



Montana's Sunrise City

115 2nd Street S.E., Sidney, Montana - 406-433-2809

City Council Regular Meeting 5/18/26

May 18, 2026 6:30 PM

City Council meetings are held in a hybrid format, allowing both in-person and Zoom participation. Councilmembers will attend in person unless remote attendance is necessary. Consistent with the Montana Constitution's Right of Participation and Right to Know, the City is committed to open and accessible meetings. Public participation via Zoom or phone is available using the information below:

Zoom Link:

<https://us06web.zoom.us/j/7130805898?pwd=tJpmtgBdGbsjBXS0EAU50ANb4u7h3l.1&omn=83837880415>

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

1. Call to Order
2. Pledge of Allegiance
3. Aldermen Present
4. Correction or Approval of Minutes
 - a. [May 4th, 2026 Regular Meeting Minutes](#)

5. Public Comment/ Visitors

Your opportunity for the public to address the Council on items not included on the agenda, no action will be taken during this time.

- a. [Sidney Chamber of Commerce: America 250 Celebration-Permission for Parade and Veteran's Park Celebration & Pillar Memorial](#)
- b. [MonDak Heritage Center-Closing of Street for Arts in the Park](#)

6. Public Hearing
7. Public Hearing
8. Mayor Norby
9. City Council Comments
10. Committee Meeting Work

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

Public Works – Chairman DiFonzo – Larson, Christensen, Harris

Public Safety – Chairman Buxbaum – Rasmussen, Kauffman, Creek

[a.](#) Budget and Finance Committee: May 12th, 2026 Meeting Report

[b.](#) Budget and Finance Committee: Conflict of Interest Policy and Form

[c.](#) Budget and Finance Committee: Public Works Operations Manager Job Description

[d.](#) Budget and Finance Committee: Assistant Public Works Director Job Description

[e.](#) Budget and Finance Committee: Public Works Director Job Description

11. Chief Administrative Officer Update/ Report

12. Department Head Comments/ Reports

a. Website ADA Accessibility Updates

13. Unfinished Business

14. New Business

a. Richland County Commissioner Update: Declaring and Defining Stage One Fire Restrictions

[b.](#) B&B WO #12-Shop Cabinets and Countertops \$9,012.00 (SLIPA Grant)

[c.](#) Reynolds Market Conditional Use Permit for Electronic Digital Sign

[d.](#) MDT TA Final Agreement-22nd Ave Project

15. Consent Agenda

[a.](#) Claims to be approved: \$185,252.17

Intermediary Claims: none

[b.](#) Building Permits to be approved: City 2026-50, 2026-51, 2026-52, and 2026-54

16. Adjournment

Meeting Guidelines

- We ask that all participants be respectful and courteous.
- Please direct comments to the Council as a whole.
- When speaking, please state your name for the record.
- Be mindful of others by keeping comments concise and avoiding repetition.
- The presiding officer may guide speaking time to help the meeting run smoothly.
- Disruptive behavior may result in removal from the meeting.



Montana's Sunrise City

115 2nd Street S.E., Sidney, Montana - 406-433-2809

City Council Regular Meeting 5/4/26

May 04, 2026 6:30 PM

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Zoom Link:

<https://us06web.zoom.us/j/7130805898?pwd=tJpmtgBdGbsjBXS0EAU50ANb4u7h3l.1&omn=88229773216>

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

1. Call to Order

Mayor Norby called the regular meeting to order at 6:30 pm.

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

Christensen, Larson, Kauffman, Rasmussen and DiFonzo. Absent: Buxbaum

4. Correction or Approval of Minutes

a. April 20th, 2026 Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Larson.

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

5. Public Comment/ Visitors

Your opportunity for the public to address the Council on items not included on the agenda, no action will be taken during this time.

Kelcy Hart came before the City Council for permission to shut down the first block of east main this Friday. The plan has been vetted by CHief Kraft and it is to host sidewalk sales. It would be from 10am to 6pm with self policing for getting vehicles out of the way before the cones are in

place. She stated it was very successful last year and they would like to continue this year. alderman DiFonzo asked if the other businesses are aware and she stated she talked to all of them and they are on board and excited. There will not be food trucks this time but there may be vendors that have to get their own permits.

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderman DiFonzo.

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

Others Present: James Falcon (Sidney Herald), Evelyn Gonzales, Able, Brayden, Paul O., Aubree Whiteman, Rylan Johnson, Jody Wells, Aaron Filler, Kalen T. Miguel T.

6. Public Hearing

- a. Public Hearing at Zoning/Board of Adjustments 5/13/26: Reynolds Market Conditional Use Permit for digital electronic graphic display sign on their existing pylon sign

Mayor Norby announced the public hearing for the conditional use permit.

7. Public Hearing

Nothing.

8. Mayor Norby

Nothing.

9. City Council Comments

Nothing.

10. Committee Meeting Work

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

Public Works – Chairman DiFonzo – Larson, Christensen, Harris

Public Safety – Chairman Buxbaum – Rasmussen, Kauffman, Creek

- a. Public Safety Committee: Update and Report
Nuisance Committee Report, 4-28-26

The nuisance committee met on April 28th.

With the up coming ratification of the new Nuisance Code update which will go into effect on May 20th, Compliance officer Deedee Schroder recommended 4 property's that will be given notice of defect. These are not originally new properties; they are existing properties that have been given notice but will now be followed by our guideline and policy from the new Nuisance code update.

Deedee also gave us a report that there was a total of 5 warning properties on the list and 1 of the properties did clean up and abate the nuisance.

Kale Rasmussen stated that the County has a junk vehicle program and recommended information be given to nuisance properties that maybe be able to use that service.

Jessie Chamberlin stated that the city is going to hire someone to do mowing instead of using a contractor for nuisance properties.

Meeting was adjourned.

Public Safety Report, 4-28-26

The Public Safety committee met on April 28th.

Morning Star Operating, LLC Team was present and gave a slide show presentation of there proposed 4 well oil pad and saltwater injection well location south of Sidney off South Lincoln (County Road 350).

There presentation gave a scope of how the injection well would be drilled and cased to a depth below the aquifer. There were questions asked regarding their experience, how many well pads they have built, there safety experience, there technology, whether they drill monitoring wells to test water in the aquafer, they stated only if needed. The saltwater injection well will serve more wells in the area along with the 4 wells on the same pad. The Saltwater tanks are made from steel and lined; no fiberglass tanks would be used. There was discussion regarding odors and off gases from the site.

They also stated they would work with our community officials regarding emergency procedures.

Montana Clean Water addressed concerns regarding permitting and following regulations to protect the ground water and community.

Morning Star Operating, LLC's presentation was simply introductory and that no action from the City is needed.

Monthly reports were given for Police Department, Fire, and Compliance Office.

The only new business was a request by the Police Department to pre-order a new patrol vehicle.

Details regarding the purchase are in the meeting minutes. Motion was made to recommend approval.

There was no unfinished business, no questions or comments and the meeting was adjourned.

