant clustering.

- Many structures serve with limited hours and minimal storefront activity
- Vacancy or underutilization appears likely in some buildings



CONTEXT AREA

The context area surrounds the nine-block downtown core and includes adjacent residential neighborhoods, highway-oriented commercial corridors, and civic and industrial sites. It provides critical connections, transitional land uses, and supporting services that influence downtown's vitality.

BUILT ENVIRONMENT

① ② ③ ④ ⑤

3 / 5 - *Neutrally affecting downtown*

The built environment surrounding the core blocks is varied and dispersed. To the north and east these begin to bleed into residential spaces as well as a commercial grocery. These buildings support local economic functions but do not contribute to a walkable or cohesive street fabric. South and southwest of downtown, has some lower density commercial areas as well as Central Park. Along the west, public uses like schools and religious facilities introduce large-footprint structures with deep setbacks and limited street-facing engagement.

- Industrial and public buildings use wide lots with deep setbacks, limiting enclosure
- Built form does not tie into downtown to support spillover activity
- Scale of structures and lots increase



*The Market | 2nd Street Northwest
PC: Downtown Redevelopment Services*

URBAN DESIGN

① ② ③ ④ ⑤

2 / 5 - *Somewhat negatively affecting downtown*

Urban design elements are maintained outside the nine-block study area. Industrial and auto-service buildings have limited architectural detailing, blank façades, and few pedestrian entries. The transition between ROW and pedestrian space is abrupt, with little use of buffers or landscape features to create visual cohesion. Wayfinding signage is minimal, and intersections lack gateways or cues to signify downtown entry. The result is a loose collection of land uses with minimal spatial coordination.

- No gateway elements or design transitions mark the edge of the downtown core
- Visibility and lighting are consistent with downtown and could use improvement
- Southside has improved greenery with park strips or mature trees

INFRASTRUCTURE

① ② ③ ④ ⑤

3/5 - *Neutrally affecting downtown*

Within one to two blocks of the core, streets retain rolled curb systems, standard street lighting, and sidewalks. Street lighting is auto-oriented, with few pedestrian-scale fixtures. Surface drainage relies heavily on curb inlets, but no green infrastructure or stormwater planters are present. Street paving appears in fair condition, improved near established structures and diminished near residential or industrial.

- Sidewalks exist but are inconsistently maintained outside the core
- Lighting and utility infrastructure prioritize vehicle access over pedestrian safety
- ADA ramp access at intersections is consistent with downtown core



Alleyway of Yellowstone Bank Parking and Mid-Rivers Communications | PC: Downtown Redevelopment Services

PEDESTRIAN AND VEHICULAR CIRCULATION

① ② ③ ④ ⑤

3/5 - *Somewhat negatively affecting downtown*

Wide streets, multiple driveways, and limited curb management allow for easy truck and equipment movement but discourage walking. Access to downtown is technically available but uncomfortable and unclear for non-drivers. Opportunities exist for more pedestrian friendly improvements to facilitate pedestrian circulation.

- Circulation patterns around downtown heavily favor vehicles
- Large sidewalk gaps, buffers, lighting, and faded crosswalks hinder walkability
- Lacking biking infrastructure prevents multimodal movement



Sidney Middle School | Central Avenue | PC: Downtown Redevelopment Services

REAL ESTATE AND END-USER MIX

① ② ③ ④ ⑤

3 / 5 - Neutrally affecting downtown

Land uses surrounding the core blocks are low density and functionally segmented. North of downtown has some industrial and cross-over commercial activity morphing to the East with residential. East and south of the core, education organizations and a few churches define the character of adjoining neighborhoods. These uses are stable but offer limited interaction with the downtown economy. To the southwest Central Park offers greenspace near the downtown core.

- Adjacent neighborhoods remain stable but disconnected in function and layout
- Economic development is prioritized in the downtown core



Verizon | Central Avenue and 4th Street Southwest | PC: Downtown Redevelopment Services

LAND USE AND ZONING ASSESSMENT

Downtown Sidney is anchored by the B-3 Central Business zoning district, covering the Main Street corridor and adjacent parcels. B-3 supports compact, pedestrian-oriented development, fitting in a traditional downtown form, but its performance depends on surrounding zoning.

- **R-3 Residential: Medium-density but not well-suited for commercial spillover or mixed use, limiting downtown expansion.**
- **CLM & B-1: Introduce light industrial and general business uses at edges; may disrupt pedestrian scale if poorly integrated.**
- **R-1: Minimal presence but reinforces rigid boundaries.**

In many areas, B-3 extends only one parcel deep, creating a narrow, linear pattern and limiting back-lot infill or alley activation. No overlay districts or transitional zoning connect the core to nearby neighborhoods, producing abrupt land use changes and restricting options for upper-story housing or mixed-use development.

The B-3 district preserves downtown's pedestrian scale, but its shallow depth, sharp boundaries, and adjacency to uncoordinated zones constrain reinvestment. Zoning adjustments or overlays could promote mixed uses, improve transitions, and unlock underutilized parcels.

INFRASTRUCTURE AND UTILITIES OVERVIEW

Infrastructure in Downtown Sidney is managed through a combination of state, municipal, and private entities.

ROADWAYS

- The Montana Department of Transportation (MDT) maintains Holly Street and Highway 16 (Central Avenue), the primary north–south corridor through downtown.
- The City of Sidney is responsible for all other streets within the downtown district, including collectors and local streets.

WATER AND WASTEWATER

- The City of Sidney owns and operates both the municipal water distribution and sanitary sewer systems serving downtown.
- These systems are maintained by the City’s Public Works Department.

STORMWATER

- The City of Sidney oversees stormwater collection and conveyance within the downtown area.
- Infrastructure includes curb inlets, gutters, and drainage structures maintained at the local level.

ELECTRIC POWER

- Electric service in Sidney is provided by Montana-Dakota Utilities (MDU).
- Service infrastructure is maintained by the utility company, with local coordination as needed.



Johnson Hardware and Furniture | Central Avenue | PC: Downtown Redevelopment Services

BUILDING STOCK AND OWNERSHIP PATTERNS

Downtown Sidney retains a traditional main street character with predominantly low-rise buildings, anchored by civic landmarks and a mix of active, underutilized, and vacant structures.

GENERAL DEVELOPMENT PATTERN

- One- and two-story buildings, oriented to the street with minimal setbacks
- Consistent small-town commercial form and pedestrian scale

PRIMARY COMMERCIAL CORRIDOR

- Main Street is the center of business activity, especially between Central Avenue and 2nd Street SW
- Continuous building frontages with limited gaps
- Uses include retail, dining, financial, and professional services

INSTITUTIONAL AND CULTURAL ANCHORS

- Richland County Courthouse (full block at Main & 2nd Ave NW)
- Centre Theatre (Central between 2nd and 3rd Street SW)
- Larger footprints that break the smaller-lot pattern but reinforce downtown identity

VACANCY AND UNDERUTILIZATION

- Scattered vacant lots and marginally active parcels, especially near 2nd Street SE, E Main Street, and North Central Avenue.
- Side streets contain buildings with low occupancy

BUILDING CONDITIONS

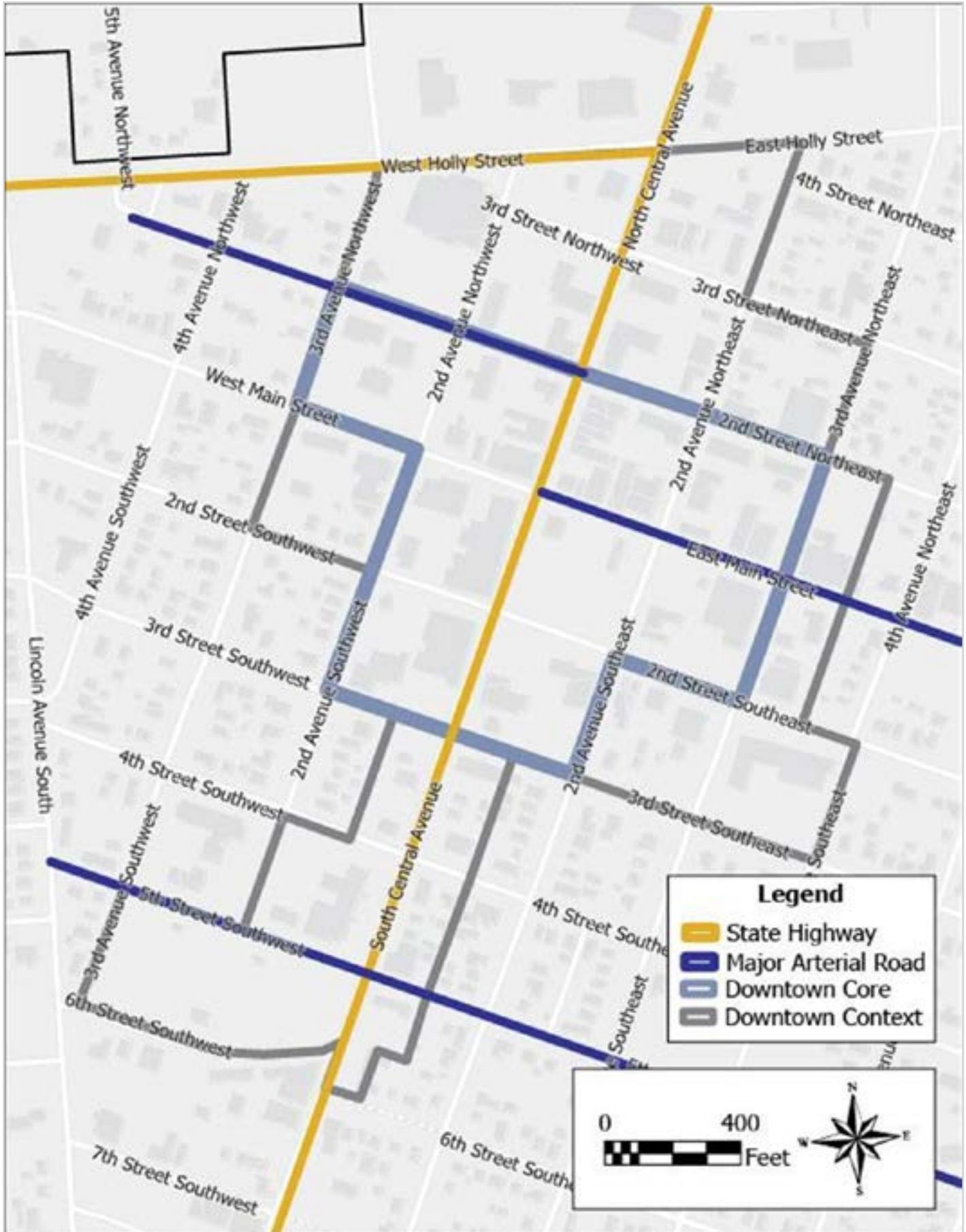
- Range from well-maintained to in need of rehabilitation
- Recent improvements on West Main and parts of Central Avenue
- Deferred maintenance visible on upper stories and façades

ACCESS AND REAR LOT USE

- Most parcels have alley access for service and deliveries
- Rear parking common; opportunities exist for shared parking or alley enhancements

LOT CONFIGURATION

- Narrow, historic storefront lots dominate Main Street
- Larger parcels at the edges are single-use or unimproved
- Parcel fragmentation may require coordinated redevelopment strategies



CIRCULATION AND CONNECTIVITY CONDITIONS

ROADWAY NETWORK

The downtown street system follows a traditional grid, supporting both regional travel and local access. The network centers on Central Avenue (U.S. Highway 16), the community's main street and primary state highway, which carries significant local traffic as well as freight tied to agriculture and oilfield activity.

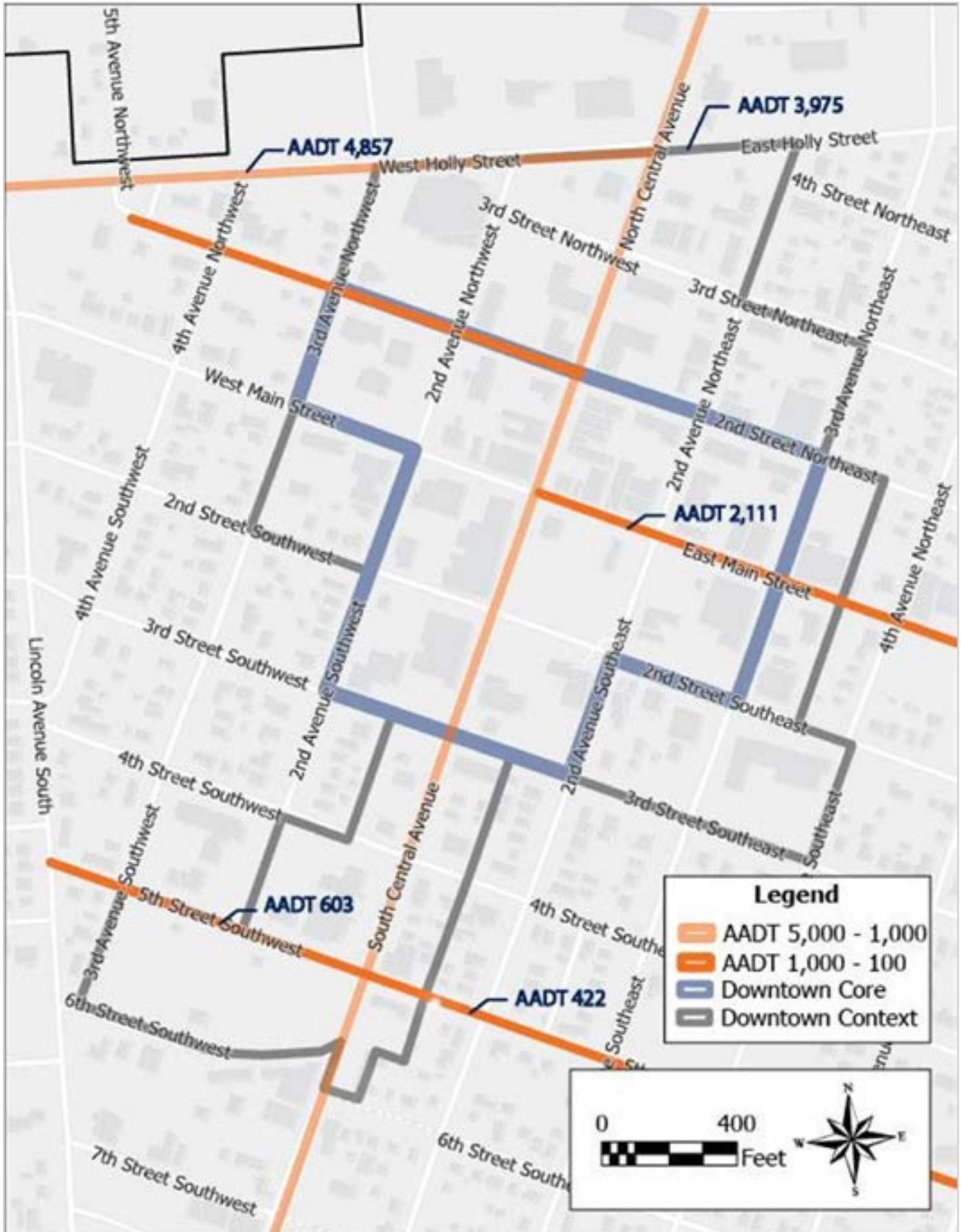
- Central Avenue (U.S. Highway 16): Main north–south route; high traffic volumes including trucks
- East–West Access: Streets like Main Street and 2nd Street SE connect key destinations such as government offices, healthcare, retail, and parking
- E Main Street: Major arterial linking Central Avenue to residential neighborhoods
- Mix of street parking and mid-block lots, but limited wayfinding signage
- No enforced truck bypass, resulting in continuous heavy vehicle movement through downtown

Traffic activity downtown is heaviest along its principal arterials and state highway corridors, with freight movement contributing significantly to daily volumes.

- Truck RT 488: Up to 5,000 vehicles per day (highest recorded volume)
- E Main Street: Principal east–west corridor, up to 2,000 vehicles per day
- Smaller Arterials: Southwest section of 5th Street SE sees up to 600 vehicles per day



Sidney looking West | PC: Interstate Engineering



BIKE AND PEDESTRIAN FACILITIES

Downtown Sidney's active transportation network is moderately connected but inconsistent in quality and coverage. Sidewalks are present on most blocks, with the most consistent infrastructure along Central Avenue, 2nd Street NW, and 3rd Street NW. Elsewhere, sidewalks narrow to 5–6 feet, shift in materials, or show signs of deterioration. Gaps in coverage and faded crosswalks reduce accessibility, and long crossing distances often lack pedestrian refuge.

PEDESTRIAN HIGHLIGHTS:

- Missing or incomplete sidewalk segments disrupt walkability between blocks
- Surface variations and uneven conditions affect accessibility
- Many intersections lack marked crossings or have faded striping
- Street trees, benches, and pedestrian-scale lighting are limited
- Wider sidewalks and better lighting near civic sites are not extended elsewhere
- Few landscaped buffers or curb extensions separate pedestrians from traffic and parking

BICYCLE HIGHLIGHTS:

- No dedicated bicycle lanes or shared-lane markings within downtown
- Cyclists share travel lanes with vehicles, including on high-volume streets, without signage or protection
- No public bike racks, directional signage, or intersection safety treatments
- A multiuse path runs near downtown just outside the context area but lacks a direct connection to the core



Photos Clockwise: Undeveloped Lot owned by City of Sidney | Central Avenue and 2nd Street SE; Undeveloped Lot owned by City of Sidney | Central Avenue and 2nd Street SE; Alleyway between Mid-Rivers Communications and Yellowstone Bank Gravel parking | Central Avenue and Second Street SE | PC: Interstate Engineering

EXISTING VACANCY TRENDS

Vacancies in Downtown Sidney are dispersed, with a mix of undeveloped parcels, underused buildings, and inactive upper floors. Conditions range from visible, high-profile sites on primary corridors to smaller, less conspicuous gaps in the urban fabric.

- Large undeveloped parcels at Main Street & 2nd Avenue SW and at Central Avenue & 2nd Street SE create noticeable breaks in street frontage.
- Gravel or overgrown parcels appear at 3rd Street SE & 2nd Avenue SE and on West Main Street, some adjacent to deteriorated buildings.
- Several lots near 3rd Street SW function as unpaved, unmarked parking areas.
- Multiple blocks of East Main Street between Central Avenue and 2nd Avenue NE feature covered windows with no signage or apparent activity.
- Many two-story buildings along Route 16 and East Main Street have upper floors used for storage or left vacant.



Central Avenue Store fronts | PC: Interstate Engineering

PHYSICAL OPPORTUNITIES AND CONSTRAINTS

Downtown Sidney's physical environment presents strengths to build on and limitations that must be addressed to support revitalization.

OPPORTUNITIES

HISTORIC BUILDING STOCK

A concentration of architecturally distinctive buildings provides a strong foundation for identity and adaptive reuse.

COMPACT STREET GRID

Walkable block lengths and connected streets create opportunities for enhanced pedestrian circulation and public space activation.

EXISTING ANCHORS

Destinations such as Meadowlark Brewing, the Merc, Veterans Park, and the courthouse draw visitors and serve as focal points for activity.

AVAILABLE SITES

Vacant lots and underused parcels offer redevelopment potential for new commercial, mixed-use, and public spaces.

REGIONAL LOCATION

Sidney's position as a service and cultural hub for the surrounding area provides a market base for expanded retail, dining, and entertainment.

CONSTRAINTS

BUILDING CONDITION AND VACANCY

Deferred maintenance, deteriorated facades, and long-term vacancies limit occupancy and deter investment.

TRAFFIC AND SAFETY

High vehicle speeds along Main Street reduce pedestrian comfort and make crossings difficult.

INFRASTRUCTURE LIMITATIONS

Sidewalks, drainage, ADA accessibility, and crosswalk visibility require upgrades.

FRAGMENTED STREETScape

Inconsistent signage, landscaping, and building design weakens the sense of place.

UNDERUTILIZED UPPER FLOORS

Many second stories are vacant or used for storage, reducing the potential for housing or office space in the downtown core.

COMMUNITY ASSETS AND CONCERNS

The Community Assets and Concerns analysis reflects locations identified during public engagement as valued resources or areas needing improvement. This synthesizes comments from focus groups, the steering committee, visioning boards, and the preliminary survey results.

ASSETS

CULTURAL AND HISTORIC LANDMARKS

- The courthouse, Veterans Park, historic post office, and museum.

RECREATION AND GATHERING SPACES

- Farmers market area, Veterans Park, and the courthouse lawn for events.

BUSINESSES AND VENUES

- Meadowlark Brewing, the Merc, Sunny's Family Restaurant, Ranger Lounge, and other locally owned establishments.

ART AND AESTHETICS

- Existing murals and building remodels that enhance downtown's appearance.

CONCERNS

SAFETY HOTSPOTS

- Multiple intersections noted as unsafe for pedestrians and cyclists, including East Main & 2nd Ave NE, and 3rd Ave NW & East Holly Street.

VACANCY AND DETERIORATION

- Empty lots and visibly deteriorated buildings, particularly along Main Street and key corners.

PUBLIC REALM GAPS

- Lack of shade, greenery, benches, and garbage cans in parts of downtown.

CONNECTIVITY ISSUES

- Incomplete bike path "loop" into downtown, lack of pedestrian signage, and unclear parking locations.

UNDERUTILIZED PROPERTIES

- Upper floors of commercial buildings and vacant parcels not contributing to downtown activity.

VISION, MISSION, AND VALUES

VISION STATEMENT

Downtown Sidney will be a vibrant and welcoming destination where history, community, and commerce meet. It will serve as the heart of the region, with thriving local businesses, attractive public spaces, and year-round events that bring people together and celebrate Sidney's identity.

MISSION STATEMENT

To create a vibrant and welcoming destination where history, community, and commerce converge. Downtown will serve as the heart of the region, featuring thriving local businesses, well-designed public spaces, and year-round programming that attracts visitors and brings residents together to celebrate Sidney's identity.

CORE VALUES

COMMUNITY FIRST

Downtown is the gathering place of Sidney, and revitalization efforts must serve residents while also welcoming visitors.

AUTHENTICITY

Sidney's history, architecture, and agricultural heritage character elements are central to its identity and should guide reinvestment and design decisions.

ACCESSIBILITY

Downtown should promote being safe, walkable, and inclusive, offering spaces and amenities for people of all ages and abilities.

PRIDE OF PLACE

Clean, well-maintained buildings and inviting public spaces create a downtown that reflects community pride and attracts new investment.

COLLABORATION

Strong partnerships among the city, County, Chamber, businesses, and residents are essential to successful downtown revitalization.

ECONOMIC VITALITY

In a rural community like Sidney, strengthening the local economy depends less on large-scale development and more on supporting the small businesses and entrepreneurs that reside there. Downtown Sidney already plays a key role by providing the community essential services, dining, and retail options for the community, but residents still share concerns about vacant storefronts, inconsistent business hours, and limited reinvestment in existing properties. Residents also noted that many local businesses operate with tight margins, making it difficult to sustain daily operations or fund building improvements without external support.

Community feedback shows the importance of steady and achievable progress, especially when it reflects what residents genuinely want to see in the area. Focus group participants expressed the desire for affordable rents with higher quality building facades, noting that deferred maintenance and empty storefronts often create a negative perception of downtown. Others discussed the difficulty of launching and growing a new business in a small market, especially when startup owners lack the necessary resources or business planning experience. Overall, the community has a clear interest in additional dining, service, and retail options that would reduce the need to travel elsewhere for shopping or entertainment.

Reinvestment in downtown properties remains a critical priority for Sidney. Many buildings have not been updated in decades, and while some owners have taken on major renovations, others have been slow to invest or are reluctant to lower asking prices for vacant spaces. This dynamic makes redevelopment more difficult but also highlights the need for targeted resources that can help property owners fill vacancies and invest in building improvements. Connecting owners to state or federal tax credits, rural development grants, and small-scale incentive programs could address these challenges and encourage new investment.

Equally important is the need for coordinated leadership to properly carry out the community's vision. While Sidney benefits from active civic groups and a strong Chamber of Commerce, there is currently no dedicated organization committed to focusing on the needs and opportunities exclusively downtown. Establishing a coordinated association or district would bring together businesses, property owners, and civic partners to align marketing efforts, events, and property improvements. This organization would not only reduce overlapping efforts but also serve as a vehicle for applying for grants, pursuing shared promotions, and sustaining downtown programming over time.

Visible improvements to the downtown area remain a top priority for both residents and visitors. Even modest upgrades, such as new signage, fresh paint, storefront lighting, and improved window displays, can improve perceptions of downtown and make it more inviting. These small changes, when multiplied across several businesses and blocks, display a clear sense of progress while remaining realistic and achievable within the local market.

In sum, economic vitality in Sidney is less about attracting large outside investments and more about nurturing what already exists in the community. By strengthening local businesses, supporting steady reinvestment, and creating unified leadership, downtown can continue to serve as the community's economic and cultural hub. Achieving success will require a practical approach that is realistic for a rural setting, grounded in local partnerships, and reinforced by outside funding opportunities where available.



2024 Leadership Sidney class planting trees in Veterans Memorial Park. Photo credit: Sidney Chamber of Commerce

ECONOMIC VITALITY RECOMMENDATIONS

GOAL #1: SUPPORT SIDNEY’S SMALL BUSINESSES AND ENTREPRENEURS THROUGH FOCUSED RESOURCES AND DOWNTOWN IMPROVEMENTS, ALWAYS BALANCING GROWTH WITH THE RURAL IDENTITY.

Objective 1.1: Strengthen existing businesses through partnerships, technical assistance, and modest programs that help them adapt, remain competitive, and continue serving residents and regional visitors.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.1.1 Host short, skills-based workshops on marketing, bookkeeping, and succession planning.	Sidney Area Chamber of Commerce Richland Economic Development Corporation (REDC) Small Business Development Center (SBDC)	Short Term (0–2 years)	\$5000 yearly
1.1.2 Create a one-page business resource sheet summarizing local and regional funding programs, contacts, and technical assistance providers.	Sidney Area Chamber of Commerce REDC	Short Term (0–2 years)	\$1500
1.1.3 Promote cooperative advertising or shared promotions among downtown businesses to lower marketing costs and expand visibility.	Sidney Area Chamber of Commerce SBDC	Medium Term (3–4 years)	\$1500 yearly
1.1.4 Publicize local business milestones, such as anniversaries, façade improvements, or expansions, through City and Chamber channels to reinforce community support.	Sidney Area Chamber of Commerce City of Sidney	Short Term (0–2 years)	\$4000 yearly

Objective 1.2: Improve the appearance and functionality of downtown storefronts through small, visible upgrades.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.1 Establish a voluntary façade mini-grant program focused on affordable improvements such as painting, lighting, signage, and awning repairs.	City of Sidney	Medium Term (3–4 years)	\$25,000–\$75,000 yearly
1.2.2 Launch a “Downtown Pride” recognition effort that highlights businesses completing improvements and encourages others to participate.	Sidney Area Chamber of Commerce	Short Term (0–2 years)	\$1000 yearly
1.2.3 Facilitate the bundling of multiple small projects on one block to create visual impact and reduce contractor mobilization costs.	City of Sidney Sidney Area Chamber of Commerce Construction Consultant	Medium Term (3–4 years)	1% - 5% of total project cost

Objective 1.3: Fill local service and retail gaps by supporting small-scale business growth and reuse of existing space.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST
1.3.1 Use available sales and survey data to identify missing business types that are financially sustainable in Sidney’s market.	REDC Sidney Area Chamber of Commerce	Short Term (0–2 years)	\$1500 yearly
1.3.2 Maintain an online and printed inventory of downtown spaces for lease or sale, including basic rent ranges and contact information.	REDC Sidney Area Chamber of Commerce	Short Term (0–2 years)	\$4000
1.3.3 Potential zoning updates to allow short-term or pop-up leases in vacant buildings to test new business ideas and activate empty storefronts.	REDC City of Sidney Sidney Area Chamber of Commerce Downtown Group	Medium Term (3–4 years)	\$2500

1.3.4

Connect entrepreneurs to local banks and revolving loan programs offering low-interest financing for inventory, equipment, or tenant improvements.

REDC

Short Term
(0–2 years)

\$3000 yearly

GOAL #2: ENCOURAGE REINVESTMENT AND COORDINATED LEADERSHIP TO ADDRESS VACANCIES AND PROMOTE STEADY DOWNTOWN IMPROVEMENTS THROUGH LOCALLY DRIVEN, ACHIEVABLE EFFORTS.

Objective 2.1: Support reinvestment in vacant and underutilized properties through practical tools, local partnerships, and targeted outreach.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>2.1.1</p> <p>Prepare a simple Property Owner Resource Guide to summarize available incentives such as state historic tax credits, revolving loan funds, and USDA Rural Development programs.</p>	<p>REDC</p> <p>Sidney Area Chamber of Commerce</p>	<p>Short Term</p> <p>(0–2 years)</p>	<p>\$2000</p>
<p>2.1.2</p> <p>Work with property owners to make basic repairs and display active “Available for Lease” signage to signal opportunity and readiness to potential tenants.</p>	<p>REDC</p> <p>City of Sidney</p>	<p>Short Term</p> <p>(0–2 years)</p>	<p>\$500–\$2,000 yearly</p>
<p>2.1.3</p> <p>Facilitate temporary uses in vacant spaces, including pop-ups, seasonal vendors, or short-term exhibits, to build interest and activate empty storefronts.</p>	<p>Sidney Area Chamber of Commerce</p>	<p>Medium Term</p> <p>(3–4 years)</p>	<p>\$7500 yearly</p>



Objective 2.2: Establish a unified downtown organization or working group to coordinate marketing, events, and improvement efforts.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>2.2.1 Form a Downtown Working Group made up of business owners, property owners, City staff, and Chamber representatives to coordinate near-term projects.</p>	<p>City of Sidney Consultant</p>	<p>Short Term (0-2 years)</p>	<p>\$5000 yearly</p>
<p>2.2.2 Further develop the Main Street program for Sidney in partnership with the Montana Main Street program.</p>	<p>City of Sidney</p>	<p>Medium Term (3-4 years)</p>	<p>\$7500 yearly</p>
<p>2.2.3 Seek seed funding from the Montana Department of Commerce or private foundations to support startup costs or part-time coordination staff.</p>	<p>City of Sidney Consultant</p>	<p>Medium Term (3-4 years)</p>	<p>\$10,000-\$50,000</p>
<p>2.2.4 Document and celebrate early successes to build credibility and demonstrate the value of a dedicated downtown organization.</p>	<p>Sidney Chamber of Commerce City of Sidney</p>	<p>Short Term (0-2 years)</p>	<p>\$2000</p>



Rustic Revival Grand Opening (2024) | East Main Street | PC: Sidney Area Chamber of Commerce

GOAL #3: FOSTER STRONGER TIES AMONG BUSINESSES, CIVIC GROUPS, AND RESIDENTS, SO DOWNTOWN SIDNEY IS WELL-MARKETED AND CONTINUES TO SERVE AS THE COMMUNITY'S HUB.

Objective 3.1: Strengthen communication and collaboration among organizations already active downtown such as the city, Chamber, and businesses.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.1.1 Pilot a “downtown evenings” program where businesses agree to stay open late one evening per month, paired with small community events.	Sidney Chamber of Commerce	Medium Term (3–4 years)	\$10,000-\$20,000 yearly
3.1.2 Host quarterly coordination meetings with representatives from local businesses, churches, schools, and service clubs to align activities and avoid scheduling conflicts.	City of Sidney	Short Term (0–2 years)	\$2000 yearly
3.1.3 Designate a downtown liaison or volunteer coordinator to connect event organizers, property owners, and City staff for routine logistics and permitting.	City of Sidney	Medium Term (3–4 years)	\$10,000–\$25,000 yearly
3.1.4 Maintain an up-to-date contact list of downtown stakeholders for use during outreach, emergencies, and promotions.	REDC Sidney Chamber of Commerce City of Sidney Downtown Group	Short Term (0–2 years)	\$500 yearly
3.1.5 Use existing newsletters and social media pages to share progress updates and reinforce a consistent downtown brand voice.	Sidney Chamber of Commerce All Interested Parties	Short Term (0–2 years)	\$2500 yearly

Objective 3.2: Promote downtown as Sidney’s central gathering place through coordinated marketing and community events.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.2.1 Create short spotlight features (print, online, or video) that tell the stories of Sidney’s local businesses and their owners.	Sidney Chamber of Commerce	Medium Term (3–4 years)	\$2,000–\$10,000 yearly
3.2.2 Incorporate downtown highlights into tourism promotion.	Sidney Chamber of Commerce	Short Term (0–2 years)	\$10,000–\$15,000 yearly
3.2.3 Track attendance and sales during major events to demonstrate measurable benefits of downtown activity and guide future programming.	Sidney Chamber of Commerce	Short Term (0–2 years)	2,500–\$5,000
3.2.4 Launch a “Shop Downtown Sidney” campaign timed around key seasons, e.g., holiday shopping, summer events, and back-to-school weekends.	Sidney Chamber of Commerce	Medium Term (3–4 years)	\$5,000–\$15,000 yearly



Fall Festival 2023 East Main Street | C: Sidney Area Chamber of Commerce

IDENTITY, PLACEMAKING, AND EXPERIENCE

A strong community identity is essential, particularly in a small rural city like Sidney, where downtown serves as both a functional hub and a symbol of community pride. Residents agree that downtown lacks a cohesive look and feel. While projects like Meadowlark Brewing, the Yellowstone Mercantile, and several murals showcase reinvestment, inconsistent signage, deferred maintenance, and vacant storefronts diminish the district's overall appeal and make it harder to market as a destination.

Residents want Sidney's identity to stay grounded in its rural and agricultural heritage—authentic, not overly themed or decorative. Farming, ranching, and local history remain central to how people describe the community, and many want those elements reflected in downtown design, signage, and marketing. The goal is a unified, down-to-earth identity that feels true to Sidney's character and scale.

Branding and wayfinding are simple, high-impact tools to strengthen that identity. Many visitors pass through Sidney without noticing downtown; clear, well-placed signage and a consistent visual language can change that. A branding toolkit—developed with local input and designed for easy use by businesses, civic groups, and event organizers—would help create uniformity across storefronts, marketing materials, and downtown events. Shared colors, fonts, and logo templates would allow anyone to promote downtown in a recognizable, coordinated way without large marketing budgets.

Sidney values its historic buildings but many need basic upkeep. Encouraging small, visible improvements—fresh paint, window repair, restored signage—can build momentum and pride. Recognition programs or walking tours could highlight successful restorations and inspire others to invest. New construction should complement downtown's scale, materials, and traditional form, strengthening rather than diluting its historic character.

Events and experiences also shape identity. Sidney already has strong traditions—parades, markets, and seasonal festivals—but residents want more family-friendly programming throughout the year. Vacant lots and underused spaces could host pop-ups, food trucks, or small performances, turning idle areas into gathering places. Collaboration among businesses, civic groups, and residents can sustain programming without overburdening the City.

Sidney's downtown identity will grow through practical, authentic steps—cohesive branding, preservation of rural character, and community-driven events. Success will depend on coordination, visible progress, and a shared sense of pride in downtown as the heart of the community.