Respectfully submitted

Joe Kauffman – City Council Member

- b. Public Safety Committee: Request of Police Department FY26-27 Budget-authorization to pre-order Ford per replacement schedule

Motion was made to approve the pre-order of a new patrol vehicle for fiscal year 26-27.

Motion made by Alderman Kauffman, Seconded by Alderman DiFonzo.

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

11. City Administrator Comments/ Reports

Interim CAO Chamberlin stated the Local Government Review Board will be holding its meeting this Thursday, May 7th, at 5:30pm. They will be taking their final dive into ward representation and general vs self-governing powers. They must have their tentative report complete, a public hearing on it, adopt the final report and have any ballot measures to the election office by July 31st, 2026 so they will be moving quickly in the next couple of months. She further stated the Oil and Gas final YF25-26 payment received, total revenue for the FY is \$704,975.33, up from budgeted \$650,000. Quarterly payments have been declining, however, from \$204,000 for the first payment to \$165,000 this payment. Interim CAO Chamberlin stated the newly drafted employee handbook and several policies will be going before the Budget and Finance Committee. The employee handbook has been simplified, is more user friendly and easier to understand. Finally she reported Governor Gianforte will be in Sidney for a community townhall on Wednesday. If interested, please contact her for more details.

12. Department Head Comments/ Reports

Nothing.

13. Unfinished Business

- a. Extraterritorial Jurisdiction (ETJ) discussion will be at the May 26th, 2026 Public Safety Committee Meeting
- b. Kratom Ordinance discussion will be at the May 26th, 2026 Public Safety Committee Meeting

14. New Business

- a. B&B Maintenance Contract-WO 10: Mini split for Shop Breakroom \$5,107.00

Interim CAO Chamberlin stated the shop has used in wall air conditioners that when no longer work leave a hole in the wall that often is not the correct size for the replacement and the windows open horizontally so not conducive for window air conditioners. The mini-split is the best option for the new breakroom area. She stated currently, B&B Builders for their maintenance contract have 3 open work orders that include the office/breakroom. For the SLIPA project, there is \$154,463.47 available for the project, if this work order is approved.

Motion was made to approve.

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

- b. B&B Maintenance Contract-WO 11: Shop Exterior Siding and Gutters \$80,800.00

Interim CAO Chamberlin the next phase of the SLIPA grant is for the exterior of the shop building getting updated siding and gutters, which the work order for is \$80,800. This phase of the project

is not anticipated to commence is September 15th, 2026 and completed by December 15th, 2026. She stated this will bring the SLIPA project available balance to \$73,663.47 , if this work order is approved.

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderman Kauffman.

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

c. Meadows BRIC Grant Reimbursement Request through Q1/2026 \$1,479.00

Interim CAO Chamberlin presented the reimbursement request for Q1/2026 is for Morrison Maierle engineering work. She stated they did a walk-through for this project and it should be being wrapped up.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Larson.

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

d. HB 355 (SLIPA) Grant Draw #2 for \$126,334.10

Interim CAO Chamberlin presented SLIPA Draw #2 which includes \$86,792.79 for B&B Builders WO #8, the demo and remodel for the entry and bathroom, as well as \$39,571.31 in supplies costs the city incurred when relocating the parts storage room and \$18,867.61 in payroll costs for the same. She stated we are unsure if we can use the payroll costs as part of the City's match for the grant and get a credit on what we have already paid. If we cannot, then the payroll portion of the parts storage room will not be included in the grant. The city did this phase of the SLIPA project in house this winter during slow time to save money and allow the grant to go further and she requested approval of the draw with and without the payroll included.

Motion was made to approve the SLIPA Draw #2 with and without the payroll costs for the parts storage room, depending on if that will be an allowable match.

In discussion Alderman Kauffman asked if the original grant amount was about \$455,000 and Interim CAO Chamberlin stated it was, plus about another \$155,000 as match.

Motion made by Alderwoman Larson, Seconded by Alderwoman Rasmussen.

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

e. Interstate Engineering Task Order 10-Public Water System Technical Assistance (Not to exceed \$25,000)

Interim CAO Chamberlin presented Task Order 10 from Interstate Engineering that would provide the City with professional on-call technical assistance for our public water system, including training, mentorship, troubleshooting, and other operational support. This would also help us

develop stronger operational manuals, task logs, and long-term training and cross-training resources for staff. She stated our water system is one of the City's most critical public services, and it is important that we continue investing in strong operational standards, consistency, and long-term workforce development and Interstate Engineering has the expertise to help us strengthen those systems and support the Water Department's continued success moving forward.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Christensen.

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

15. Consent Agenda

Motion was made to approve.

Motion made by Alderman Kauffman, Seconded by Alderwoman Rasmussen.

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

a. Claims to be approved: \$108,892.32

Intermediary Claims (not included in claims): USPS \$1,136.77

b. Building Permits to be approved:

County RC2026-28, RC 2026-30, RC2026-32 and RC2026-33

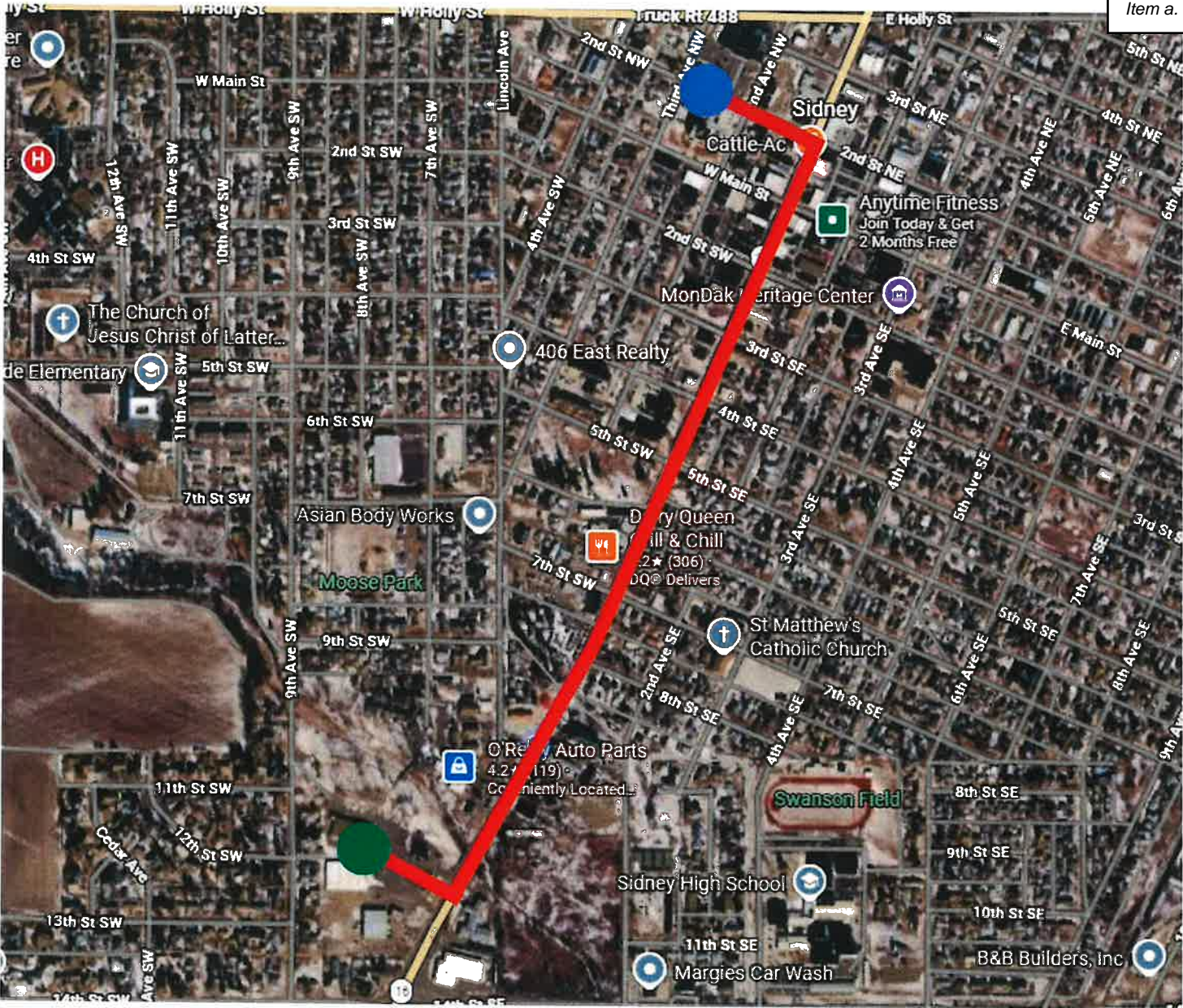
City 2026-46, 2026-47, 2026-48 and 2026-49