Example of Wayfinding sign

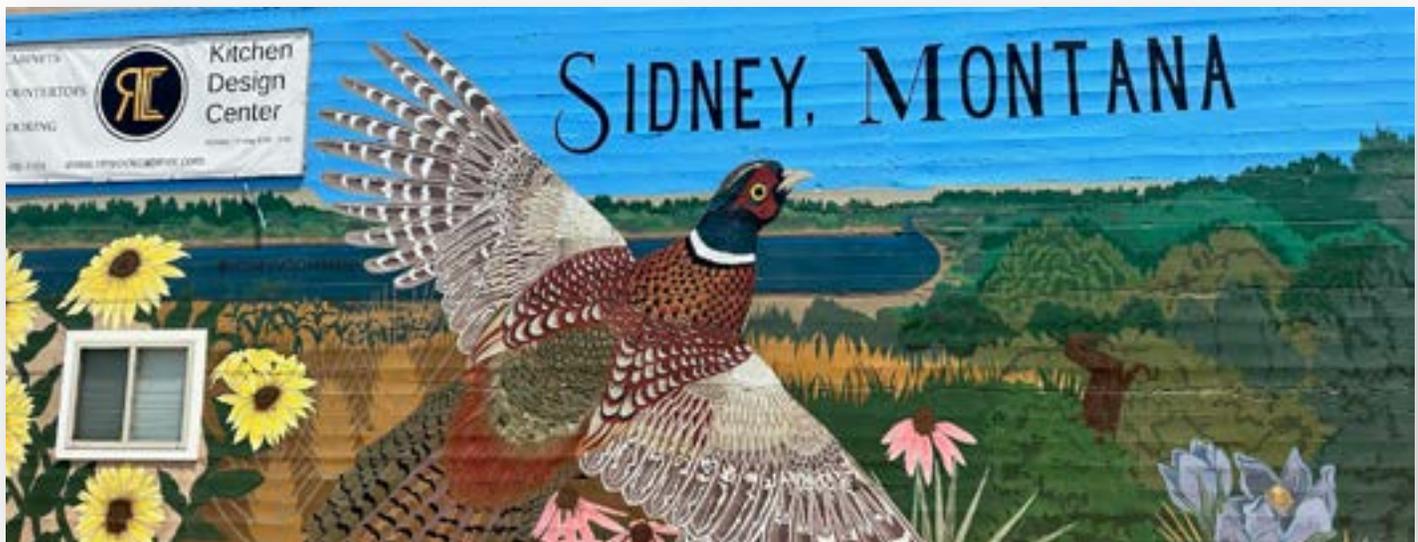
Source: Town of Estes Park Colorado

IDENTITY, PLACEMAKING & EXPERIENCE RECOMMENDATIONS

GOAL #1: ESTABLISH A COHESIVE IDENTITY FOR DOWNTOWN WITH BRANDING AND SIGNAGE VISUALS THAT MATCH SIDNEY'S SCALE, TO GIVE RESIDENTS A SENSE OF PLACE.

Objective 1.1: Create a simple, shared brand for Downtown Sidney that businesses and civic groups can apply consistently across signs, storefronts, and promotions.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>1.1.1</p> <p>Develop a concise branding toolkit for Downtown related efforts that includes logo options, color palettes, fonts, and templates for signs, flyers, and social media graphics.</p>	Sidney Chamber of Commerce	Medium Term (3–4 years)	\$10,000–\$20,000
<p>1.1.2</p> <p>Partner with the Chamber, schools, or local artists to design imagery that reflects Sidney’s agricultural roots and small-town character.</p>	Sidney Chamber of Commerce	Short Term (0–2 years)	\$1500
<p>1.1.3</p> <p>Engage a professional designer through state grants or Tourism Business Improvement District (TBID) funding to prepare print-ready files and editable templates.</p>	Sidney Chamber of Commerce	Medium Term (3–4 years)	\$15,000–\$30,000



Central Avenue Mural on the South side of Rimrock Cabinet Company. Mural Artist: Colleen Clarke | PC: Interstate Engineering

Objective 1.2: Install coordinated wayfinding and gateway signage that reinforces the downtown brand and guides visitors to key destinations.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.1 Start with three to five pilot signs utilizing the Downtown brand at primary entry points and major intersections to test layout and durability.	Sidney Chamber of Commerce City of Sidney	Medium Term (3–4 years)	\$15,000–\$40,000
1.2.2 Plan for gradual expansion, adding pedestrian-scale wayfinding, parking markers, and directional inserts to parks, schools, and attractions as additional funding becomes available.	Sidney Chamber of Commerce City of Sidney	Long Term (5+ years)	\$20,000–\$75,000
1.2.3 Seek sponsorships or partnerships to offset installation and maintenance costs, ensuring the signs remain well-kept.	City of Sidney	Medium Term (3–4 years)	\$2,500–\$5,000

Objective 1.3: Coordinate communication and marketing so that all partners share consistent messages and maximize limited resources.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.3.1 Form a small communications group of downtown businesses, the Chamber, and civic organizations to align promotions and media outreach.	Sidney Chamber of Commerce	Short Term (0–2 years)	\$500 - \$1,000 yearly
1.3.2 Maintain a unified events calendar posted online, on social media, and in printed form for storefront display.	Sidney Chamber of Commerce	Short Term (0–2 years)	\$1,000 - \$2,000 yearly
1.3.3 Track engagement metrics (social-media reach, event attendance, website hits) to measure progress and guide future marketing efforts.	Sidney Chamber of Commerce	Short Term (0–2 years)	1,000 - \$2,000 yearly

GOAL #2: PRESERVE SIDNEY'S HISTORIC CHARACTER WHILE MODERNIZING DEVELOPMENT STANDARDS TO ENSURE NEW CONSTRUCTION, INFILL, AND LAND USES REINFORCE THE COMMUNITY'S RURAL IDENTITY AND SMALL-TOWN SCALE.

Objective 2.1: Update the zoning code and design standards to provide clear, accessible, and enforceable guidance for future development.



Conceptual Rendering of a design that provides a realistic, code-compliant vision for adaptive reuse and infill development. Not meant to reflect actual projects. (2.2)

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>2.1.1 Use input from the design charrette and public workshops to calibrate standards that reflect community preferences while remaining practical for local builders and property owners.</p>	City of Sidney	Short Term (0-2 years)	\$2,500
<p>2.1.2 Clarify approval procedures for façade improvements, signage, and infill development, so applicants understand expectations and timelines from the outset.</p>	City of Sidney	Short Term (0-2 years)	\$2,500 - \$5,000
<p>2.1.3 Consolidate and rewrite the City's zoning and design standards into a clear, user-friendly format that defines building scale, massing, setbacks, stepbacks, façade treatments, and materials appropriate for downtown.</p>	City of Sidney	Medium Term (3-4 years)	\$50,000 - \$75,000

Objective 2.2: Create voluntary design guidelines and funding mechanisms that encourage property owners to reinvest and align with new standards.



Conceptual rendering of a building design that demonstrates how community priorities can guide adaptive reuse of historic properties and enhance Sidney’s downtown character. Not meant to reflect actual projects.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>2.2.1</p> <p>Prepare illustrated design guidelines that show appropriate colors, materials, and architectural details consistent with Sidney’s rural and historic character.</p>	<p>City of Sidney Design Consultant</p>	<p>Medium Term (3–4 years)</p>	<p>\$20,000 - \$40,000</p>
<p>2.2.2</p> <p>Pursue funding through state preservation, tourism, or rural development grants to establish small incentive programs (e.g., mini-grants, design assistance) that encourage compliance.</p>	<p>REDC</p>	<p>Short Term (0-2 years)</p>	<p>\$2,500 - \$5,000</p>
<p>2.2.3</p> <p>Highlight and celebrate early adopters through local media or City recognition programs to showcase successful reinvestment.</p>	<p>Sidney Chamber of Commerce Newspapers MonDak Heritage</p>	<p>Short Term (0-2 years)</p>	<p>\$2,500 - \$5,000</p>
<p>2.2.4</p> <p>Maintain an online library of resources, including the guidelines, application forms, and funding options, to improve transparency and ease of access.</p>	<p>City of Sidney</p>	<p>Short Term (0-2 years)</p>	<p>\$2,500 - \$5,000</p>

Objective 2.3: Refine permitted uses and zoning overlays to strengthen downtown’s commercial vitality and visual appeal.



Conceptual rendering of an existing downtown structure that reflects community input and aligns with the character of the B-3 Central Business District. The concept maintains the current building footprint while upgrading materials, lighting, and facade detailing to create a more inviting and functional mixed-use space. Not meant to reflect actual projects.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.3.1 Revise zoning to limit non-active uses such as storage or warehousing along Main Street and Central Avenue, ensuring ground floors remain pedestrian-oriented.	City of Sidney	Short Term (0-2 years)	\$2,500-\$5,000
2.3.2 Encourage active and engaging uses, like retail, restaurants, galleries, or personal services, on primary corridors to sustain downtown energy throughout the day.	REDC	Short Term (0-2 years)	\$2,500-\$5,000
2.3.3 Evaluate implementation options such as a downtown overlay district, a simplified form-based code, or targeted amendments to the existing zoning framework.	City of Sidney	Medium Term (3-4 years)	\$5,000-\$10,000
2.3.4 Coordinate land use adjustments with design standards to ensure building form and function work together.	City of Sidney	Medium Term (3-4 years)	\$5,000-\$10,000

GOAL #3: EXPAND EVENTS AND ACTIVITIES THAT REFLECT SIDNEY'S CULTURE, BRING RESIDENTS TOGETHER, AND PROVIDE VISITORS WITH AUTHENTIC, FAMILY-FRIENDLY EXPERIENCES ROOTED IN THE COMMUNITY'S IDENTITY.

Objective 3.1: Strengthen existing events through coordinated planning, shared resources, and diverse local partnerships.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>3.1.1</p> <p>Enhance established events, such as the Sunrise Festival, parades, and Farmers Market, with simple, affordable additions like live music, family games, or food vendors.</p>	<p>Sidney Chamber of Commerce</p> <p>Richland County Extension Office</p> <p>MonDak Heritage Center</p>	<p>Short Term</p> <p>(0-2 years)</p>	<p>\$10,000 - \$20,000</p> <p>yearly</p>
<p>3.1.2</p> <p>Create a shared equipment inventory (tents, lighting, signage, sound systems) maintained by the City or Chamber to reduce recurring costs.</p>	<p>Sidney Chamber of Commerce</p>	<p>Short Term</p> <p>(0-2 years)</p>	<p>\$2,500 - \$5,000</p>
<p>3.1.3</p> <p>Pursue combined funding sources, including TBID grants, Chamber sponsorships, and local business contributions, to strengthen financial stability for recurring events.</p>	<p>Sidney Chamber of Commerce</p>	<p>Medium Term</p> <p>(3-4 years)</p>	<p>\$1,000 - \$2,500</p>



Fall Festival in Downtown Sidney | Source: Sidney Chamber of Commerce Facebook

Objective 3.2: Develop new, tourism-oriented programming that complements community events and supports local businesses.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.2.1 Promote downtown as the preferred venue for festivals, pop-up markets, and holiday activities to increase foot traffic and retail sales.	Sidney Chamber of Commerce TBID	Short Term (0-2 years)	\$5,000 - \$10,000 yearly
3.2.2 Encourage multi-day or weekend-long events that include dining and shopping incentives for attendees.	Sidney Chamber of Commerce	Medium Term (3-4 years)	\$5,000 - \$10,000 yearly
3.2.3 Track event performance (e.g., attendance, spending, and lodging impact) to demonstrate value and guide future programming decisions.	Sidney Chamber of Commerce	Short Term (0-2 years)	\$2,500 - \$5,000 yearly

Objective 3.3: Expand community participation and volunteer capacity to sustain downtown programming long term.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.3.1 Establish a volunteer sign-up system that matches community members with specific event roles such as setup, promotion, or hospitality.	Sidney Chamber of Commerce RSVP	Short Term (0-2 years)	\$5000 yearly
3.3.2 Encourage sponsorships from local businesses in exchange for visible recognition during events.	Sidney Chamber of Commerce	Short Term (0-2 years)	\$10,000
3.3.3 Host an annual event-planning workshop led by the Chamber, City, and TBID to coordinate logistics, marketing, and funding opportunities.	Sidney Chamber of Commerce	Medium Term (3-4 years)	\$1,000 - \$2,500 yearly
3.3.4 Publicly recognize volunteers and sponsors during community events and through Chamber media channels to build pride and ongoing support.	Sidney Chamber of Commerce	Short Term (0-2 years)	\$2500

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
<p>3.3.5 Document event best practices, such as checklists, vendor contacts, and templates, to ease leadership transitions and maintain consistency.</p>	<p>Sidney Chamber of Commerce</p>	<p>Short Term (0-2 years)</p>	<p>\$2500</p>

PUBLIC REALM AND STREETScape

The public realm and streetscape are at the heart of how residents and visitors experience downtown Sidney. These spaces—our sidewalks, streets, plazas, parks, and gathering spots—are more than just functional infrastructure. They are the physical stage where daily life, commerce, and community connection take place.

A well-designed public realm fosters social interaction, encouraging neighbors to meet, linger, and engage in the life of the community. It supports downtown businesses by creating an inviting, walkable environment that draws people in and keeps them exploring. Elements such as street trees, landscaping, lighting, benches, and safe crosswalks enhance comfort, safety, and accessibility for all users, from children to seniors.

The streetscape plays a key role in Sidney’s identity. Thoughtful design can reflect our history, culture, and values, making downtown a place residents are proud of and visitors remember. Sidney has already demonstrated the value of integrating art into the public realm through the installation of four Sidney-themed murals in the downtown area. These works not only enhance the visual character of the streetscape but also serve as a form of regional promotion, telling our story and showcasing the community to both residents and travelers. Survey feedback shows that while 22.6% of respondents identified a desire for additional public art or murals, the majority expressed higher priorities in other streetscape enhancements. Public art, signage, and distinctive architectural details remain important tools for adding character and reinforcing Sidney’s sense of place.

Beyond aesthetics, the public realm contributes to health, accessibility, and sustainability. Walkable, shaded streets encourage active lifestyles and provide direct connections to essential community resources. In downtown Sidney, a short walk can link residents to the school system, vision and dental care providers, and both city and county government offices. According to the 2022 Richland County Quality of Life Assessment, 38.6% of county residents say that sidewalks would help them be more physically active, while 45.2% say that parks and trails would encourage them to increase their physical activity. These findings underscore the importance of investing in pedestrian and recreational infrastructure as part of the public realm. At the same time, green infrastructure, such as permeable pavements, native plantings, and stormwater features, supports environmental stewardship.



Fall Festival 2024 | 2nd Street Northwest Mural
PC: Sidney Area Chamber of Commerce

PUBLIC REALM AND STREETScape

Well-maintained sidewalks are a key component of the public realm, yet their condition and consistency vary significantly throughout downtown Sidney. This is particularly evident in the transition areas where residential neighborhoods meet the downtown core. Within the heart of downtown, sidewalks are generally 7 feet wide, providing adequate space for pedestrians, street furniture, and landscaping features. The Montana Department of Transportation holds a right-of-way extending to the exterior of buildings along Central Avenue, influencing sidewalk design, placement, and maintenance. Despite this, sidewalk conditions are not ideal—several segments are crumbling, collapsing, or missing entirely, creating accessibility issues and detracting from the pedestrian experience. Addressing these deficiencies, particularly in high-traffic areas and key connection points to surrounding neighborhoods, will be essential to fostering walkability and ensuring the downtown is safe and welcoming for all users.

The public realm also directly influences the economic vitality of downtown. Sidney's core includes approximately 75 buildings, housing a diverse mix of uses: 17 bars and restaurants, 15 retail businesses, and numerous service-oriented establishments such as law offices, CPA firms, dental and eye care providers, insurance agencies, hair salons, and a 24-hour gym. An attractive and accessible streetscape encourages residents and visitors to spend more time, and money, in these businesses. Enhancements to the public realm can create a positive feedback loop: increased foot traffic supports local merchants, which in turn sustains a vibrant and active downtown. Furthermore, the Sidney Tourism Business Improvement District, the Convention and Visitor Bureau, and the Sidney Area Chamber of Commerce and Agriculture have all developed tourism strategies, funded by the Montana Department of Commerce, that explicitly integrate downtown Sidney as a tourism attraction. These efforts recognize downtown not only as a local hub but also as a destination for visitors, reinforcing the importance of investing in its public spaces and streetscape.

Currently, Sidney faces a lack of functional, healthy vegetation in its downtown streetscape. A tree-planting effort undertaken roughly 20 years ago used species ill-suited for the setting, resulting in hard-to-maintain trees and inadequate sidewalk accommodations. Many of these trees have since failed, leaving limited greenery in the public realm. With downtown following the Highway 16 corridor, future landscaping plans must consider the unique operational needs of semi-trailers, snowplows, and the heavy oil and agricultural traffic that define Sidney's economy. Survey results indicate strong public support for reintroducing greenery—64.6% of respondents identified the need for more landscaping and plantings in downtown.

Feedback from the public visioning workshop also emphasized the need for more garbage receptacles, improved overall cleanliness, and better street maintenance. Maintaining a clean and well-kept streetscape is



Artist paints mural on South Side of Centre Movie Theatre. Artist: Rhonda Whited | PC: Sidney Area Chamber of Commerce



Memorial Day 2024 in Veterans Memorial Park | PC: Interstate Engineering

especially challenging in Sidney due to the downtown’s role as part of Highway 16—a heavily traveled route for the agricultural and oil industries. Large trucks, equipment, and constant freight traffic contribute to wear and tear, debris, and grime at a pace that outmatches typical municipal maintenance schedules. Addressing these concerns will require both strategic design solutions and maintenance planning that acknowledges the demands placed on this critical transportation corridor.

Currently, there is no formal public initiative for street furniture in downtown Sidney. The City of Sidney provides three trash receptacles along the downtown sidewalks and offers additional receptacles and services upon request for festivals, parades, and other events. Some individual businesses choose to add their own small benches, flower pots, or flags, but there is no organized program to ensure these amenities are distributed consistently throughout downtown. A grassroots patriotism effort is led by Richland County JCI (formerly the Jaycees), which contracts with businesses to display the American flag at their locations during appropriate patriotic holidays. These independent efforts highlight both the community’s interest in enhancing downtown’s appearance and the opportunity to coordinate and expand such amenities as part of a comprehensive streetscape strategy.