16. Adjournment

at 6:47pm

Meeting Guidelines

- We ask that all participants be respectful and courteous.
- Please direct comments to the Council as a whole.
- When speaking, please state your name for the record.
- Be mindful of others by keeping comments concise and avoiding repetition.
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Sidney - America 250 Parade 12pm Line Up | 1pm Start



Parade Route



Parade Begins @ South Shopko



Parade Ends @ The Market



Montana Department of Transportation
Special Use Permit

2701 Prospect Av
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Item a.

Printed Date: 05/12/2026

Permit Number: 11024
Name: SHANNON WICKS
Company Name: SIDNEY AREA CHAMBER OF COMMERCE & AGRICULTURE
Address: 909 S CENTRAL AVE
 SIDNEY, MT 59270
Phone Number: (406) 433-1916
Nature of Permit:

CONDUCT SIDNEY'S AMERICA 250 PARADE, INCLUDING TEMPORARY CLOSURE OF HIGHWAY 16 AND USE OF PUBLIC RIGHT-OF-WAY FOR EVENT OPERATIONS AND PUBLIC SAFETY. PARADE WILL BEGIN AT THE SHOPKO SOUTH PARKING LOT, TRAVEL NORTH THRU DOWNTOWN SIDNEY AND WILL END AT THE MARKET.

Sign Route	Corridor	Mile Post Start	Mile Post End	County
MT-16/MT-200	C000020	51.61	52.7	Richland

Conditions of Permit:

Other Remarks and/or Conditions:

Applicant Date	Issue Date	End Date	Permit Type	Maintenance Division
May 11, 2026	May 12, 2026	Jul 05, 2026	Temporary	Miles City

Signatures

Type	Signature	Title
MDT District Rep	Mike Skillestad	Miles City Division Maint. Chief
MDT District Rep on Behalf Of Applicant	Gary Harper	Maint Superintendent

Applicant will review the terms and conditions of this permit. In signing and submitting this permit, the applicant has agreed to accept and abide by those terms and conditions in their entirety. This permit has been officially approved by the Montana Department of Transportation by:

SIGNATORIES NAME: Mike Skillestad

DATE: 05/12/2026

SIGNATORIES TITLE: Miles City Division Maint. Chief

Special Use Permits are subject to the following terms and conditions:

REVOCATION: This permit may be revoked by the City/State upon giving seven (7) days advanced written notice. However the City/State may revoke this permit without notice if Permittee violates any of its terms or conditions.

CITY/STATE HARMLESS FROM CLAIMS: As a consideration of being issued this permit the Permittee, their successor or assign, agrees to protect the City/State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or party by reason of the performance of this activity, character of materials used, or manner of installation, maintenance and operation or by the improper occupancy of said highway right-of-way. In the event any suit or action is brought against the City/State arising out of or by reason of any of the above causes, the Permittee, its successor or assign, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the City/State in any such suit or action.

PROTECTION OF TRAFFIC AND PEDESTRIANS: The Permittee shall protect the event area with traffic control devices that comply with the Manual on Uniform Traffic Control Devices and will be required to submit and have approved a traffic control plan prior to commencing the event. The permittee further agrees to insure and provide for the safe passage of pedestrians within the event area and, unless approved by the City, will not allow any obstructions within any sidewalk or designated pedestrian walkway. The Permittee also agrees to insure a minimum twelve (12) foot continuous traffic lane for emergency vehicle access within the event area. Further, the Permittee will notify all area emergency services at least forty-eight (48) hours prior to the closure and will, at that time, provide said agencies with a sketch of the event layout.

RUBBISH AND DEBRIS: Immediately upon completion of the event, all rubbish and debris shall be removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City/State.

INSPECTION: The installation(s) or activities authorized by this permit shall be in compliance with the submitted plan and conditions of this permit. The Permittee may be required to remove or revise the installation(s) or activities at the sole expense of the Permittee, if the installation(s) or activities do not conform to the requirements of this permit or the submitted plan.

REMOVAL OF INSTALLATIONS: Upon termination of this event and/or permit, the Permittee will remove the installations installed under this permit at no cost to the City/State and restore the premises to the prior existing condition. Exceptions will include reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control.

CITY/STATE TO BE REIMBURSED FOR REPAIRING ROADWAY: Upon being billed, the Permittee agree to promptly reimburse the City/State for any expense incurred in repairing damage to City/State roadway or appurtenances incurred as the direct result of the event for which this permit is issued.

Any condition of this permit will not be waived without written approval of the appropriate official.



Montana Department of Transportation
Special Use Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Item a.

Printed Date: 05/12/2026

Applicant Information

First Name * SHANNON
Last Name * WICKS
Email * director@sidneymt.com

Company
SIDNEY AREA CHAMBER OF COMMERCE & AGRICULTURE

Mailing Address * 909 S CENTRAL AVE
Contact Phone * (406) 433-1916

City * SIDNEY
State * MT
Zip * 59270

Alternate Contact/Co-Applicant Information (Optional)

Table with 5 columns: First Name, Last Name, Email, Phone, Contact Type. Contains 5 rows of empty contact information fields.