There are currently four empty lots within downtown that present opportunities for enhancing the public realm. Lot 1 sits next to the Centre Movie Theatre, Lot 2—owned by the City of Sidney—is located west of City Hall, Lot 3 is next to Yellowstone Mercantile Company, and Lot 4 is adjacent to Sunny’s Family Restaurant. Most of these sites have remained undeveloped for decades, with their origins as vacant lots tied to fires that destroyed former buildings 20 to 60 years ago. These spaces could be transformed into pocket parks, outdoor seating areas, public art installations, or new commercial developments, providing valuable infill opportunities to strengthen downtown’s vibrancy and pedestrian appeal.

Wayfinding and signage improvements are also recommended to better draw people into downtown and guide them to local businesses, attractions, and amenities. These signs are strictly for directions and not advertising. Well-placed directional signs, maps, and branded gateways can strengthen downtown’s visibility and encourage visitors to explore more of what Sidney offers. Parking availability is not necessarily a shortage issue; rather, survey feedback and observations indicate that the location, condition, and visibility of parking options need improvement. Enhancing signage for parking areas, upgrading their appearance, and ensuring they are well-lit and easy to navigate will improve the downtown experience for residents and visitors alike.

In Sidney, investment in our public realm and streetscape is an investment in our community’s vitality. By creating safe, accessible, and attractive spaces, we can strengthen downtown as the social, economic, and cultural heart of our city.

PUBLIC REALM AND STREETScape RECOMMENDATIONS

GOAL #1: ENHANCE DOWNTOWN'S AESTHETIC, IDENTITY, AND COMFORT

Objective 1.1: Enhance Downtown's aesthetic, identity, and comfort

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.1.2 Use functional art (bike racks, benches, trash receptacles), drought-tolerant landscaping, and seasonal change-outs (removable planters, banners) to keep downtown both practical and visually dynamic year-round.	City of Sidney	Medium Term (3-4 years)	\$50,000
1.1.3 Require or incentivize decorative barriers and streetside buffering along parking lots to soften their appearance, improve walkability, and blend them into the downtown streetscape.	City of Sidney Montana Department of Transportation	Medium Term (3-4 years)	\$50,000
1.1.4. Incorporate street trees, planters with integrated seating, awnings, or canopies to provide shade, weather protection, and pedestrian comfort along sidewalks and gathering areas.	City of Sidney Montana Department of Transportation	Long Term (5+ Years)	\$100,000

Objective: 1.2 Improve comfort and vitality downtown by adding coordinated street furniture and amenities.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.1 Install coordinated street furniture—benches, bike racks, trash receptacles, and modular fixtures—placed strategically to support walkability and accessibility.	City of Sidney Montana Department of Transportation	Medium Term (3-4 years)	\$50,000
1.2.2 Layer visual cues such as furniture placement, public art, and lighting to reduce perceived lane widths, calm traffic, and reinforce downtown's brand identity.	City of Sidney	Medium Term (3-4 years)	\$25,000

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.3 Integrate lighting with planters, benches, signage, and art installations for multifunctional impact.	City of Sidney	Long Term (5+ Years)	\$5,000

Objective 1.3: Activate vacant and underutilized spaces as community assets

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.3.1 Repurpose vacant lots, unused rights-of-way, and low-demand redevelopment areas into pocket parks, plazas, or permanent community spaces for events, markets, and gatherings.	Property Owners City of Sidney	Short Term (0-2 Years)	\$150,000
1.3.2. Encourage adaptive reuse of vacant buildings as business incubators or specialty shops	Richland Economic Development	Short Term (0-2 Years)	\$20,000
1.3.3 Offer incentives to support private redevelopment alongside public activation.	City of Sidney Richland County	Medium Term (3-4 Years)	\$15,000

GOAL #2: MAINTAIN A CLEAN, FUNCTIONAL, AND RESILIENT STREETSCAPE

Objective 2.1: Design and maintain streetscape elements and infrastructure that can withstand Sidney’s climate, heavy truck/freight use, and daily wear—ensuring long-term functionality with consistent cleaning and maintenance schedules.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.1.1 Establish consistent maintenance and cleaning schedules that address heavy truck and freight impacts	City of Sidney Montana Department of Transportation	Short Term (0-2 Years)	\$30,000
2.1.2 Explore additional options to address heavy truck and freight impacts in town	City of Sidney Montana Department of Transportation	Short Term (0-2 Years)	\$2000

MOBILITY AND ACCESS

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.1.3 Apply protective coatings like anticorrosion finishes, anti-graffiti films, and freeze thaw resistant sealants to extend lifespan of street furniture, public art, etc.	Mural Owners City of Sidney	Medium Term (3-4 Years)	\$5,000
2.1.4 Regularly seal, stripe, and repair parking lots and on-street spaces to keep them functional and visually appealing.	City of Sidney	Short Term (0-2 Years) Yearly Basis	\$40,000 yearly
Objective 2.2: Maintain a clean, functional, and resilient streetscape			

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.2.2 Ensure trash bins are paired and located within 50 feet of food or gathering areas to reduce litter.	City of Sidney	Short Term (0-2 Years)	\$8000 yearly
2.2.3 Require streets to be cleared at posted times, as shown on public signage, to allow for routine street cleaning.	City of Sidney	Short Term (0-2 Years)	\$10,000

MOBILITY AND ACCESS

Downtown Sidney’s transportation network is centered around vehicle travel. Most residents and visitors arrive by car, with direct access provided from Highway 16 and surrounding arterial streets. The downtown corridor is served by on-street parking, and while City Code 10-2-15 limits parking to two hours between 8:00 a.m. and 6:00 p.m. (excluding Sundays and holidays), signage is not consistently posted throughout the district, leading to some uncertainty about where and how the ordinance is enforced.

Pedestrian movement through downtown is supported in part by the network of crosswalks provided by the City of Sidney and the Montana Department of Transportation. Crosswalks are installed at every intersection along Highway 16, as well as in high-traffic areas around Sidney Middle School, Veterans Memorial Park, and Central Elementary School. However, important gaps remain—particularly along Second Avenue East and Second Avenue West, where crosswalks are noticeably absent. This limits the ease and safety of crossing in those areas.

Sidewalks in the core of downtown range from 5 to 7 feet in width, providing enough space for two-way pedestrian traffic under normal conditions. However, this width is minimal when factoring in other potential uses. For example, if a business places a sidewalk sign, merchandise rack, or seasonal display in front of their store, it can significantly reduce the available walkway space and make it difficult for two people to pass comfortably. This limitation can affect both the pedestrian experience and the ability of businesses to activate the street edge for



*Centre Movie Theatre Mural. Artist: Rhonda Whited
PC: Sidney Area Chamber of Commerce*



*Sidney Middle School | Central Avenue
PC: Interstate Engineering*

marketing purposes. Sidewalk condition is also inconsistent—some sections are well maintained, while others are collapsing, crumbling, or missing entirely. These irregularities, particularly near residential areas adjacent to downtown, can further hinder walkability and detract from the overall pedestrian experience.

Pedestrian activity in downtown is notably higher during the school year, particularly between 3:30 p.m. and 4:30 p.m., as students travel between Sidney Middle School, Central Elementary School, and nearby neighborhoods. The close proximity of these schools to the downtown corridor creates regular surges in foot traffic, underscoring the importance of safe crossings, continuous sidewalks, and well-maintained pedestrian routes.

Connectivity to the broader active transportation network is limited. The nearest connection to the Sherry Arnold Fitness Trail is located half a mile from the primary downtown corridor. Without a direct or clearly defined link, pedestrians and cyclists are less likely to combine trail use with downtown visits.

Bicycle infrastructure is also absent from downtown Sidney. There are no designated bike lanes, meaning cyclists must share the roadway with vehicles. This can be intimidating for less experienced riders and may discourage regular bicycle trips into downtown.

In addition to the lack of bike lanes, downtown lacks other infrastructure to support alternative modes of transportation. There are no public bike racks available for secure storage, and no bike- or scooter-sharing programs currently operate in Sidney. Public transportation is available only through an appointment-based ride service, which limits its practicality for spontaneous or short trips into downtown. This lack of multimodal support reduces travel options for those without access to a vehicle and may limit downtown's appeal as a destination for younger residents, seniors, and visitors seeking alternative ways to get around.

Seasonal weather also plays a significant role in mobility and access. Winters in Sidney can last between five and seven months in some years, with prolonged periods of snow, ice, and cold temperatures. For residents and consumers, the ability to access downtown on roads and sidewalks that are cleared and maintained is critical. Safe, ice-free walking surfaces and parking located within a comfortable distance of destinations are especially important during these extended winter months, when travel can be physically challenging and less appealing.

The City of Sidney does have adequate policy in place for snow and ice removal. Per Ordinance 494 (3-1-2010): "It shall be the duty of the owner or tenant of any privately held real property in the city of Sidney to remove snow, ice and slush from sidewalks abutting said real property within twenty-four (24) hours after a snowfall." Enforcement capacity has recently been strengthened through the creation of a Compliance Officer position in 2023, allowing the city to more proactively address violations of city codes, including those related to sidewalk maintenance in winter.

MOBILITY AND ACCESS

Overall, while vehicle access to downtown Sidney is straightforward, pedestrian and bicycle connections are fragmented, infrastructure for alternative transportation modes is minimal, and seasonal weather conditions can further limit mobility. Addressing these gaps—along with improving sidewalk conditions and width usability, enhancing pedestrian safety during peak school-related foot traffic, and ensuring consistent winter maintenance and enforcement—will be critical in creating a more accessible, inviting, and multimodal downtown environment that serves all users.

MOBILITY AND ACCESS RECOMMENDATIONS

GOAL #1: CREATE A SAFE, ACCESSIBLE, AND CONNECTED DOWNTOWN

Objective 1.1: Upgrade sidewalks and pedestrian areas to be smoother, more accessible, and clearly separated from vehicle traffic.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.1.1 Replace and expand deteriorated, uneven, or missing segments of sidewalk to accommodate protected multiuse path.	City of Sidney Private Landowners	Long Term (5+ Years)	\$100,000
1.1.2 Widen sidewalks where possible to increase capacity and comfort, especially in areas with heavy foot traffic.	City of Sidney	Long Term (5+ Years)	\$200,000
1.1.3. Incorporate planting strips, planters, or street trees to separate sidewalks from vehicle lanes, providing safety, shade, and visual appeal	City of Sidney	Medium Term (3-4 Years)	\$75,000
1.1.4 Install decorative LED fixtures and canopy-style festoon or string lighting to enhance visibility, safety, and atmosphere along sidewalks and plazas.	City of Sidney	Long Term (5+ Years)	\$30,000
1.1.5. Use lighting, colored/textured pavement, and decorate elements at key crossings (but not within the crosswalk) to reinforce downtown's pedestrian character and identity.	City of Sidney	Medium Term (3-4 Years)	\$40,000

Objective 1.2: Minimize crash risks and improve safety by redesigning crossings, intersections, and circulation patterns to lessen conflict points between people and vehicles.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.1. Use raised crosswalks with bold markings, raised designs, lighting, curb extensions, narrowed lanes to calm traffic and improve pedestrian safety	City of Sidney Montana Department of Transportation	Long Term (5+ Years)	\$50,000
1.2.2 Highlight key pedestrian crossings with high-contrast paint, themed or seasonal treatments or overhead lighting.	City of Sidney Montana Department of Transportation	Long Term (5+ Years)	\$50,000
1.2.3 Integrate Leading Pedestrian Intervals (LPIs) at signals and pedestrian refuge islands at wide intersections to give walkers a safer head start and reduce conflicts.	City of Sidney Montana Department of Transportation	Medium Term (3-4 Years)	\$75,000
1.2.4 Incorporate decorative elements—such as archways, coordinated lighting, or cohesive design palettes—that reinforce downtown character while signaling driver awareness of pedestrian zones.	City of Sidney Sidney Chamber of Commerce	Long Term (5+ Years)	\$150,000
1.2.5 Reconfigure and stripe narrow streets to feature parallel parking on one side and angled or back in angled parking on the other, improving pedestrian visibility and overall safety.	City of Sidney	Short Term (0-2 Years)	\$15,000

GOAL #2: MODERNIZE STREET LIGHTING BY INTEGRATING PEDESTRIAN-SCALE FIXTURES, ENHANCING SAFETY AT CROSSINGS, AND ADDING DECORATIVE ELEMENTS THAT STRENGTHEN DOWNTOWN'S CHARACTER.

Objective 2.1: Integrate pedestrian-scale fixtures, decorative LEDs, and multi-functional lighting (on benches, planter posts, signage) to provide consistent illumination while reinforcing downtown's character.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.1.1			
Select LED fixtures and posts that align with downtown's historic or architectural identity. Decorative poles, warm-temperature LEDs, and coordinated banners/flower baskets can reinforce Sidney's unique downtown feel while still providing modern efficiency.	Montana-Dakota Utilities City of Sidney Sidney Area Chamber of Commerce Branding Plan	Long Term (5+ Years)	\$500,000
2.1.3			
Install color-changing LEDs, festoon string lighting, or wall uplighting that can shift for holidays, community events, or public art highlights.	Sidney Area Chamber of Commerce City of Sidney Private Property Owners	Long Term (5+ Years)	\$100,000
2.1.4			
Incorporate lighting into benches, planters, bollards, and signage to maximize every element of the streetscape.	City of Sidney	Long Term (5+ Years)	\$5000

Objective 2.2: Place hanging baskets, banners, and architectural details on light poles to lower the street "ceiling," add texture, and reflect Sidney's identity.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.2.1			
Use pole-mounted brackets, decorative finials, and cross-arms that echo downtown's historic building details. Pair with architectural LED uplighting to emphasize vertical rhythm and make the "street ceiling" feel cohesive and human-scaled.	City of Sidney Montana Dakota Utilities Sidney Chamber of Commerce	Medium Term (3-4 Years)	\$25,000

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.2.2 Integrate heritage plaques or “Did You Know?” mini-panels on poles that share Sidney’s history, local legends, or notable figures.	MonDak Heritage Center	Short Term (0-2 Years)	\$10,000
2.2.3 Install cascading flower baskets, pole planters, or climbing vines on trellis-style pole wraps. The downward and vertical growth softens pole height while visually compressing the space above sidewalks.	Sidney Chamber of Commerce Civic Groups (Lions, Kiwanis, Sunrise Ambassadors)	Short Term (0-2 Years)	\$10,000

ORGANIZATION AND PARTNERSHIP

Sidney is a community that is rich in social capital, supported by more than 100 nonprofit organizations serving the area. This strong network of civic, charitable, and service-oriented groups provides a solid foundation for collaboration. However, despite the abundance of active organizations, there are currently no formalized local efforts dedicated specifically to the downtown district or its beautification. With such a high level of social capital, it is reasonable to consider allocating specific downtown projects to interested civic groups whose missions align with downtown improvement. For example, local Kiwanis or Lions Clubs could “adopt a block” of downtown, taking responsibility for cleanliness, landscaping, and seasonal public floral displays. The Masons, VFW, or other fraternal organizations might choose to sponsor or construct amenities such as bike racks, benches, or wayfinding features. These targeted partnerships could channel community energy into visible, impactful enhancements while fostering shared ownership of the district’s success.



City of Sidney Public Works Installing Street Pole Banners.
PC: Sidney Area Chamber of Commerce.

The downtown area is home to key public institutions that serve both city and county functions. Within the district, the Richland County Courthouse and its associated public parking, the Nutter Building, Sidney City Hall, and two city-owned parking lots provide essential civic infrastructure. The City also owns an undeveloped downtown lot with potential for placemaking, additional parking, or other community-centered uses.

ORGANIZATION AND PARTNERSHIP

State-level support comes primarily from the Montana Department of Commerce, which offers both funding and technical assistance to Sidney through programs such as the Montana Main Street Program and the Community Development Block Grant. The Montana Main Street Program follows the nationally recognized Main Street Approach, which is built on four interconnected points: Economic Vitality, Design, Promotion, and Organization. This framework provides a community-based revitalization strategy that is practical, adaptable, and proven to guide downtown transformation. It encourages communities to strengthen their economic base, improve the physical and visual environment, promote the downtown as a destination, and establish strong partnerships and organizational capacity to sustain revitalization over time.

The Sidney Area Chamber of Commerce has been a primary driver of downtown activity, leveraging its affiliation with the Montana Main Street Program to implement several “lower-hanging fruit” projects that enhance the downtown experience. These have included the creation of downtown festivals, the installation of public murals, and the placement of decorative street pole banners. The Chamber also manages the Convention and Visitors Bureau, which allocates funding for tourism initiatives. By strategically aligning tourism promotion with downtown development, the Chamber has strengthened both the local economy and the district’s appeal to visitors.

Operationally, the City of Sidney’s Public Works Department is recognized for its forward-thinking approach, maintaining long-term planning and capital improvement programs that keep the city in a strong financial position. However, Sidney’s ability to generate new revenue for downtown projects is constrained by a limited tax structure, and public sentiment tends to be fiscally conservative.

Looking forward, the success of downtown revitalization will depend on building a more formalized coalition of public, private, and nonprofit partners who can coordinate resources, pursue funding opportunities, and implement both short-term enhancements and long-term transformational projects. By capitalizing on existing strengths—such as high community engagement, established civic infrastructure, and access to state-level programs—Sidney can develop an organizational framework that ensures downtown remains a thriving and vibrant core for generations to come.

ORGANIZATION AND PARTNERSHIP RECOMMENDATIONS

GOAL #1: ESTABLISH A CLEARINGHOUSE FOR REVITALIZATION THAT UNIFIES PUBLIC, PRIVATE, AND CIVIC EFFORTS, ENSURING PROJECTS MOVE FORWARD IN A COORDINATED WAY.