Location Information

Sign Route * MT-16/MT-200
Route Name CENTRAL AVE
Mile Post Start * 51.61
Mile Post End 52.7

City * SIDNEY
County * RICHLAND



Montana Department of Transportation
Special Use Application

2701 Prospect Ave
PO Box 201001
Helena, MT 59620-1001
(406) 444-6200
www.mdt.mt.gov

Item a.

Printed Date: 05/12/2026

Permit Information

Application for permission to: *

CONDUCT SIDNEY'S AMERICA 250 PARADE, INCLUDING TEMPORARY CLOSURE OF HIGHWAY 16 AND USE OF PUBLIC RIGHT-OF-WAY FOR EVENT OPERATIONS AND PUBLIC SAFETY. PARADE WILL BEGIN AT THE SHOPKO SOUTH PARKING LOT, TRAVEL NORTH THRU DOWNTOWN SIDNEY AND WILL END AT THE MARKET.

Apply Date *

5/11/26

Date of Event *

7/4/26

Event Start Time (example: 9:00am) *

1:00 PM

Event Duration (example: 8 hours) *

1 Hour

Will this permit require the use of an overhead banner (Permit is for the event only. No advertising on any banner or signage per ARM 18.6.205)? *

- Yes No

Will this permit require a street closure? *

- Yes No

Is this permit for a bike event? *

- Yes No

Has all required insurance coverage been obtained? *

- Yes No

Special Use permits require all other permits, eg City, be obtained before the permit is issued.

I affirm that all other permits have been obtained.

Special Use Permits are subject to the following terms and conditions:

REVOCAION: This permit may be revoked by the City/State upon giving seven (7) days advanced written notice. However the City/State may revoke this permit without notice if Permittee violates any of its terms or conditions.

CITY/STATE HARMLESS FROM CLAIMS: As a consideration of being issued this permit the Permittee, their successor or assign, agrees to protect the City/State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or party by reason of the performance of this activity, character of materials used, or manner of installation, maintenance and operation or by the improper occupancy of said highway right-of-way. In the event any suit or action is brought against the City/State arising out of or by reason of any of the above causes, the Permittee, its successor or assign, will, upon notice to them of the commencement of such action, defend the same at its sole cost and expense and satisfy any judgment which may be rendered against the City/State in any such suit or action.

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RUBBISH AND DEBRIS: Immediately upon completion of the event, all rubbish and debris shall be removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City/State.

INSPECTION: The installation(s) or activities authorized by this permit shall be in compliance with the submitted plan and conditions of this permit. The Permittee may be required to remove or revise the installation(s) or activities at the sole expense of the Permittee, if the installation(s) or activities do not conform to the requirements of this permit or the submitted plan.

REMOVAL OF INSTALLATIONS: Upon termination of this event and/or permit, the Permittee will remove the installations installed under this permit at no cost to the City/State and restore the premises to the prior existing condition. Exceptions will include reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control.

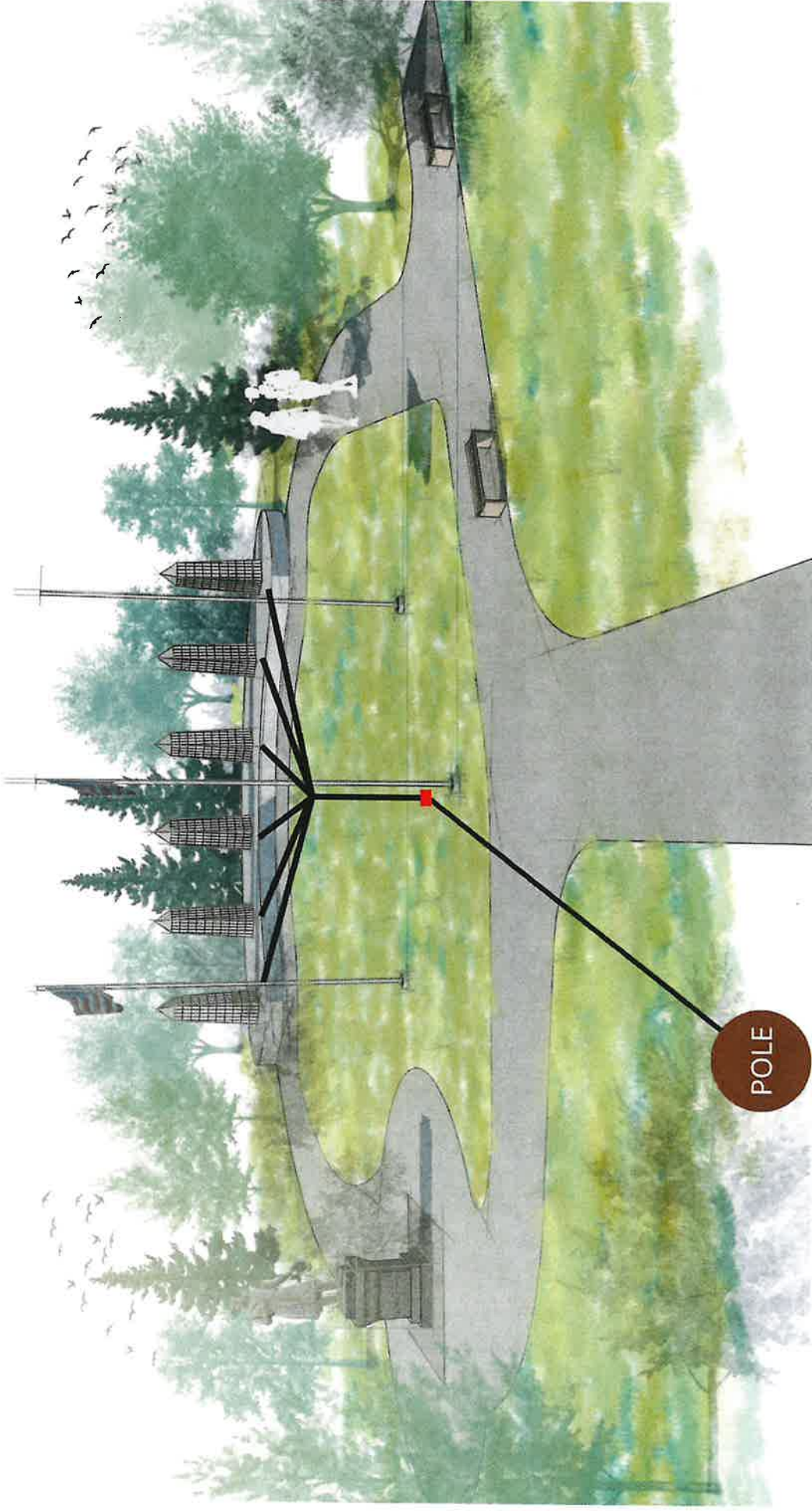
CITY/STATE TO BE REIMBURSED FOR REPAIRING ROADWAY: Upon being billed, the Permittee agree to promptly reimburse the City/State for any expense incurred in repairing damage to City/State roadway or appurtenances incurred as the direct result of the event for which this permit is issued.