Objective 1.1: Empower Civic Contributions

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.1.1 Create a Downtown Project Menu – A simple one-page sheet listing tangible projects with a scope, cost, and volunteer needs (e.g., “Adopt a planter for the summer,” “Fund a bike rack,” “Sponsor a mural panel”).	City of Sidney	Short Term (0-2 Years)	\$2000

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.1.2 Provide Turnkey Toolkits – Clear instructions, supply lists, and point-of-contact details so they don’t have to figure it out themselves.	City of Sidney	Short Term (0-2 Years)	\$5000
1.1.3 Assign groups a recurring role they can take pride in.(Example: Adopt a Block Programs)	City of Sidney	Short Term (0-2 Years)	\$1000

Objective 1.2: Expand City Capacity to Manage Downtown Efforts

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
1.2.1 Dedicate annual funding to support a part-time (10 hours/week) Downtown Renewal Coordinator position within city operations, ensuring consistent management, communication, and oversight of downtown revitalization efforts.	Sidney Chamber of Commerce	Short Term (0-2 Years)	\$20,000 yearly
1.2.2 Explore mechanisms like a Business Improvement District (BID) or a dedicated downtown fund to support recurring operations.	City of Sidney Richland County	Medium Term (3-5 Years)	\$10,000
1.2.3 Form or formalize a Downtown Partnership Board that includes Chamber, business owners, civic clubs, and property owners.	Downtown Businesses	Short Term (0-2 Years)	\$5000

GOAL #2: MARKET DOWNTOWN SIDNEY AS A DESTINATION STOP

Objective 2.1: Build a unified brand

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.1.1 Develop a shared branding guide in collaboration with the Chamber of Commerce, Heritage Center, local businesses, and municipal leaders.	Sidney Chamber of Commerce	Short Term (0-2 Years)	\$15,000

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.1.2			
Apply the brand consistently to wayfinding signage, banners, kiosks, benches, light poles, and other streetscape elements.	City of Sidney Montana Department of Transportation	Medium Term (3-4 Years)	\$25,000
2.1.3			
Encourage local adoption by supporting merchants and organizations in integrating the brand into their own marketing	Sidney Chamber of Commerce	Medium Term (3-4 Years)	\$2000

Objective 2.2: Centralize and Strengthen Marketing Collaboration

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
2.2.1			
Utilize the Chamber of Commerce as the single online hub that consolidates downtown news, events, and promotional materials.	Sidney Chamber of Commerce	Short Term (0-2 Years)	\$8000
2.2.2			
Host quarterly roundtables with partners to align campaigns, share resources, and coordinate messaging.	Sidney Chamber of Commerce	Short Term (0-2 Years)	\$2500
2.2.3			
Launch joint campaigns that highlight seasonal events, promotions, and downtown experiences.	Sidney Chamber of Commerce	Short Term (0-2 Years)	\$5,000 yearly
2.2.4			
Implement a shared evaluation process where partners contribute data and feedback, with transparent reporting of results.	Downtown Group	Short Term (0-2 Years)	\$4000 yearly

GOAL #3: ALIGN LOCAL INITIATIVES AND INCENTIVES WITH DOWNTOWN GOALS

Objective 3.1: Incentivize downtown improvements to private owners

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.1.1 Establish a local fund dedicated to funding downtown renewal initiatives, to support both private façade improvements that meet established branding guidelines and priority public infrastructure projects.	REDC	Short Term (0-2 Years)	\$11,000 yearly
3.1.2 Align tourism development with downtown development to leverage additional funding	Sidney Chamber of Commerce	Short Term (0-2 Years)	No additional cost

Objective 3.2: Drive redevelopment forward by putting tax abatements, credits, and current funding programs to work.

STRATEGIES	RESPONSIBLE PARTIES	TIMELINE	COST ESTIMATES
3.2.1 Collaborate with local tax authorities to adopt a property tax abatement program that incentivizes the redevelopment and revitalization of underutilized properties.	Richland County City of Sidney	Medium Term (3-4 Years)	\$15,000
3.2.2 Collaborate with local government to adopt a property tax abatement program for the rehabilitation of historic buildings.	Richland County City of Sidney	Medium Term (3-4 Years)	\$15,000
3.2.3 Inform and assist property owners in leveraging available programs—such as the REAP Program and Historic Preservation Tax Credits—to enhance and restore their building facades.	REDC	Short Term (0-2 Years)	\$5000 yearly



DEVELOPED BY



EXHIBIT C - WORK ORDER*for use with Master Agreement Between Owner and Contractor*

WORK ORDER number 008 made as of the 13th day of February, 2026.

BETWEEN the Owner:

City of Sidney
115 2nd Street SE
Sidney, Montana, 59270
(406) 433-2809

and the Contractor:

B & B Builders Inc.
1123 10th Ave SE
Sidney, Montana, 59270
(406) 482-4401

License no. 12210 for the following **PROJECT:**
(Name, location, and detailed description)

City of Sidney-Works Building Bathroom and Entry
10013rd Ave NE
Sidney, MT 59270

Demo and remodel entry and bathroom areas at north and east main building entrance.

The Architect for the Project:
(Name, legal status, address, and other information)

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 05 day of May, 2025 form the Contract.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1. THE WORK OF THIS WORK ORDER
2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3. CONTRACT SUM
4. PAYMENTS
5. INSURANCE AND BONDS
6. PARTY REPRESENTATIVES
7. ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute and pay for the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Work Order.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

March 23, 2026

The Date of Commencement of the Work for the Project shall be the date that the Building Permit is issued for the Work.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: **May 23, 2026**

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$ _____), subject to additions and deductions as provided in the Contract Documents. See Exhibit "B" for Contract Sum breakdown. Contractor's clarifications to the scope of Work are attached as Exhibit "C". The Work shall be performed in accordance with the schedule attached as Exhibit "D".

For Change Orders or Construction Change Directive Work, the amount for overhead and for profit added or deducted shall be a total of ten percent (10%) of the Cost of the Work that is added or deducted, respectively ("Contractor's Fee"). Cost of the Work is defined in Exhibit "A". Such Contractor's Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor's reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §12.5 of the Master Agreement. Likewise, subcontractors shall not add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily general conditions costs may be added in accordance with §12.5 of the Master Agreement. However, fee shall not be reduced for deductive Change Orders arising as a result of the Sales Tax Savings Program of Article 21.12 of

the Master Agreement, except fee on the amount of the sales tax saved shall be deducted.

1. For Change Order Work accomplished by the Contractor's own forces, acting in the role of a subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
2. For Change Order Work accomplished by Subcontractors, Subcontractor's overhead and profit shall be a maximum of 10% of the Cost of the Work.
3. For each Subcontractor, for Work performed by that Subcontractor's sub-subcontractor, no overhead charges, but a 5% fee for overhead and profit on the amount due the sub-subcontractor shall be paid the Subcontractor.
4. For each Sub-subcontractor, for Work performed by that Sub-subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
5. No further tiering of sub-subcontractors will be allowed mark up for fees, overhead, or profit.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Exhibit “B”

§ 3.2.3 Unit prices, if any:
(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
Exhibit “B”		

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:
(Identify each allowance.)

Item	Price
Exhibit “B”	

§ 3.3 Cost of the Work plus Contractor’s Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$_____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
-------------	------------------------------	--------------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
-------------	--------------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Other

§ 3.5.1 The Contract Sum shall be determined in accordance with the following:

(Insert a description of how the Contract Sum will be determined.)

per attached estimate 1398-revise Dated 02/05/26 project 2025 Work building bathroom and Entry

§ 3.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENTS

§ 4.1 Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:

(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application/or Payment is due.)

See Master Agreement.

§ 4.2 Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below: *(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)*

See Master Agreement.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 Insurance and Bonds shall be in accordance with Article 15 of the Master Agreement.

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the

Master Agreement:

Jeff Hintz
(406) 433-2809

§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Sean Suisse
(406) 480-4137
admin@bbbuildersmt.com

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit E, if any.			

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Section	Title	Date	Pages
See Exhibit E			

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

Number	Title	Date
See Exhibit E		

§ 7.1.6 The Addenda, if any:

Number	Date	Pages
See Exhibit E		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

This Work Order entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

B & B Builders, Inc.

1123 10th Ave SE
Sidney, MT 59270

ESTIMATE Item b.

Date	ESTIMATE NO.
2/5/2026	1398-revise

NAME / ADDRESS
City of Sidney 115 2nd St SE Sidney, MT 59270

PROJECT

2025 Work Building Bathroom & Entry

DESCRIPTION	Total
Labor and materials to demo and remodel entry and bathroom areas at North East main building entrance. Includes: One Window One Door FRP Panels on interior of entry and bathroom Liner Panels on shop side New Stool Urinal Wash Tub Electrical Water Heater *Sink provided by City of Sidney	88,012.79
Demo Deduct - City worker to demo a portion of total demolition required	-1,250.00

	Total \$86,762.79
--	--------------------------

Phone #	Fax #	E-mail
406-482-4401	406-482-9023	admin@bbbuildersmt.com

EXHIBIT C - WORK ORDER
for use with Master Agreement Between Owner and Contractor

WORK ORDER number 009 made as of the 13th day of February, 2026.

BETWEEN the Owner:

City of Sidney
115 2nd Street SE
Sidney, Montana, 59270
(406) 433-2809

and the Contractor:

B & B Builders Inc.
1123 10th Ave SE
Sidney, Montana, 59270
(406) 482-4401

License no. 12210 for the following **PROJECT:**
(Name, location, and detailed description)

City of Sidney-Weeks Building office and Locker room
1001 3rd St NE
Sidney, MT 59270

Demo existing parts,office and break rooms. Rebuild existing areas

The Architect for the Project:
(Name, legal status, address, and other information)

THE CONTRACT

This Work Order, together with the Contract Documents enumerated herein, including the Master Agreement between Owner and Contractor dated the 5th day of May, 2025 form the Contract.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1. THE WORK OF THIS WORK ORDER**
- 2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3. CONTRACT SUM**
- 4. PAYMENTS**
- 5. INSURANCE AND BONDS**
- 6. PARTY REPRESENTATIVES**
- 7. ENUMERATION OF CONTRACT DOCUMENTS**

ARTICLE 1 THE WORK OF THIS WORK ORDER

The Contractor shall execute and pay for the Work described in the Contract Documents enumerated in Article 7 of this Work Order, and any modifications issued after execution of this Work Order, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Work Order.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

April 6, 2026

The Date of Commencement of the Work for the Project shall be the date that the Building Permit is issued for the Work.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Work Order.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: **July 6, 2026**

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
------------------------	------------------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.6.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below
- Other, in accordance with Section 3.5 below

(Based on the selection above, complete Section 3.2, 3.3, 3.4 or 3.5 below.)

§ 3.2 Stipulated Sum

§ 3.2.1 The Stipulated Sum shall be (\$ _____), subject to additions and deductions as provided in the Contract Documents. See Exhibit "B" for Contract Sum breakdown. Contractor's clarifications to the scope of Work are attached as Exhibit "C". The Work shall be performed in accordance with the schedule attached as Exhibit "D".

For Change Orders or Construction Change Directive Work, the amount for overhead and for profit added or deducted shall be a total of ten percent (10%) of the Cost of the Work that is added or deducted, respectively ("Contractor's Fee"). Cost of the Work is defined in Exhibit "A". Such Contractor's Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor's reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §12.5 of the Master Agreement. Likewise, subcontractors shall not add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily general conditions costs may be added in accordance with §12.5 of the Master Agreement. However, fee shall not be reduced for deductive Change Orders arising as a result of the Sales Tax Savings Program of Article 21.12 of

the Master Agreement, except fee on the amount of the sales tax saved shall be deducted.

1. For Change Order Work accomplished by the Contractor's own forces, acting in the role of a subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
2. For Change Order Work accomplished by Subcontractors, Subcontractor's overhead and profit shall be a maximum of 10% of the Cost of the Work.
3. For each Subcontractor, for Work performed by that Subcontractor's sub-subcontractor, no overhead charges, but a 5% fee for overhead and profit on the amount due the sub-subcontractor shall be paid the Subcontractor.
4. For each Sub-subcontractor, for Work performed by that Sub-subcontractor, overhead and profit shall be a maximum of 10% of the Cost of the Work.
5. No further tiering of sub-subcontractors will be allowed mark up for fees, overhead, or profit.

§ 3.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the change in the Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Exhibit “B”

§ 3.2.3 Unit prices, if any:
(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
Exhibit “B”		

§ 3.2.4 Allowances, if any, included in the Stipulated Sum:
(Identify each allowance.)

Item	Price
Exhibit “B”	

§ 3.3 Cost of the Work plus Contractor’s Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.1.1 The following costs are subject to the Owner's prior approval:

§ 3.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4 Cost of the Work plus Contractor's Fee with a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.1.1 The following costs are subject to the Owner's prior approval:

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$_____), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Work Order, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and any applicable quantity limitations.)

Item	Units and Limitations	Price Per Unit (\$0.00)
-------------	------------------------------	--------------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
-------------	--------------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ **3.4.3.6** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ **3.4.3.7** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ **3.5 Other**

§ **3.5.1** The Contract Sum shall be determined in accordance with the following:
(Insert a description of how the Contract Sum will be determined.)

Per attached estimate 1399-revised Dated 02/05/26 2025 Works Building Office and Locker Room

§ **3.6** Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

ARTICLE 4 PAYMENTS

§ **4.1** Payments shall be in accordance with Article 3 of the Master Agreement, except as indicated below:
(Indicate all payment terms that differ from those set forth in the Master Agreement, such as period covered by each Application for Payment or date upon which each Application/or Payment is due.)

See Master Agreement.

§ **4.2** Retainage will be withheld in accordance with Article 3 of the Master Agreement, except as indicated below: *(Indicate all retainage terms that differ from those set forth in the Master Agreement, such as retainage amount, items not subject to retainage, terms for reduction, or limitation of retainage.)*

See Master Agreement.

ARTICLE 5 INSURANCE AND BONDS

§ **5.1** Insurance and Bonds shall be in accordance with Article 15 of the Master Agreement.

ARTICLE 6 PARTY REPRESENTATIVES

§ **6.1** The Owner identifies the following representative in accordance with Section 1.4.1 of the

Master Agreement:

Jeff Hintz
(406) 433-2809

§ 6.2 The Contractor identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Sean Suisse
(406) 480-4137
admin@bbbuildersmt.com

ARTICLE 7 ENUMERATION OF CONTRACT DOCUMENTS

§ 7.1 The Contract Documents are defined in Section 5.2 of the Master Agreement and, except for Modifications issued after execution of this Work Order, are enumerated in the sections below.

§ 7.1.1 This Work Order

§ 7.1.2 The Master Agreement

§ 7.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit E, if any.			

§ 7.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Work Order.)

Section	Title	Date	Pages
See Exhibit E			

§ 7.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Work Order.)

Number	Title	Date
See Exhibit E		

§ 7.1.6 The Addenda, if any:

Number	Date	Pages
See Exhibit E		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are enumerated in this Article 5.

§ 7.1.7 Additional documents, if any, forming part of the Contract Documents:
(List here any additional documents that are intended to form part of the Contract Documents.)

This Work Order entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

B & B Builders, Inc.

1123 10th Ave SE
Sidney, MT 59270

ESTIMATE Item c.

Date	ESTIMATE NO.
2/5/2026	1399-revise

NAME / ADDRESS
City of Sidney 115 2nd St SE Sidney, MT 59270

PROJECT

2025 Works Building Office & Locker Room
--

DESCRIPTION	Total
REVISED-Labor and materials to demo existing parts, office, and break rooms. Rebuild existing 22' x 35' areas into two 10' x 12' +/- offices with two new windows to exterior, new ceiling/floor joist for mezzanine to handle a stronger dead and live floor load, sheetrock offices, FRP break/locker room, electrical heaters, suspended ceiling and liner panels on shop side.	145,982.88
Demo Deduct - City worker to demo a portion of total demolition required	-3,500.00

Total		\$142,482.88
--------------	--	--------------

Phone #	Fax #	E-mail
406-482-4401	406-482-9023	admin@bbbuildersmt.com

Funding, Construction, Maintenance and Local Agency Guidelines (LAG) Agreement

Federal-Aid Project Number - TBD
22nd AVE NW PED/BIKE PATH-SIDNEY
UPN 10735000

This Agreement by and between the City of Sidney (Local Agency) and the Montana Department of Transportation (MDT) (collectively Parties) establishes the responsibilities and duties of the Parties with respect to Project activities including the design and construction of a shared-use path within the City of Sidney, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 10735000, Federal-Aid Project Number **XXXXXX** titled 22nd AVE NW PED/BIKE PATH-SIDNEY (Project) within the City of Sidney and further described in the Project Location Map in Attachment “B”; and,

Whereas, Federal Highway Administration (FHWA) funds available through the Transportation Alternatives Program will be used to pay for the construction, the Local Agency and State must ensure that federal and state requirements are met for the Project to remain eligible for state and/or federal funding; and,

Whereas, the State and Local Agency recognize the need to construct the Project, the Local Agency deeming it to be a valuable and beneficial consideration, and the Parties are willing to share in its costs in accordance with Article VI, Funding; and,

Whereas, the road upon which the Project is located is a public road not on any commission-designated highway system, and the Local Agency is the maintaining authority of the roadway.

Now, therefore, the Parties agree as follows:

ARTICLE I. FEDERAL SUBRECIPIENT AWARD INFORMATION

1. Local Agency’s Unique Entity ID is **XXXXXXX**;
2. This Project is not for research and development;
3. Federal Award Identification Number (FAIN) **XXXXXXX**;
4. Federal Award Project Description: Transportation Alternatives;
5. Awarding Agency: FHWA;
6. The Period of Performance begins the date this Project is federally programmed until the closure date;
7. Indirect Cost Rate: If the Local Agency chooses to claim an indirect cost rate for reimbursement, it must do so in accordance with 2 CFR Part 200.414 and Section E, Appendices III-VIII. The Local Agency may use the current 15% de minimis indirect

cost rate, unless the Local Agency has an indirect cost rate approved by a cognizant agency and submits a copy of the indirect cost approval letter to MDT.

ARTICLE II. GENERAL OBLIGATIONS OF MDT

1. MDT will provide appropriate and timely input during the Project's development.
2. If the Local Agency does not fulfill its maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the Local Agency. In doing so, MDT must first provide notice to the Local Agency allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the Local Agency.
3. MDT may complete any roadway or Right-of-Way maintenance required due to a public emergency and seek compensation from the Local Agency for any costs incurred. In doing so, MDT may first provide notice to the Local Agency, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the Local Agency.

ARTICLE III. GENERAL OBLIGATIONS OF THE LOCAL AGENCY

1. The Local Agency will design, award, and administer the construction contract to construct the Project.
2. The Local Agency will provide MDT opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. The Local Agency agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
4. The Local Agency will maintain all items within the off-system roadway rights of way, including the roadway surface (pavement repair, pavement preservation, and snowplowing), and will maintain all features, including signals (if present) and non-decorative roadway lighting, unless otherwise noted herein.
5. The Local Agency is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
6. The Local Agency will conduct all on-system Roadway Maintenance and Right-of-Way Feature Maintenance.
7. The Local Agency will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
8. The Local Agency, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.

9. The Local Agency agrees to regulate utility occupancy on the right-of-way of this roadway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 through 18.7.231, governing "Right of Way Occupancy by Utilities."
10. The Local Agency agrees it will assume full and complete responsibility for the Project, including any right-of-way or easements acquired for the Project and ownership and responsibility for any permits obtained for the Project.

ARTICLE IV. PROJECT-SPECIFIC CONSTRUCTION PERMITS OR PROVISIONS

1. Construction Storm Water General Permit

- a. The Local Agency agrees to have a certified SWPPP administrator (as required in section 3.2 of the MPDES CGP) on staff or under contract to perform that duty, and a valid registered account within MDEQ's Fees, Applications, and Compliance Tracking System (FACTS) prior to construction completion.
- b. Upon completion of all physical work associated with construction activity, the Parties will inspect the temporary erosion and sediment control measures and devices as part of MDT's final inspection with MDT's Contractor. MDT will provide the Local Agency with the Storm Water Pollution Prevention Plan (SWPPP) package for Local Agency review. Within ten (10) days of receiving the package, the Local Agency will provide MDT with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon MDT's and the Local Agency's approval of site conditions, measures, devices and all pertinent records, MDT will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. The Local Agency must log into FACTS to review and sign the transfer request within ten (10) business days.
- c. Once DEQ transfers the Construction Storm Water General Permit Authorization, the Local Agency will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.
- d. MDT agrees to pay annual fees associated with permit coverage until termination. To ensure payment, the Local Agency must forward invoices to MDT's Environmental Services Bureau.

ARTICLE V. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe and functional for the traveling public.

2. Shared-Use Path

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the path within the Project limits, such that it does not negatively impact the operation of the path or the safety of the traveling public. If all or part of the shared use path becomes unsafe for use, the Local Agency agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, “maintenance of a shared-use path” is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to the safe travel of pedestrians or other path users; maintenance of all associated drainage features; maintenance of path-related signs; and any and all other normally accepted maintenance practices.
- c. For the purposes of this Agreement, “maintenance of shared-use path signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, and other means.

3. Local Agency Signs

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to maintain the Local Agency signs (e.g., trail signs, parking signs, etc.) within the Project.
- b. For the purposes of this Agreement, “maintenance of signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, or other means.

4. Storm Drain System

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to service, maintain and repair the storm drain system installed OR MODIFIED as part of this Project.

- b. For the purposes of this Agreement, “maintenance of the storm drain system,” is defined as: inspection, cleaning, repair and replacement of the storm drain system, including storm drain inlets, piping, manholes and appurtenances making up the storm drain system; cleaning and maintenance of open ditches associated with the storm drain system.

ARTICLE VI. FUNDING

1. The Local Agency agrees to pay the requisite 13.42% non-federal matching funds for the Project and associated indirect costs up to the allowable overrun percentage in accordance with Tables 1 and 2 below.
2. The Local Agency is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.
3. It is understood and agreed between the Parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs. Indirect costs will be recovered on MDT charges to the Project at the rate for the fiscal year in which the charges are incurred. MDT will not recover indirect costs on Local Agency charges to the Project. See Table 1 below.
4. The Local Agency will be billed in advance for its share of MDT charges, including indirect costs and materials test rate. The billing for the Project’s preliminary engineering (PE phase) for MDT charges will be sent within 30 days of this Agreement being signed. The billing for the Project’s CE phase will be sent no fewer than sixty (60) days prior to the Project’s anticipated advertisement for letting.
5. The Local Agency will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Fiscal Services Division at:

Montana Department of Transportation
 Attention: Accounting Processing Section
 2701 Prospect Avenue
 P.O. Box 201001
 Helena, MT 59620-1001

6. MDT will not submit programming requests to FHWA for individual Project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN & CE) for all improvements, including contingencies and overruns, is in place to MDT’s satisfaction. The Project will not advance to advertising for construction until the Project has been authorized by FHWA for the funds to be reimbursable.

7. If payment is not made by the Local Agency within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
8. MDT will not participate in any future funding Agreement with the Local Agency until full payment, including any interest, is received from the Local Agency.
9. Local Agency agrees that if the Local Agency terminates Project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
10. The current Project cost estimate, including IDC and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.
11. The Local Agency's Project Manager will inform the State point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the State the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the State's comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the Local Agency from paying for any additional costs deemed necessary by State.
12. The Local Agency agrees to award the Project using Federal and Local Agency matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.
13. If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the Local Agency will contact the State to determine a funding solution agreeable to both Parties.
14. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

Table 1 – Project Cost Estimate

Project Phase	Total Cost of Phase	Federal Funds (86.58%)	Local Agency Matching Funds (13.42%)
Preliminary Engineering (PE) Total	\$110,094.00	\$95,319.39	\$14,774.61
PE - Local Agency (90%)	\$99,084.60	\$85,787.45	\$13,297.15
PE – MDT (10%)	\$11,009.40	\$9,531.94	\$1,477.46
Construction (CN) Total	\$917,450.00	\$794,328.21	\$123,121.79
Local Agency			
Construction Engineering (CE) Total	\$119,268.00	\$103,262.23	\$16,005.77
CE - Local Agency (95%)	\$113,304.60	\$98,099.12	\$15,205.48
CE – MDT (5%)	\$5,963.40	\$5,163.11	\$800.29
Right-of-Way (R/W) Total	\$0.00	\$0.00	\$0.00
Local Agency			
Incidental Construction (IC) Total	\$99,500.00	\$86,147.10	\$13,352.90
Utility Involvement - Local Agency			
Subtotal	\$1,246,312.00	\$1,079,056.93	\$167,255.07
IDC (9.90% - MDT PE & CE only)	\$1,680.31	\$1,454.81	\$225.50
Grand Total	\$1,247,992.31	\$1,080,511.74	\$167,480.57

The above costs are estimates and include inflation and current IDC, which is included in the CN phase. The rows above are labeled with “MDT” and “Local Agency.” The MDT rows are costs originating from MDT to provide oversight. The “Local Agency” rows are costs originating from the Local Agency for project development, construction, and construction engineering. Both MDT and Local Agency rows are billed to Federal Funds (TA) and Local Agency Matching Funds. The Indirect Cost Rate (IDC) only applies to the “MDT” rows.

Table 2 - MDT Guidelines for Awarding Construction Agreements
 (Used to determine allowable overrun cost participation based on construction bid award amount)

LOWEST RESPONSIVE BID	ALLOWABLE OVERRUN %
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%

ARTICLE VII. GENERAL OBLIGATIONS OF THE PARTIES

1. The Local Agency shall meet the requirements for Federal-Aid funding set forth in this Agreement. The Local Agency and MDT agree that the Project is a pilot project for a revised Local Agency Guidelines (LAG) process and will utilize the guidance set forth in the existing MDT LAG Manual (September 2013) where applicable and practical. The Local Agency and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this Project.
2. The Parties shall manage the delivery of the project phases and project areas of responsibility as identified below.
 - a. Project Phases:
 - i. [PL] Program Development (Planning) - **MDT**
 - i. [PE] Project Development (NEPA/MEPA, Design, Permitting) - **Local Agency**
 - ii. [RW] Right of Way Acquisition – **Local Agency**
 - iii. [IC] Utilities – **Local Agency**
 - iv. [CN/CE] Advertising Bid & Award – **Local Agency**
 - v. [CN & CE] Construction Contract Admin and Closeout - **Local Agency**
 - b. Local Agency Project Area Responsibilities:
 - i. Consultant selection and contract administration;
 - ii. Design;
 - iii. Environmental document preparation;
 - iv. Advertisement, bid, and award;
 - v. Civil Rights project management oversight, which includes compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), On the Job Training (OJT), and Title VI Programs;
 - vi. Construction contract administration
 - c. MDT Project Area Responsibilities:
 - i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
 - ii. Approval of Environmental documents and/or submittal of certification to FHWA that the action qualifies for a Categorical Exclusion (CE) for projects as allowed in section IV.A. of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1.
 - iii. Final Environmental certifications;
 - iv. Final certification of Right of Way (RW) transactions;

- v. Final certification of Utilities;
- vi. Requests for authorization of FHWA funds;
- vii. Public interest findings determinations;
- viii. Project final acceptance

d. Federal Highway Administration (FHWA) Project Area Expectations:

- i. Approval of National Environmental Policy Act (NEPA) environmental documents as described in Section IV.B of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1 and coordination of Endangered Species Act (ESA) consultation with USFWS.
- ii. Approval of MDT's ADA, DBE, EEO, OJT, and Title VI programs
- iii. Authorization of FHWA funds
- iv. "Buy America" waiver requests
- v. Experimental features and special experimental projects
- vi. Periodic audits of program and specific projects

3. The Parties agree to the following Project personnel and communication structure:

- a. Project Manager – will be appointed and retained by the Local Agency and is the person with responsible charge as defined in 23 CFR 172.9. The Local Agency may appoint and retain different Project Managers for various Project phases and will inform MDT of any change in Project Management.
- b. Local Agency Liaison – will be appointed and retained by MDT to provide assistance as requested by the Local Agency. This liaison may be different MDT personnel during the design and construction phases.
- c. MDT Program Manager – will work directly with the Project Manager and Local Agency Liaison as needed.
- d. Local Agency Engineer – will provide principal oversight dedicating reasonable support and resources necessary for successful delivery of the Project.

4. Local Agency LAG Obligations

- a. The Local Agency shall track internal costs and Project expenses in an accounting system that can allocate costs by project and can code between allowable and unallowable costs.
- b. The Local Agency shall provide initial Project budget estimates to MDT broken out by phase and by work planned to be performed with internal Local Agency staff and work planned to be performed by consultants and/or contractors.

- c. The Local Agency shall present reimbursement requests for the Eligible Costs incurred by Local Agency on behalf of the Project directly to MDT's Local Agency Liaison for review and approval. Such invoices shall identify the Project, UPN Number, Agreement number, Project phase, amount charged to each phase (e.g., PE, RW, CN), reimbursement request number, and itemize all expenses for which reimbursement is claimed. The Local Agency shall submit invoices to MDT no more often than monthly but at least once every three months, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. The Local Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the invoicing period, and work expected for the next invoicing period.
- i. Eligible Costs are the Local Agency's actual Project costs that are:
 - 1. Reasonable, necessary and directly incurred in the development of the Project;
 - 2. Documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board; and
 - 3. Eligible or allowed uses of Federal and State of Montana Funds.
 - ii. Eligible Costs may include Indirect Costs (IDC) rates that have been approved by MDT.
 - iii. MDT, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this Paragraph and is an Eligible Cost.
 - iv. The Local Agency may appeal any determination of an Ineligible Cost for further review, upon which, MDT will provide a detailed explanation of the determination, including any statute or program guidelines used to make such determination.
- d. The Local Agency shall have a written policy for the selection of engineering consultants that meets the requirements of 23 CFR 172. The Local Agency may choose to adopt MDT's consultant selection policy, modified (in writing) to be applicable to Local Agency personnel.
- e. The Local Agency shall meet the requirements of 23 CFR Part 636 and Title 18, MCA, regarding design-build contracts. The Local Agency shall have a written procedure for design-build contracts, if applicable to this Project, or may choose to adopt MDT's design-build guidelines.

- f. The Local Agency shall develop a Project delivery schedule, and status it no less than on a quarterly basis. The schedule will include milestones of major Project phases (PE, RW, I/C, CN, and CE).
- g. The Local Agency shall provide notice to MDT when subsequent Project phases (RW, IC, CN, CE) are ready to be programmed. This notice shall be provided at least three weeks prior to needed authorization for the phase to begin.
- h. The Local Agency shall not place or plan to place permanent Project features outside documented public RW. If additional RW (fee acquisition, easement, or temporary permits) are required, a RW phase will be initiated.
- i. The Local Agency shall be financially responsible for any federal payback required as a result of the Local Agency's breach of this Agreement.
- j. The Local Agency shall not begin RW, IC, CE, or CN until the Project NEPA/MEPA document has been signed and approved. The Local Agency is encouraged not to begin final design activities until NEPA/MEPA documents are signed.
- k. If performing these phases, the Local Agency shall be responsible to complete environmental, RW, railroad, and utility certification prior to requesting programming for the construction (CN) phase.
- l. The Local Agency will utilize the Montana Public Works Standard Specifications, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing.
- m. The Local Agency shall include MDT in preliminary plan reviews and document comment resolutions. MDT's review shall include Americans with Disabilities Act (ADA) compliance, constructability, quantities, materials, and roadway geometrics.
- n. The Local Agency shall develop the Project plans and specifications in accordance with all applicable federal regulations and guidelines, including but not limited to ADA, Public Rights-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), Buy America/Build America Buy America (23 CFR 635.410/2 CFR part 184) etc.
- o. The Local Agency shall support MDT in delivering this Project in accordance with all federal and state requirements associated with federal funding.

5. MDT LAG Obligations

- a. MDT shall submit Project phase programming requests to FHWA.
- b. MDT shall provide timely cost reimbursements to the Local Agency upon properly completed reimbursement requests.
- c. MDT shall verify the completeness of the NEPA/MEPA documentation and provide a recommendation to the Local Agency when to begin work on final design activities.
- d. MDT shall provide final certification of the environmental, RW, railroad, and utilities, based on information and recommendations provided from the Local Agency.
- e. MDT shall be financially responsible for any federal payback required as a result of MDT's breach of this Agreement.
- f. MDT shall consolidate all Project comments during plan reviews to avoid conflicting direction, as well as strive to provide comments no later than 14 days from the release of an agreed upon plan package release date.
- g. MDT shall support the Local Agency in its efforts to successfully complete this Project by being responsive and providing guidance as requested.
- h. Upon request, MDT shall promptly provide personnel for a final Project walk-through and completion certification.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the Parties.
2. **Termination** – This Agreement may be terminated by either party if the other party violates or breaches any term, condition, or article of this Agreement and the breaching party has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the breaching party's representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the Project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The Local Agency agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands,

causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the Local Agency's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the Local Agency, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and MDT agrees to protect, defend, indemnify, and hold the Local Agency, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the Local Agency.

5. Insurance

- a. **General Requirements:** Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each Party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.
- b. **General Liability:** Each Party shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Montana Code Annotated Title 2, Chapter 9.
- c. **Workers' Compensation Insurance:** The Local Agency must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Montana Code Annotated §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Local Agency nor its contractor, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

- d. **General Provisions:** All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.
6. **Public Safety** – It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the Local Agency will immediately protect the area from public access, contact the appropriate MDT Area Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.
7. **Invoicing** – If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the Local Agency and the Local Agency shall pay the same within thirty (30) days of its receipt of such invoices.
- i. Invoices will be sent to:
- Jessica Chamberlin
City Clerk/Treasurer
115 2nd Street SE
Sidney, MT 59270
ckerkttreasurer@cityofsidneymt.com
- ii. Payments shall be made to:
- Montana Department of Transportation
Attention: Accounting Processing Section
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
8. **Indirect Cost (IDC)**
MCA §17-1-106 requires all state agencies, including MDT, which receives non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually as defined in 2 CFR Part 200, Appendix VII. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to the Local Agency in addition to the direct project costs.
9. **Choice of Law and Venue** – This Agreement shall be governed by the laws of Montana. The Parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this Agreement.
10. **Binding Effect** – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

11. 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.
12. Non-Discrimination – The Local Agency will require that during the performance of any work arising out of this Agreement the Local Agency, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
13. ADA – MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
14. Audit – The Local Agency grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the Local Agency maintains in connection with this Agreement.
15. Utilities – This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
16. Amendment and Modification – This Agreement may be modified or amended only by written Amendment signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the Amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
17. Access and Retention of Records – The Local Agency agrees to provide MDT, the State of Montana Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The Local Agency agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
18. Severability – In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19. Representatives

- a. Local Agency's Representative: The Local Agency's Representative for this Agreement shall be the Local Agency Manager or designee or such other individual as Local Agency shall designate in writing. Whenever approval or authorization from or communication or submission to Local Agency is required by this Agreement, such communication or submission shall be directed to the Local Agency's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when Local Agency's Representative is not available, MDT may direct its communication or submission to other designated Local Agency personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Area Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, Local Agency may direct its direction or communication or submission to other designated MDT personnel or agents.
20. 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.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the Local Agency's authorized representative on behalf of the Local Agency, has signed and affixed hereto the seal of the Local Agency.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Montana Department of Transportation

Approved for Legal Content

Approved for Civil Rights

CITY OF SIDNEY

XXXX
City Manager

Attest:

XXXXX
City Clerk

Approved for Legal Content:

XXXX
City Attorney

ATTACHMENT A:
MDT NONDISCRIMINATION AND
DISABILITY ACCOMMODATION NOTICE

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, religion, national origin, sex, age, disability, and genetic information.