Any condition of this permit will not be waived without written approval of the appropriate official.



JULY 5TH

ONE NATION UNDER GOD CHURCH SERVICE - 11AM
AMERICA'S POTLUCK - 12PM
MEMORIAL PILLARS DEDICATION - 2PM



— = Veterans Memorial Pillars Project power plan for spot lights

■ = Junction box for flagpole spot lights (future project)

BASIN PRECAST, INC. PRECAST CONCRETE SALES PROPOSAL

Project: Veterans Memorial Pillars

Our quote is based on all conditions in this Sales Proposal being incorporated in the subcontract we are expected to execute.

Acceptance of this proposal is a non-conditional acceptance of our bid offer.



Basin Precast, Inc.
34956 CR 126
Sidney, MT 59270

PHONE: 608-449-7231

DATE: 3-2-2026

NUMBER OF PAGES: 5

QUALITY POLICY STATEMENT:

This firm is a member of the Prestressed Concrete Institute, certified under product category C3, and uses the PCI plant certification program as its independent quality audit system, as well as the quality control manual MNL-116 and the erectors' manual MNL-127, as the basis for its quality control system. Basin Precast, Inc. follows OSHA guidelines. A site-specific "fall protection plan" will be provided and must be acknowledged by the controlling contractor.

+++++

Basin Precast has insurance coverage as outlined below. Upon issuance of a contract or purchase order, a Certificate of Insurance will be provided to you. Notwithstanding any insurance related requirements or requests, our insurance coverage, shall be limited to the coverage as listed on the above referenced Certificate of Insurance.

1. COMMERCIAL GENERAL LIABILITY:

\$ 1,000,000 Occurrence.
\$ 2,000,000 Aggregate

2. AUTOMOBILE LIABILITY:

\$ 1,000,000

3. EXCESS/UMBRELLA LIABILITY:

\$15,000,000

4. RENTED/LEASED EQUIPMENT:

\$250,000 Limit

5. PROPERTY IN THE OPEN:

\$ 6,000,000 Plant stored product

6. WORKERS COMPENSATION:

\$ 1,000,000

Proposal is conditional upon builder's risk insurance being provided by the owner or controlling contractor, with limit of deductible exposure for this firm to be set at \$5,000. This firm will require an insurance certificate covering the limits of the builder's risk policy and requests to be listed as an additional insured if Basin Precast

is to be responsible for any portion of the limited deductible amount.

COMPARATIVE FAULT INDEMNITY: Basin Precast, Inc. will not indemnify or defend anyone not under the direct supervision of Basin Precast unless Basin Precast, Inc.'s negligence, or the negligence of anyone under its direct supervision has caused bodily injury, death, or property damage, and then only to the extent of this firm's degree of fault for such loss, as mutually agreed or as determined by mediation, arbitration, or court decision.

Basin Precast, Inc. proposes to furnish the following precast concrete components, related materials, and related services specified below:

1. Basin Precast, Inc. Steel embeds for footings/columns for standard precast connections
2. 400 sqft, 6pcs, Plain grey, Precast sandblasted 4-sided memorial pillars.
3. Erection of all pillars
4. Patching per PCI requirements.

Precast and related materials listed above per terms & conditions contained within this proposal: BASE BID/BUDGET \$ 57,092.96.

This proposal has estimated crane costs subject to change. This proposal does have architectural special finishes quoted.

Note: The 10" wall panel thickness assumes that there are no large openings that will cause the precast wall panels to not work structurally. If openings are added above what is shown in the proposed layout, wall panels may need to increase to 12" thick. Additional charges will apply if we are required to increase the panels thickness.

Note: This firm meets the qualification requirements of the specification, as noted in our Quality Policy Statement on page 1 of this proposal.

Note: poured-in-place concrete footings, floors, topping, dead men, or field placed concrete of any kind is not included in this proposal.

Precast concrete components are "custom fabricated" and cannot be readily utilized on other projects, and due to the size of unloading equipment required, cannot be economically site-stored; therefore; this proposal is expressly based on the following payment terms:

1. Basin Precast, Inc. will not accept "paid if paid" or "pay when paid" conditions.
2. Progress payments equal to 100% of the contract price for precast design services and/or fabricated precast materials, stored in Basin Precast's plant, awaiting delivery, will be invoiced monthly, near the end of each month, due by the 30th of the following month.
3. Progress payments equal to 100% of the contract price for hauling & erection of precast products will be invoiced monthly, near the end of each month, due by the 30th of the following month.
4. A maximum of 5% retention will be allowed on all invoices for up to 3 months after delivery and erection of precast products is complete, unless special arrangements are agreed to prior to contract execution.

This proposal is valid for no more than 30 days from the above date.

On tax exempt projects, the proper state tax exemption certificates must be supplied to this firm prior to acquisition of raw materials. If these certificates are not supplied, taxes will be added to the contract amount above.

If the subcontract which this firm is expected to execute contains any reference to the contract between the owner and the general contractor or construction manager, a copy of that contract must be sent with the subcontract for this firm's review.

ADDITIONAL TERMS AND CONDITIONS

1. Basin Precast, Inc. does not accept any subcontract agreements included in bid documents. It is our intention to negotiate a mutually agreed to contract.
2. This budget price does not recognize IBC 2018 energy code requirements.
3. Typical precast wall panel to wall panel vertical joints will be ¾" nominal. Precast wall panel to finish floor horizontal joints will be 1" nominal. It is our intention to "hold back" the grout under the precast wall panel bearing at finish floor 1" from the exterior face. We recommend that this joint be caulked along with all vertical joints for waterproofing (by others).
4. Precast components will be produced to meet PCI MNL 116 standards. Installation of precast components will be per tolerances within PCI MNL 135.
5. If building becomes taller, or if walls are extended further below finish floor, this proposal will not be valid.
6. Possible overhead door openings have been included in the budget price. It has been assumed that the overhead door spacing will allow us to utilize "punched" openings centered in a 10'-0" wide wall panel, or an opening centered on a panel joint. Both are as shown on Architect's Elevation.
7. Schedule: Installation of precast elements is planned to begin near _____, and will take approximately _____. (date of subcontract acceptance, drawing approval and weather may affect this schedule.) Schedule above does not include final welding and patching. **This schedule requires precast production to begin _____.**
8. This firm will not be liable for any delay in performance due to causes beyond its control including, but not limited to any acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes, riots, insurrection, acts of criminals or terrorists, war, material shortages or delays in delivery by third party suppliers, etc. In the event of such delay the delivery date shall be extended for the period of time as may be reasonably necessary to compensate for such delay, and this firm will have no further punitive responsibilities as relates to the delay.
9. The precast installation duration is based on a 40 hour work week (Monday-Friday) Overtime and Saturday/Sunday work has not been figured into the budget price or schedule. Overtime during the work week is available by request, but only at additional cost, and only during the work week. We cannot compel weekend overtime.
10. Basin Precast, Inc. will provide a product warranty covering materials and workmanship for a period of 1 year from substantial completion of the project.
11. Basin Precast, Inc. will follow safety measures mandated by OSHA 1926
12. Structures composed of precast concrete products referred to in this proposal will be designed in accordance with the current standards of practice as prescribed by the Prestressed Concrete Institute, as well as all applicable building codes. U.L. Labels are not included. All welding performed by this firm will be done by certified welders. Any testing that may be required by owner, local building authorities, controlling contractor, or others, shall be paid for by others.