State protected classes

Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

- iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
- b. By signing this agreement the PARTY assures that:
 - The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*
- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

- (5) Information and Reports:** The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- (6) Sanctions for Noncompliance:** In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

**ATTACHMENT B:
PROJECT LOCATION MAP**

City/County/Town Construction Agreement Checklist

This agreement is intended to be used on MDT-constructed projects that involve cities, counties, or towns. Filling out the information below will help you ensure you have all the necessary information to complete this agreement and will assist reviewers. **This checklist must be included with your proposed agreement when it is distributed for review.**

Agreement with: Local Agency of Sidney

Enter entire string: City of Sidney

Prepared by: Marla Stremcha

General Project Information

Federal Project ID: Federal Project ID To be Determined

UPN: 10735000

Project Name: 22nd AVE. NW PED/BIKE PATH-SIDNEY

Route: Various

System: Off-system

Local Street Name: 22nd Ave. NW

Begin RP: Various

End RP: Various

Project Scope: reconstruction Other: Pedestrian Sidewalk/bicycle path

Maintaining Authority: Local Govt.

Is this within an MPO area? No

Required Project Provisions

Will the project have a Storm Water Pollution Prevention Plan (SWPPP)? Unknown

Is the project in a Municipal Separate Storm Sewer System (MS4) area? No

Does the project involve a Class V injection well? No

Project Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Sidewalks | <input checked="" type="checkbox"/> Shared-Use Path |
| <input type="checkbox"/> Lighting | <input type="checkbox"/> Landscaping and/or Irrigation |
| <input type="checkbox"/> Benches/Bike Racks/Planters/Tree Grates
and/or other Sidewalk Amenities | <input type="checkbox"/> Bulb-outs |

List any other project features covered by this agreement: None

Special Funding (Fill out if applicable)

If the project involves funding types that require local government funding contribution (e.g. matching funds or funds to finance specific project features) and/or concurrence with the use of funding, indicate below.

Funding Type: TA

Local Agency Funding? Yes, as a percentage of project cost

If "Other" selected, describe funding: None

System for Award Management (SAM)

For Local Agency Guidelines (LAG) projects where the Local Agency is receiving Federal Aid funding, the System for Award Management (SAM) needs to be checked to make sure that the agency is not excluded.

1. Go to sam.gov/content/exclusions
2. Type the Local Agency's name in the Search Exclusions box and click the magnifying glass to search.

The Local Agency does NOT have an exclusion within the SAM

Did you edit any of the standard language in the template? Yes No

Checklist for required internal MDT review (before submission to Local Agency):

If the standard language in the Agreement is changed, the agreement must be sent to Legal for review prior to sending to the individuals on the check list below.

District Administrator

District Preconstruction Engineer

Division Maintenance Chief

Maintenance Administrator

Civil Rights, Operations Chief

MDT Admin Contract Review

Environmental Services, Engineering Section Supervisor

Statewide Planning & Modal Operations, Program Area Operations Manager

Asset Strategy Program, System Impact Supervisor

(Other – please specify)

Legal **Only after all other comments have been consolidated into one document.**

All reviews must be completed and Legal must provide the final MDT Internal review and approval before the document is sent out to the Local Agency.

(Remove this checklist before sending out for Local Agency review)

Funding, Construction, Maintenance and Local Agency Guidelines (LAG) Agreement

Federal-Aid Project Number - TBD
22nd AVE NW PED/BIKE PATH-SIDNEY
UPN 10735000

This Agreement by and between the City of Sidney (Local Agency) and the Montana Department of Transportation (MDT) (collectively Parties) establishes the responsibilities and duties of the Parties with respect to Project activities including the design and construction of a shared-use path within the City of Sidney, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 10735000, Federal-Aid Project Number **XXXXXX** titled 22nd AVE NW PED/BIKE PATH-SIDNEY (Project) within the City of Sidney and further described in the Project Location Map in Attachment "B"; and,

Whereas, Federal Highway Administration (FHWA) funds available through the Transportation Alternatives Program will be used to pay for the construction, the Local Agency and State must ensure that federal and state requirements are met for the Project to remain eligible for state and/or federal funding; and,

Whereas, the State and Local Agency recognize the need to construct the Project, the Local Agency deeming it to be a valuable and beneficial consideration, and the Parties are willing to share in its costs in accordance with Article VI, Funding; and,

Whereas, the road upon which the Project is located is a public road not on any commission-designated highway system, and the Local Agency is the maintaining authority of the roadway.

Now, therefore, the Parties agree as follows:

ARTICLE I. FEDERAL SUBRECIPIENT AWARD INFORMATION

1. Local Agency's Unique Entity ID is **XXXXXXX**;
2. This Project is not for research and development;
3. Federal Award Identification Number (FAIN) **XXXXXXX**;
4. Federal Award Project Description: Transportation Alternatives;
5. Awarding Agency: FHWA;
6. The Period of Performance begins the date this Project is federally programmed until the closure date;
7. Indirect Cost Rate: If the Local Agency chooses to claim an indirect cost rate for reimbursement, it must do so in accordance with 2 CFR Part 200.414 and Section E, Appendices III-VIII. The Local Agency may use the current 15% de minimis indirect

cost rate, unless the Local Agency has an indirect cost rate approved by a cognizant agency and submits a copy of the indirect cost approval letter to MDT.

ARTICLE II. GENERAL OBLIGATIONS OF MDT

1. MDT will provide appropriate and timely input during the Project's development.
2. If the Local Agency does not fulfill its maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the Local Agency. In doing so, MDT must first provide notice to the Local Agency allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the Local Agency.
3. MDT may complete any roadway or Right-of-Way maintenance required due to a public emergency and seek compensation from the Local Agency for any costs incurred. In doing so, MDT may first provide notice to the Local Agency, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the Local Agency.

ARTICLE III. GENERAL OBLIGATIONS OF THE LOCAL AGENCY

1. The Local Agency will design, award, and administer the construction contract to construct the Project.
2. The Local Agency will provide MDT opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. The Local Agency agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
4. The Local Agency will maintain all items within the off-system roadway rights of way, including the roadway surface (pavement repair, pavement preservation, and snowplowing), and will maintain all features, including signals (if present) and non-decorative roadway lighting, unless otherwise noted herein.
5. The Local Agency is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
6. The Local Agency will conduct all on-system Roadway Maintenance and Right-of-Way Feature Maintenance.
7. The Local Agency will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
8. The Local Agency, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.

9. The Local Agency agrees to regulate utility occupancy on the right-of-way of this roadway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 through 18.7.231, governing "Right of Way Occupancy by Utilities."
10. The Local Agency agrees it will assume full and complete responsibility for the Project, including any right-of-way or easements acquired for the Project and ownership and responsibility for any permits obtained for the Project.

ARTICLE IV. PROJECT-SPECIFIC CONSTRUCTION PERMITS OR PROVISIONS

1. Construction Storm Water General Permit

- a. The Local Agency agrees to have a certified SWPPP administrator (as required in section 3.2 of the MPDES CGP) on staff or under contract to perform that duty, and a valid registered account within MDEQ's Fees, Applications, and Compliance Tracking System (FACTS) prior to construction completion.
- b. Upon completion of all physical work associated with construction activity, the Parties will inspect the temporary erosion and sediment control measures and devices as part of MDT's final inspection with MDT's Contractor. MDT will provide the Local Agency with the Storm Water Pollution Prevention Plan (SWPPP) package for Local Agency review. Within ten (10) days of receiving the package, the Local Agency will provide MDT with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon MDT's and the Local Agency's approval of site conditions, measures, devices and all pertinent records, MDT will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. The Local Agency must log into FACTS to review and sign the transfer request within ten (10) business days.
- c. Once DEQ transfers the Construction Storm Water General Permit Authorization, the Local Agency will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.
- d. MDT agrees to pay annual fees associated with permit coverage until termination. To ensure payment, the Local Agency must forward invoices to MDT's Environmental Services Bureau.

ARTICLE V. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe and functional for the traveling public.

2. Shared-Use Path

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the path within the Project limits, such that it does not negatively impact the operation of the path or the safety of the traveling public. If all or part of the shared use path becomes unsafe for use, the Local Agency agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, “maintenance of a shared-use path” is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to the safe travel of pedestrians or other path users; maintenance of all associated drainage features; maintenance of path-related signs; and any and all other normally accepted maintenance practices.
- c. For the purposes of this Agreement, “maintenance of shared-use path signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, and other means.

3. Local Agency Signs

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to maintain the Local Agency signs (e.g., trail signs, parking signs, etc.) within the Project.
- b. For the purposes of this Agreement, “maintenance of signs,” is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, or other means.

4. Storm Drain System

- a. Upon completion of the Project by the Local Agency and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to service, maintain and repair the storm drain system installed OR MODIFIED as part of this Project.

- b. For the purposes of this Agreement, “maintenance of the storm drain system,” is defined as: inspection, cleaning, repair and replacement of the storm drain system, including storm drain inlets, piping, manholes and appurtenances making up the storm drain system; cleaning and maintenance of open ditches associated with the storm drain system.

ARTICLE VI. FUNDING

1. The Local Agency agrees to pay the requisite 13.42% non-federal matching funds for the Project and associated indirect costs up to the allowable overrun percentage in accordance with Tables 1 and 2 below.
2. The Local Agency is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.
3. It is understood and agreed between the Parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to identify and recover its indirect costs. These costs are in addition to the direct Project costs. Indirect costs will be recovered on MDT charges to the Project at the rate for the fiscal year in which the charges are incurred. MDT will not recover indirect costs on Local Agency charges to the Project. See Table 1 below.
4. The Local Agency will be billed in advance for its share of MDT charges, including indirect costs and materials test rate. The billing for the Project’s preliminary engineering (PE phase) for MDT charges will be sent within 30 days of this Agreement being signed. The billing for the Project’s CE phase will be sent no fewer than sixty (60) days prior to the Project’s anticipated advertisement for letting.
5. The Local Agency will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Fiscal Services Division at:

Montana Department of Transportation
 Attention: Accounting Processing Section
 2701 Prospect Avenue
 P.O. Box 201001
 Helena, MT 59620-1001

6. MDT will not submit programming requests to FHWA for individual Project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN & CE) for all improvements, including contingencies and overruns, is in place to MDT’s satisfaction. The Project will not advance to advertising for construction until the Project has been authorized by FHWA for the funds to be reimbursable.

7. If payment is not made by the Local Agency within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
8. MDT will not participate in any future funding Agreement with the Local Agency until full payment, including any interest, is received from the Local Agency.
9. Local Agency agrees that if the Local Agency terminates Project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
10. The current Project cost estimate, including IDC and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.
11. The Local Agency's Project Manager will inform the State point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the State the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the State's comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the Local Agency from paying for any additional costs deemed necessary by State.
12. The Local Agency agrees to award the Project using Federal and Local Agency matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.
13. If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the Local Agency will contact the State to determine a funding solution agreeable to both Parties.
14. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

Table 1 – Project Cost Estimate

Project Phase	Total Cost of Phase	Federal Funds (86.58%)	Local Agency Matching Funds (13.42%)
Preliminary Engineering (PE) Total	\$110,094.00	\$95,319.39	\$14,774.61
PE - Local Agency (90%)	\$99,084.60	\$85,787.45	\$13,297.15
PE - MDT (10%)	\$11,009.40	\$9,531.94	\$1,477.46
Construction (CN) Total	\$917,450.00	\$794,328.21	\$123,121.79
Local Agency			
Construction Engineering (CE) Total	\$119,268.00	\$103,262.23	\$16,005.77
CE - Local Agency (95%)	\$113,304.60	\$98,099.12	\$15,205.48
CE - MDT (5%)	\$5,963.40	\$5,163.11	\$800.29
Right-of-Way (R/W) Total	\$0.00	\$0.00	\$0.00
Local Agency			
Incidental Construction (IC) Total	\$99,500.00	\$86,147.10	\$13,352.90
Utility Involvement - Local Agency			
Subtotal	\$1,246,312.00	\$1,079,056.93	\$167,255.07
IDC (9.90% - MDT PE & CE only)	\$1,680.31	\$1,454.81	\$225.50
Grand Total	\$1,247,992.31	\$1,080,511.74	\$167,480.57

The above costs are estimates and include inflation and current IDC, which is included in the CN phase. The rows above are labeled with "MDT" and "Local Agency." The MDT rows are costs originating from MDT to provide oversight. The "Local Agency" rows are costs originating from the Local Agency for project development, construction, and construction engineering. Both MDT and Local Agency rows are billed to Federal Funds (TA) and Local Agency Matching Funds. The Indirect Cost Rate (IDC) only applies to the "MDT" rows.

Table 2 - MDT Guidelines for Awarding Construction Agreements
(Used to determine allowable overrun cost participation based on construction bid award amount)

LOWEST RESPONSIVE BID	ALLOWABLE OVERRUN %
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%

ARTICLE VII. GENERAL OBLIGATIONS OF THE PARTIES

1. The Local Agency shall meet the requirements for Federal-Aid funding set forth in this Agreement. The Local Agency and MDT agree that the Project is a pilot project for a revised Local Agency Guidelines (LAG) process and will utilize the guidance set forth in the existing MDT LAG Manual (September 2013) where applicable and practical. The Local Agency and MDT agree to work in partnership to resolve any requirements of the LAG Manual that are not practical or feasible in the delivery and administration of this Project.
2. The Parties shall manage the delivery of the project phases and project areas of responsibility as identified below.
 - a. Project Phases:
 - i. [PL] Program Development (Planning) - **MDT**
 - i. [PE] Project Development (NEPA/MEPA, Design, Permitting) - **Local Agency**
 - ii. [RW] Right of Way Acquisition – **Local Agency**
 - iii. [IC] Utilities – **Local Agency**
 - iv. [CN/CE] Advertising Bid & Award – **Local Agency**
 - v. [CN & CE] Construction Contract Admin and Closeout - **Local Agency**
 - b. Local Agency Project Area Responsibilities:
 - i. Consultant selection and contract administration;
 - ii. Design;
 - iii. Environmental document preparation;
 - iv. Advertisement, bid, and award;
 - v. Civil Rights project management oversight, which includes compliance with the Americans with Disabilities Act (ADA), Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), On the Job Training (OJT), and Title VI Programs;
 - vi. Construction contract administration
 - c. MDT Project Area Responsibilities:
 - i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
 - ii. Approval of Environmental documents and/or submittal of certification to FHWA that the action qualifies for a Categorical Exclusion (CE) for projects as allowed in section IV.A. of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1.
 - iii. Final Environmental certifications;
 - iv. Final certification of Right of Way (RW) transactions;

- v. Final certification of Utilities;
- vi. Requests for authorization of FHWA funds;
- vii. Public interest findings determinations;
- viii. Project final acceptance

d. Federal Highway Administration (FHWA) Project Area Expectations:

- i. Approval of National Environmental Policy Act (NEPA) environmental documents as described in Section IV.B of the Programmatic Agreement Regarding the Processing of Action Classified as Categorical Exclusions for Federal-Aid Highway Projects and Amendment 1 and coordination of Endangered Species Act (ESA) consultation with USFWS.
- ii. Approval of MDT's ADA, DBE, EEO, OJT, and Title VI programs
- iii. Authorization of FHWA funds
- iv. "Buy America" waiver requests
- v. Experimental features and special experimental projects
- vi. Periodic audits of program and specific projects

3. The Parties agree to the following Project personnel and communication structure:

- a. Project Manager – will be appointed and retained by the Local Agency and is the person with responsible charge as defined in 23 CFR 172.9. The Local Agency may appoint and retain different Project Managers for various Project phases and will inform MDT of any change in Project Management.
- b. Local Agency Liaison – will be appointed and retained by MDT to provide assistance as requested by the Local Agency. This liaison may be different MDT personnel during the design and construction phases.
- c. MDT Program Manager – will work directly with the Project Manager and Local Agency Liaison as needed.
- d. Local Agency Engineer – will provide principal oversight dedicating reasonable support and resources necessary for successful delivery of the Project.

4. Local Agency LAG Obligations

- a. The Local Agency shall track internal costs and Project expenses in an accounting system that can allocate costs by project and can code between allowable and unallowable costs.
- b. The Local Agency shall provide initial Project budget estimates to MDT broken out by phase and by work planned to be performed with internal Local Agency staff and work planned to be performed by consultants and/or contractors.

- c. The Local Agency shall present reimbursement requests for the Eligible Costs incurred by Local Agency on behalf of the Project directly to MDT's Local Agency Liaison for review and approval. Such invoices shall identify the Project, UPN Number, Agreement number, Project phase, amount charged to each phase (e.g., PE, RW, CN), reimbursement request number, and itemize all expenses for which reimbursement is claimed. The Local Agency shall submit invoices to MDT no more often than monthly but at least once every three months, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. The Local Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the invoicing period, and work expected for the next invoicing period.
- i. Eligible Costs are the Local Agency's actual Project costs that are:
 - 1. Reasonable, necessary and directly incurred in the development of the Project;
 - 2. Documented in accordance with generally accepted accounting principles established by the Governmental Accounting Standards Board; and
 - 3. Eligible or allowed uses of Federal and State of Montana Funds.
 - ii. Eligible Costs may include Indirect Costs (IDC) rates that have been approved by MDT.
 - iii. MDT, in its sole discretion, determines whether a particular cost satisfies the criteria set forth in this Paragraph and is an Eligible Cost.
 - iv. The Local Agency may appeal any determination of an Ineligible Cost for further review, upon which, MDT will provide a detailed explanation of the determination, including any statute or program guidelines used to make such determination.
- d. The Local Agency shall have a written policy for the selection of engineering consultants that meets the requirements of 23 CFR 172. The Local Agency may choose to adopt MDT's consultant selection policy, modified (in writing) to be applicable to Local Agency personnel.
- e. The Local Agency shall meet the requirements of 23 CFR Part 636 and Title 18, MCA, regarding design-build contracts. The Local Agency shall have a written procedure for design-build contracts, if applicable to this Project, or may choose to adopt MDT's design-build guidelines.