13. Installation: Erection sequence must be determined, and agreed to, prior to start of production. Any change in erection or delivery sequence after production has begun, may result in additional handling charges and schedule changes.
14. Working conditions: Foundation and/or wall connection hardware must be clean, dry, and accurately placed to allow installation of precast concrete components. In the event of below grade connections, ample clearance must be provided to allow safe access for workmen to make proper connections to precast components. Primary control points required for precast layout are to be provided by others.
15. Clear access for crane & delivery equipment to move about on stable surfaces, under their own power, must be provided. One crane mobilization onto the jobsite has been assumed. If it is required that any precast components be temporarily left out of this sequence to allow access into structure, or for any other reason beyond our control, extra costs incurred will be invoiced by this firm.
16. Truck & crane access will be required outside the structure at various locations. A crane and delivery plan will be provided prior to the start of the precast installation. Minimum width of 55' for crane and truck access will be required to deliver and install precast using the intended crane.
17. This firm cannot be responsible for muddy jobsites. Cleaning of any mud transferred to precast concrete components after arrival on jobsite or any mud transported off jobsite by our equipment shall be the responsibility of others. If muddy conditions hamper precast installation or delivery operations to the point of risk of damage to equipment, or greatly decreased efficiency, this firm reserves the right to halt operations until conditions improve or are remediated by others.
18. If delivery and erecting equipment will travel over and operate over footings and/or trenches. Suitable temporary fill must be placed to allow for these operations. Therefore, where access over footings is required for crane and/or delivery equipment, temporary protection and subsequent timely removal of this protection is to be by others, and at no cost to this firm.
19. All reasonable precautions will be taken to avoid damage to the existing jobsite, however, Basin Precast, Inc. cannot be responsible for damage to curbs, sidewalks, landscaping, pavement, asphalt, or underground utilities in the areas where trucks and cranes must operate while delivering or erecting precast products.
20. For safety reasons, hoisting equipment must maintain a minimum of 20' clear of overhead power lines. Any removal or shielding necessary is to be provided by others and at no cost to this firm. **This firm will not operate cranes over inhabited areas.**
21. Jobsite cleaning and sealing of precast is not included.
22. Cast in or field cut reglet, dovetail, unistrut, or any pre-manufactured assemblies are not included.
23. All cast in imbed plates and loose connection hardware will be uncoated (black)
24. Dewatering of footings is not included.
25. No field measuring or verification prior to the start of the precast delivery is included, with the exception of layout required to erect precast components that have been previously approved.
26. Protection of the precast components, after we have completed operations is not included and shall be provided by and maintained by others. We recommend an area of clean gravel be placed around the exterior perimeter of the precast structure to prevent "splashing" of mud on the precast wall panels
27. Cast in electrical assemblies are not included.
28. All precast wall panels will have 3/4" vertical chamfered edges (interior and exterior).

- 29. All door and window openings will have a 1/2” chamfer around the edges (interior and exterior). Doors and windows will need to be held back from the edge to accommodate chamfers.
- 30. BASE BUDGET: All precast walls required for R19 will be insulated. The remaining will be solid.
- 31. All wall panels shall be plain grey exterior.
- 32. Hand-finished portions (interior) of precast wall panels will be a "Frezno Trowel" finish.
- 33. Exterior faces of the precast wall panels will have an as cast “Steel Form” finish. It is our intention that all exterior precast surfaces will be painted in the field by others.
- 34. Any secondary finishes, including but not limited to: paint, stain, brick, metal panel, etc. is not included and shall be provided by and installed by others.
- 35. Precast wall panels will be produced with a structural grey cement concrete mix. Owner, design team, and general contractor shall expect variances in tone and color within each panel and between adjacent panels. Wall panels will not match each other in color and tone.
- 36. Variations in raw materials and production factors (hydration discoloration caused by local variations of temperature, humidity, and curing conditions) may cause differences in color and texture. Minor non-uniformity of color and hairline appearance cracks should be expected on precast concrete products.
- 37. Sealed precast engineering calculations and sealed precast shop drawings will be supplied after approval has been received and final corrections have been made. One set of reviewed shop drawings stamped “approved” or “approved as noted” by an authorized representative of the architect, contractor or owner, as well as an executed contract or purchase order will be required by this firm prior to fabricating precast products.
- 38. A crane and delivery plan will be provided prior to the start of the precast installation.

Basin Precast Sidney, Montana

Mike Wolff- Sales

GC/CM/Bldg Owner:

Accepted By and Date:

Print Name and Job Title:





Montana's Sunrise City

115 2nd Street S.E., Sidney, Montana - 406-433-2809

Budget and Finance Committee Meeting 5/12/26

May 12, 2026 5:30 PM

Committee meetings are held in a hybrid format, allowing both in-person and Zoom participation. Councilmembers will attend in person unless remote attendance is necessary. Consistent with the Montana Constitution's Right of Participation and Right to Know, the City is committed to open and accessible meetings. Public participation via Zoom or phone is available using the information below:

Zoom Link:

<https://us06web.zoom.us/j/7130805898?pwd=tJpmtgBdGbsjBXS0EAU50ANb4u7h3l.1&omn=87378491905>

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

1. Call to Order

Chair Christensen called the meeting to order at 5:30pm.

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all.

3. Roll Call

Committee Members Present:

City Officials/ Staff Present:

Christensen, Buxbaum and DiFonzo

Mayor Norby, Interim Clerk/Treasurer Lange, Interim CAO Chamberlin

4. Correction or Approval of Minutes

a. April 14th, 2026 Budget and Finance Committee Meeting Minutes

Motion was made to approve.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Christensen, DiFonzo, Buxbaum

5. Public Comment/ Visitors

Your opportunity for the public to address the Committee on items not included on the agenda, no action will be taken during this time.

6. Monthly Reports

Interim Clerk/Treasurer Lange reported attending Clerk/Treasurer certification training in Billings as part of the State certification process and noted additional training would be held in Wolf Point in June. She explained the training included approximately 30 to 40 new Clerk/Treasurers from across Montana and discussed ongoing efforts to continue professional development within the administration office.

Interim Clerk/Treasurer Lange also discussed cross-training efforts occurring within the front office and complimented staff for assisting with revenue vouchers, swim passes, and other daily administrative tasks. She further noted the City's website is now ADA compliant through accessibility tools that allow users to adjust visual settings and contrast options.

An update was provided regarding TBID collections. Interim Clerk/Treasurer Lange reported the Microtel has remained current on reporting and payments, the Holiday Inn completed its settlement payment, and the Wingate paid its balance in full.