- f. The Local Agency shall develop a Project delivery schedule, and status it no less than on a quarterly basis. The schedule will include milestones of major Project phases (PE, RW, I/C, CN, and CE).
- g. The Local Agency shall provide notice to MDT when subsequent Project phases (RW, IC, CN, CE) are ready to be programmed. This notice shall be provided at least three weeks prior to needed authorization for the phase to begin.
- h. The Local Agency shall not place or plan to place permanent Project features outside documented public RW. If additional RW (fee acquisition, easement, or temporary permits) are required, a RW phase will be initiated.
- i. The Local Agency shall be financially responsible for any federal payback required as a result of the Local Agency's breach of this Agreement.
- j. The Local Agency shall not begin RW, IC, CE, or CN until the Project NEPA/MEPA document has been signed and approved. The Local Agency is encouraged not to begin final design activities until NEPA/MEPA documents are signed.
- k. If performing these phases, the Local Agency shall be responsible to complete environmental, RW, railroad, and utility certification prior to requesting programming for the construction (CN) phase.
- l. The Local Agency will utilize the Montana Public Works Standard Specifications, MDT Standard Specifications, or any combination thereof, for the administration of the Project including construction inspection and materials testing.
- m. The Local Agency shall include MDT in preliminary plan reviews and document comment resolutions. MDT's review shall include Americans with Disabilities Act (ADA) compliance, constructability, quantities, materials, and roadway geometrics.
- n. The Local Agency shall develop the Project plans and specifications in accordance with all applicable federal regulations and guidelines, including but not limited to ADA, Public Rights-of-Way Accessibility Guidelines (PROWAG), Manual on Uniform Traffic Control Devices (MUTCD), Buy America/Build America Buy America (23 CFR 635.410/2 CFR part 184) etc.
- o. The Local Agency shall support MDT in delivering this Project in accordance with all federal and state requirements associated with federal funding.

5. MDT LAG Obligations

- a. MDT shall submit Project phase programming requests to FHWA.
- b. MDT shall provide timely cost reimbursements to the Local Agency upon properly completed reimbursement requests.
- c. MDT shall verify the completeness of the NEPA/MEPA documentation and provide a recommendation to the Local Agency when to begin work on final design activities.
- d. MDT shall provide final certification of the environmental, RW, railroad, and utilities, based on information and recommendations provided from the Local Agency.
- e. MDT shall be financially responsible for any federal payback required as a result of MDT's breach of this Agreement.
- f. MDT shall consolidate all Project comments during plan reviews to avoid conflicting direction, as well as strive to provide comments no later than 14 days from the release of an agreed upon plan package release date.
- g. MDT shall support the Local Agency in its efforts to successfully complete this Project by being responsive and providing guidance as requested.
- h. Upon request, MDT shall promptly provide personnel for a final Project walk-through and completion certification.

ARTICLE VIII. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the Parties.
2. **Termination** – This Agreement may be terminated by either party if the other party violates or breaches any term, condition, or article of this Agreement and the breaching party has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the breaching party's representative, of such violation or breach of any term, condition, or article of this Agreement.
3. **Other Agreements** – Other Agreements pertaining to the Project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.
4. **Hold Harmless & Indemnification**
 - a. The Local Agency agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands,

causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the Local Agency's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the Local Agency, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

- b. The State and MDT agrees to protect, defend, indemnify, and hold the Local Agency, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the Local Agency.

5. Insurance

- a. **General Requirements:** Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each Party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.
- b. **General Liability:** Each Party shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Montana Code Annotated Title 2, Chapter 9.
- c. **Workers' Compensation Insurance:** The Local Agency must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Montana Code Annotated §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Local Agency nor its contractor, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

- d. **General Provisions:** All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.
6. **Public Safety** – It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the Local Agency will immediately protect the area from public access, contact the appropriate MDT Area Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.
7. **Invoicing** – If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the Local Agency and the Local Agency shall pay the same within thirty (30) days of its receipt of such invoices.
- i. Invoices will be sent to:
- Jessica Chamberlin
City Clerk/Treasurer
115 2nd Street SE
Sidney, MT 59270
ckerkttreasurer@cityofsidneymt.com
- ii. Payments shall be made to:
- Montana Department of Transportation
Attention: Accounting Processing Section
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
8. **Indirect Cost (IDC)**
MCA §17-1-106 requires all state agencies, including MDT, which receives non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually as defined in 2 CFR Part 200, Appendix VII. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to the Local Agency in addition to the direct project costs.
9. **Choice of Law and Venue** – This Agreement shall be governed by the laws of Montana. The Parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this Agreement.
10. **Binding Effect** – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

11. 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.
12. Non-Discrimination – The Local Agency will require that during the performance of any work arising out of this Agreement the Local Agency, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
13. ADA – MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT’s Detailed Drawings, 608 series.
14. Audit – The Local Agency grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the Local Agency maintains in connection with this Agreement.
15. Utilities – This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
16. Amendment and Modification – This Agreement may be modified or amended only by written Amendment signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the Amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
17. Access and Retention of Records – The Local Agency agrees to provide MDT, the State of Montana Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The Local Agency agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
18. Severability – In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

19. Representatives

- a. Local Agency's Representative: The Local Agency's Representative for this Agreement shall be the Local Agency Manager or designee or such other individual as Local Agency shall designate in writing. Whenever approval or authorization from or communication or submission to Local Agency is required by this Agreement, such communication or submission shall be directed to the Local Agency's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when Local Agency's Representative is not available, MDT may direct its communication or submission to other designated Local Agency personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Area Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, Local Agency may direct its direction or communication or submission to other designated MDT personnel or agents.
20. 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.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the Local Agency's authorized representative on behalf of the Local Agency, has signed and affixed hereto the seal of the Local Agency.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Montana Department of Transportation

Approved for Legal Content

Approved for Civil Rights

CITY OF SIDNEY

XXXX
City Manager

Attest:

XXXXX
City Clerk

Approved for Legal Content:

XXXX
City Attorney

ATTACHMENT A:
MDT NONDISCRIMINATION AND
DISABILITY ACCOMMODATION NOTICE

**ATTACHMENT B:
PROJECT LOCATION MAP**

02/27/26
09:54:00

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 2/26

Page: 1 of 5
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
44844		47 SIDNEY CARBURETOR & ELECTRIC	235.20					
	387367	01/16/26 ALTERNATOR 95 GMC CAT 3116	235.20*			2566 430251	200	101000
27360								
44853		1109 AE2S	2,698.50					
	108700	02/10/26 IMPACT FEE REVIEW & UPDATE	1,349.25*			5211 430500	300	101000
	108700	02/10/26 IMPACT FEE REVIEW & UPDATE	1,349.25*			5311 430600	300	101000
44854		1432 DICKINSON TRUCK EQUIPMENT	938.08					
	22731	02/19/26 SALT DOGG SANDER CONTROLLER	912.50*			2566 430251	200	101000
27395								
	22731	02/19/26 FREIGHT	25.58			2566 430251	300	101000
27395								
44855		1207 BIG STATE INDUSTRIAL SUPPLY, INC	412.66					
	1624145	02/06/26 GLOVES & DRILL BITS	137.55*			2565 430200	200	101000
22696								
	1624145	02/06/26 GLOVES & DRILL BITS	137.55*			2566 430251	200	101000
22696								
	1624145	02/06/26 GLOVES & DRILL BITS	137.56*			5410 430830	200	101000
22696								
44856		57 WESTERN TIRE	65.95					
	83940	02/11/26 TIRE REPAIR #425	65.95*			5410 430830	200	101000
2716026906								
44857		119 CENTRAL WATER CONDITIONING	24.00					
	14811	02/06/26 4 JUGS OF WATER	24.00*			5410 430830	200	101000
26100								
44858		489 YELLOWSTONE CHIROPRACTIC CLINIC	200.00					
	6157	02/12/26 DOT PHYSICAL- MOORE	100.00			5310 430600	300	101000
	6154	02/10/26 DOT PHYSICAL-CHAD QUILLING	100.00			2565 430200	300	101000
44859		12 CROSS PETROLEUM	959.25					
	140535	02/11/26 55 GALLON DRUM HYDRAULIC OIL	239.81*			5310 430600	200	101000
27397								
	140535	02/11/26 55 GALLON DRUM HYDRAULIC OIL	239.81			5210 430500	200	101000
27397								
	140535	02/11/26 55 GALLON DRUM HYDRAULIC OIL	239.81*			5410 430830	200	101000
27397								
	140535	02/11/26 55 GALLON DRUM HYDRAULIC OIL	239.82*			2565 430200	200	101000
27397								

02/27/26
09:54:00

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 2/26

Page: 2 of 5
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
44860		19 ELK RIVER PRINTING	262.00					
	39110	12/31/25 TIME OFF REQUEST FORMS	10.63		NA	5210 430500	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.63*		NA	5310 430600	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.63		NA	5710 430252	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.63*		NA	2565 430200	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.62*		NA	2566 430251	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.62		NA	1000 411200	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.62*		NA	5410 430830	200	101000
	39110	12/31/25 TIME OFF REQUEST FORMS	10.62		NA	1000 460430	200	101000
	39110	12/31/25 DAILY SWEEPER FORMS	177.00			5710 430252	200	101000
44861		1361 HEALTHY IS WELLNESS LLC	450.00					
	1032	02/13/26 WELLNESS & HEALTH PROGRAM	450.00			5310 430600	300	101000
44862		1518 MACRS	300.00					
	2026-33	02/22/26 MACRS MEETING-HINTZ	150.00			2565 430200	300	101000
	2026-33	02/22/26 MACRS MEETING-MEISSEL	150.00			2565 430200	300	101000
44863		263 BOSS INC.	759.59					
	850930-0	01/28/26 CARTRIDGE FOR HP PRINTER	260.99			1000 411200	200	101000
	850943-0	01/28/26 2 CASES OF PAPER	109.90			1000 411200	200	101000
	851219-0	01/28/26 CANON PRINTER RENTAL	153.76			1000 411200	200	101000
	852006-0	01/30/26 CARTRIDGE FOR HP PRINTER	90.99			1000 411200	200	101000
	852014-0	02/03/26 FILE FOLDERS	56.99			1000 411200	200	101000
	853972-0	02/10/26 FOLDERS, WIPES, CLEANER	86.96			1000 411200	200	101000
44864		1159 TBID	8,021.49					
	W9456	02/26/26 LONE TREE W9456 Q4 25	1,199.91			2101 460440	700	101000
	W9454	02/26/26 BEST WESTERN W9454 Q4 25	4,225.77			2101 460440	700	101000
	W9455	02/26/26 RICHLAND INN W9455 Q4 25	2,595.81			2101 460440	700	101000
44865		1350 MONTANA DEPARTMENT OF	250.00					
	5312	02/05/26 FY2025 AFR FILING FEE	250.00			1000 410540	300	101000
44867	E	399 VERIZON WIRELESS	875.55					
	6135716426	02/10/26 WATER CELL PHONE	146.09			5210 430500	300	101000
	6135716426	02/10/26 SEWER CELL PHONE	111.70			5310 430600	300	101000
	6135716426	02/10/26 PARKS CELL PHONE	38.65			1000 460430	300	101000
	6135716426	02/10/26 STREETS CELL PHONE	38.65			2565 430200	300	101000
	6135716426	02/10/26 GARBAGE CELL PHONE	38.65			5410 430830	300	101000
	6135716426	02/10/26 FIRE CELL PHONE	38.65			1000 420400	300	101000
	6135716426	02/10/26 CITY PHONE SYSTEM	463.16			1000 411200	300	101000

02/27/26
09:54:00

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 2/26

Page: 3 of 5
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
44868	E	399 VERIZON WIRELESS	782.72					
		6135310599 02/23/26 SPD CELLULAR SERVICES	782.72			1000 420100	340	101000
44869	E	1262 VISA	5,151.50					
		02/23/26 SUPPLIES	1,529.70			1000 420100	200	101000
		02/23/26 PURCHASED SERVICES	1,449.80			1000 420100	300	101000
		02/23/26 DRUG FORFEITURE-PURCH SERV	9.15			2390 420100	300	101000
		02/23/26 K9 SUPPLIES	94.98			1000 420150	200	101000
		02/23/26 K9 PURCHASED SERVICES	345.13*			1000 420150	300	101000
		02/23/26 TRAINING PURCHASED SERV	1,593.27			2810 420100	300	101000
		02/23/26 FUEL	129.47			1000 420100	230	101000
44870		489 YELLOWSTONE CHIROPRACTIC CLINIC	100.00					
		6161 02/17/26 PRE EMPLOYMENT PHYSICAL	100.00			1000 420100	300	101000
44871		87 GEM CITY MOTORS	61,410.00					
		23579 02/23/26 PATROL CAR	61,410.00			1000 420100	940	101000
44872		77 RICHLAND COUNTY TREASURER	322.00					
		02/23/26 SPD PRISONER BOARD- JAN 2026	322.00			1000 420200	300	101000
44873		87 GEM CITY MOTORS	169.90					
		CTCS238259 02/09/26 OIL CHANGE	84.95			1000 420100	210	101000
		CTCS238401 02/18/26 OIL CHANGE	84.95			1000 420100	210	101000
44874		481 BALCO UNIFORM CO	586.00					
		86951 02/13/26 UNIFORM PANTS	586.00			1000 420100	200	101000
44875		263 BOSS INC.	28.98					
		85347-0 02/06/26 OFFICE SUPPLIES	28.98			1000 420100	200	101000
44876		1406 ACE HARDWARE	450.58					
		025121/7 02/03/26 CLIPS, SIGN, CHAIN, EYELETS	91.97			1000 411200	920	101000
27156		025131/7 02/03/26 FLAG POLE CLASPS-VET PARK	5.18			1000 460430	200	101000
27302		025163/7 02/04/26 POWER STRIP	44.99*			2565 430200	200	101000
27157		025171/7 02/04/26 PAINT ROLLER & FASTENERS	19.99			1000 411200	920	101000
22697		025240/7 02/06/26 DECK SCREWS	46.99			1000 460430	200	101000
27306		025255/7 02/06/26 DOOR HANDLE & HINGES	47.55			1000 460430	200	101000
27307								

02/27/26
09:54:00

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 2/26

Page: 4 of 5
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
	025349/7	02/09/26 STORAGE BAG, ADAPTOR	18.97*			5310 430600	200	101000
26714								
	025371/7	02/10/26 DOOR KNOB	18.99*			2565 430200	200	101000
27159								
	025376/7	02/10/26 3" HINGE	5.59			1000 460430	200	101000
27308								
	025435/7	02/11/26 FASTENERS	7.56*			5410 430830	200	101000
26087								
	025507/7	02/13/26 TOTES & PAPER HOLDER	76.97*			2565 430200	200	101000
26956								
	025679/7	02/20/26 BOLTS, NUTS, & WASHERS	10.76*			2565 430200	200	101000
26961								
	025739/7	02/23/26 MIRROR HOLDER	3.99*			2565 430200	200	101000
27164								
	025742/7	02/23/26 CLAMP	7.18*			5310 430600	200	101000
27107								
	025761/7	02/23/26 ELECTRIC SUPPLIES	29.92*			2565 430200	200	101000
26963								
	025848/7	02/25/26 PROPANE BOTTLES	13.98*			2565 430200	200	101000
27165								
44877		83 ACTION AUTO INC.	96.52					
	152410	01/29/26 GUARD KIT FOR RAM 2500	96.52*			5310 430600	200	101000
26713								
44878		3 MONTANA DAKOTA UTILITIES	4,276.56					
	02/12/26	1101 3RD ST NW	997.69			2425 430263	300	101000
	02/12/26	SHOP-LAWRENCE BUILDING	1,251.73			2425 430263	300	101000
	02/12/26	SEWER WASH DOWN FACILITY	44.69			2425 430263	300	101000
	02/12/26	WELL #9	185.08			5210 430500	300	101000
	02/12/26	WELL #11	241.17			5210 430500	300	101000
	02/12/26	WELL #12	268.80			5210 430500	300	101000
	02/12/26	WELL #5 AND #7	897.49			5210 430500	300	101000
	02/12/26	S MEADOW SEWER LIFT	107.86			5310 430600	300	101000
	02/12/26	LEES TIRE SEWER LIFT	54.50			5310 430600	300	101000
	02/12/26	N SIDNEY SEWER LIFT	97.95			5310 430600	300	101000
	02/12/26	WALK PATH LONE TREE CREEK	48.53			2425 430263	300	101000
	02/13/26	S MEADOW SOFTBALL FIELD	19.77			2425 430263	300	101000
	02/13/26	REYNOLDS PARKING LOT/BIKE PATH	19.77			2425 430263	300	101000
	02/12/26	LYNDALE PARK	24.73			1000 460430	300	101000
	02/11/26	1101 3RD ST NW	16.80			2425 430263	300	101000

02/27/26
09:54:00

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 2/26

Page: 5 of 5
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
44879	E	1038 WEX BANK	1,827.51					
		110770798 02/23/26 SPD FUEL- FEB 2026	1,827.51			1000 420100	230	101000
44880		25 AUTO VALUE PARTS STORE	73.46					
		440129194 02/02/26 OIL PRESSURE SWITCH	42.99*			5310 430600	200	101000
27382								
		440129958 02/25/26 FITTING & GREASE GUN	30.47*			5410 430830	200	101000
26303								

of Claims 28 Total: 91,728.00

Total Electronic Claims 8,637.28 Total Non-Electronic Claims 83090.72

City Council Meeting 3-2-26

RC2026-3 ON HOLD
RC2026-10 ON HOLD
RC2026-12 ON HOLD
RC2026-14 ON HOLD

2026-2 ON HOLD
2026-4 ON HOLD
2026-5 ON HOLD
2026-7 ON HOLD

2026-31 Dunne Communications cell tower update