Interim Clerk/Treasurer Lange then reviewed the April Treasurer's Report and noted the General Fund was currently at approximately 71% expenditure for the fiscal year, Group Health was at approximately 61%, and Solid Waste and Sweeping were also tracking near 71%. She explained the City's overall budget remained in strong standing with no major concerns identified at this time. Committee discussion followed regarding larger anticipated year-end expenditures and remaining payments due later in the fiscal year.

7. New Business

a. 2026 Employee Handbook Update

Interim CAO Chamberlin presented the revised Employee Handbook and explained the document was substantially reorganized and streamlined from the previous version. She stated the prior handbook contained significant redundancy and was difficult to navigate, while the revised version was intended to improve clarity, organization, and employee understanding.

Interim CAO Chamberlin discussed several of the major updates within the handbook, including implementation of the Chief Administrative Officer structure, consolidation of overlapping policies, clarification of disciplinary and grievance procedures, revisions to probationary periods associated with transfers, updates to the sick leave donation process, and incorporation of longevity policies previously maintained separately. She also noted the City is separately developing a Public Works Safety Manual, which is why many safety-specific procedures were intentionally removed from the handbook.

During review, Interim CAO Chamberlin identified several remaining references to "at-will employment" that had been inadvertently left in the handbook and acknowledged those references would be removed to comply with Montana employment law. Committee members discussed the importance of carefully reviewing the revised handbook due to the substantial

rewrite and modernization effort. Interim CAO Chamberlin stated the handbook had already undergone review by MMIA, legal counsel, supervisors, and department management.

Additional discussion occurred regarding City-issued cell phones and concerns involving use of personal devices for police business. Committee members discussed liability and evidentiary concerns associated with employees using personal devices for City work and requested language clarifying that police employees should use City-issued devices for official business whenever possible.

Following discussion, motion was made to table the Employee Handbook Update for additional review.

Motion made by DiFonzo, Seconded by Buxbaum.

Voting Yea: Christensen, DiFonzo, Buxbaum

b. Employee Evaluation Policy 2026

Interim CAO Chamberlin presented the proposed Employee Evaluation Policy and explained the policy was intended to function as a standalone supervisory procedure that complements the Employee Handbook. She explained supervisors recently completed evaluation training and discussed efforts to strengthen chain-of-command accountability throughout the organization.

Discussion occurred regarding future merit-based compensation structures and the possibility of implementing a measurable step-and-scale evaluation system tied to employee goals and performance benchmarks. Committee members expressed concerns regarding traditional merit systems and discussed the importance of maintaining objective standards and measurable expectations to avoid employee conflicts or perceptions of favoritism.

Interim CAO Chamberlin explained the current fiscal year would serve as a baseline year with COLA-only adjustments while the City develops a more measurable evaluation and compensation structure moving forward. Committee members discussed the importance of establishing clear employee goals and expectations prior to implementing any future merit structure.

Motion was made to table the Employee Evaluation Policy for further review.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Christensen, DiFonzo, Buxbaum

c. Drug and Alcohol Testing Policy 2026

Interim CAO Chamberlin presented the Drug and Alcohol Testing Policy and stated the standalone policy was requested by MMIA. She explained the policy includes both DOT and non-DOT employees occupying qualifying safety-sensitive positions and addresses pre-employment, random, reasonable suspicion, and post-incident testing procedures.

Committee discussion focused heavily on post-incident testing procedures, including whether blood testing could be required in certain circumstances and how those procedures compare to DOT requirements. Members also discussed concerns related to employees operating vehicles, heavy equipment, or performing public safety duties. Additional conversation occurred regarding prohibited substances, including kratom and other mind-altering substances, and the City's responsibility to maintain a safe workplace.

Interim CAO Chamberlin stated she would further research questions regarding blood testing authority and procedures before the policy is brought forward again.

Motion was made to table the Drug and Alcohol Testing Policy pending additional information.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Christensen, DiFonzo, Buxbaum

d. Conflict of Interest and Ethics Policy and Form

Interim CAO Chamberlin presented the proposed Conflict of Interest and Ethics Policy and accompanying annual disclosure form. She explained many municipalities and boards require annual conflict disclosures and stated the policy would apply to elected officials, appointed officials, department heads, and administration staff.

Committee discussion included examples of financial conflicts involving contracts, employment relationships, and business affiliations. Interim CAO Chamberlin explained the purpose of the policy was to improve transparency, assist with identifying abstention requirements, and maintain public confidence in City decision-making. She further explained the forms would be completed annually at the beginning of each fiscal year and updated as needed when circumstances change.

Motion was made to recommend approval of the Conflict of Interest and Ethics Policy and Form.

8. Unfinished Business

a. Public Works Operations Manager Job Description

Interim CAO Chamberlin presented revised job descriptions for the Public Works Operations Manager, Assistant Public Works Director, and Public Works Director positions. She explained the Operations Manager position was created following prior Committee direction to better address day-to-day operational oversight and long-term succession planning within the Public Works Department.

Interim CAO Chamberlin explained the Assistant Public Works Director position would function primarily as a succession-planning role, while the Operations Manager would oversee day-to-day operations and employee management responsibilities. She further explained all three job descriptions were updated to reflect the City's Chief Administrative Officer structure and reporting hierarchy. Public Works Director Jeff Hintz reviewed the revisions and supported the proposed changes.

Committee members discussed organizational structure, reporting relationships, long-term operational planning, and asked for the job description to be updated to reflect project tracking responsibilities, GIS systems, and budget awareness within the department. Additional discussion occurred regarding maintaining clear administrative authority while avoiding overlap in operational responsibilities.

Motion was made to approve the revised Public Works Operations Manager job description with updates, and the Assistant Public Works Director and Public Works Director job descriptions as presented.

b. Assistant Public Works Director Job Description

c. Public Works Director Job Description

d. FY26-27 Payroll:

Superintendent positions Exempt

2.9% COLA

No Merit Increase

Interim CAO Chamberlin presented updated FY26-27 payroll projections and explained the projections included a proposed 2.9% COLA adjustment, no merit increases for FY26-27, the City covering 85% of the projected 6% health insurance increase, and revisions associated with the Public Works restructuring.

Committee members reviewed projected departmental payroll impacts and discussed staffing within the Police Department, specifically the Drug Task Force Officer position partially funded through State grant reimbursement. Discussion centered on current staffing levels, officer training experience, the challenges of assigning less experienced officers to specialized investigative positions, and the financial risks associated with either maintaining or temporarily discontinuing the grant-funded position.

Interim CAO Chamberlin explained that if the City declines participation in the grant for a year, there is no guarantee the position would remain assigned to Sidney in future years, but Chief Kraft is hopeful. She recommended allowing Police Chief Mark Kraft to attend a future meeting to further discuss the matter and provide additional information regarding State coordination and staffing impacts.

Motion was made and seconded to table further payroll discussion pending additional information.

9. Comments and Questions from the Committee

Nothing.

10. Adjournment

Adjourned 6:44pm.

Meeting Guidelines

- We ask that all participants be respectful and courteous.
- Please direct comments to the Council as a whole.
- When speaking, please state your name for the record.
- Be mindful of others by keeping comments concise and avoiding repetition.
- The presiding officer may guide speaking time to help the meeting run smoothly.
- Disruptive behavior may result in removal from the meeting.



Financial Policy – Conflict of Interest and Ethics Policy

Purpose

The purpose of this policy is to ensure that all elected officials, appointed officials, and employees of the City of Sidney conduct City business in a manner that maintains public trust, avoids conflicts of interest, and complies with applicable Montana law.

Policy Statement

City officials and employees shall perform their duties in the best interest of the public and shall not use their position for personal or financial gain.

All decisions must be made free from conflicts of interest or the appearance of impropriety.

Legal Compliance

This policy is intended to comply with applicable provisions of Montana Code Annotated, including but not limited to:

- Ethics and standards of conduct for public officers and employees
- Disclosure and recusal requirements
- Prohibitions on personal financial gain from public office

Where state law is more restrictive, state law shall govern.

Definitions

Conflict of Interest

A conflict of interest exists when an individual's personal, financial, or business interests could improperly influence, or appear to influence, their official duties or decision-making.

Financial Interest

Includes, but is not limited to:

- Ownership or investment in a business
- Employment or compensation arrangements
- Contracts or pending contracts with the City
- Interests held by immediate family members

Immediate Family

Includes spouse, domestic partner, parents, children, siblings, and in-laws.

Annual Disclosure

All elected officials, appointed officials, and designated employees shall complete a Conflict of Interest Disclosure Form annually.

Disclosure forms shall be submitted to the Clerk/Treasurer and maintained as public records as required by law.

Annual disclosures shall be reviewed and acknowledged at the first regular City Council meeting following the beginning of the fiscal year (after July 1st).

Ongoing Disclosure

The City of Sidney is an equal opportunity employer and provider.

Individuals must disclose any actual or potential conflict of interest as soon as it arises, even if it occurs after the annual disclosure has been submitted.

Recusal Requirements

When a conflict of interest exists or may reasonably appear to exist:

- The individual shall disclose the conflict
- The individual shall refrain from participating in discussion, decision-making, or voting on the matter
- The disclosure and recusal shall be documented in meeting minutes when applicable

Prohibited Conduct

City officials and employees shall not:

- Use their position to secure special privileges or exemptions
- Participate in decisions in which they have a financial interest
- Accept gifts, favors, or compensation that could influence official actions
- Enter into contracts with the City in violation of Montana law

Procurement and Contracting

All individuals involved in purchasing or contracting must comply with this policy in addition to the City's:

- Purchasing Policy
- Procurement Policy
- Contract Approval Authority Policy

Any potential conflict related to procurement must be disclosed prior to participation in the process.

Enforcement

Failure to comply with this policy may result in:

- Disciplinary action for employees
- Referral to appropriate authorities if required by law
- Removal or other action as permitted for appointed officials

Policy Review

This policy shall be reviewed periodically to ensure compliance with Montana law and best practices in public sector ethics.



Conflict of Interest Disclosure Form (Annual)

Name: _____

Position/Title: _____

Department/Board/Committee: _____

Date: _____

Business Interests

Do you or any immediate family member have ownership, employment, or a financial interest in any business that does or may do business with the City of Sidney?

Yes No

If yes, please describe:

Contracts with the City

Do you or any immediate family member have any existing or potential contracts, agreements, or financial arrangements with the City?

Yes No

If yes, please describe:

Other Potential Conflicts

Are there any other relationships, affiliations, or circumstances that could create a conflict of interest or the appearance of a conflict?

Yes No

If yes, please describe:

Acknowledgement of Ongoing Duty

I understand that I am required to disclose any actual or potential conflict of interest as it arises throughout the year and to refrain from participation in related decisions when applicable.

I acknowledge this requirement

The City of Sidney is an equal opportunity employer and provider.

Certification

I certify that the information provided above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Clerk/Treasurer Use Only

Date Received: _____

Reviewed By: _____

Filed Location: _____

Public Works Operations Manager

GENERAL PURPOSE

Performs advanced supervisory and operational management work directing the day-to-day field operations of the Public Works Department. This position is responsible for execution of services, workforce supervision, and coordination of all divisions.

This role serves as the primary operational authority, relieving the Public Works Director and Assistant Public Works Director of daily field oversight responsibilities.

This position operates within the City's administrative structure under the Chief Administrative Officer (CAO) and executes operational direction established by the Public Works Director and Assistant Public Works Director.

SUPERVISION RECEIVED

Works under the direction of the Public Works Director. May receive administrative direction from the Assistant Public Works Director.

SUPERVISION EXERCISED

Direct supervision over division supervisors, superintendents, crew leaders, and assigned personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Operations Management

- Oversees and directs daily operations across all Public Works divisions.
- Coordinates work schedules, staffing levels, and equipment utilization.
- Ensures efficient and effective delivery of public works services.
- Assists with implementation and management of GIS system.
- Assists with operational tracking logs and data entry.
- Identifies and resolves operational issues in real time.

Workforce Leadership

- Exercises primary responsibility for field-level employee supervision and performance management.
- Supervises and supports superintendents, supervisors, and crew leaders.
- Implements day-to-day personnel management including scheduling, assignment of duties, and operational decision-making.
- Recommends hiring, discipline, and performance actions to department leadership.

Coordination & Communication

- Communicates operational priorities from leadership to field staff.
- Coordinates activities across divisions to maximize efficiency and service delivery.

Public Works Operations Manager

- Responds to operational concerns, service requests, and citizen inquiries.

Safety & Compliance

- Ensures adherence to all safety standards, policies, and regulations.
- Promotes and enforces a strong safety culture across all divisions.
- Addresses safety concerns and ensures corrective actions are implemented.

Operational Planning & Support

- Assists with budget planning and management.
- Assists with short-term planning, scheduling, and prioritization of work.
- Provides input on staffing, equipment needs, and operational improvements.
- Coordinates field support for capital projects and maintenance activities.

PERIPHERAL DUTIES

- Assists with staff training and development initiatives.
- Supports implementation of departmental policies and procedures.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Graduation from a four-year college or university in civil engineering, construction management, public administration, environmental science, or a closely related field; or a minimum of four (4) years of progressively responsible experience in public works, utilities, or municipal infrastructure including supervisory responsibility; or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Extensive knowledge of municipal public works operations including water, sewer, streets, and infrastructure systems.
- Knowledge of safety standards, operational procedures, and regulatory requirements.
- Strong leadership and personnel management skills.
- Ability to coordinate multiple crews, projects, and priorities simultaneously.
- Strong problem-solving and decision-making abilities.
- Effective communication and interpersonal skills.
- Ability to maintain effective working relationships with employees, contractors, officials, and the public.

SPECIAL REQUIREMENTS

- Must possess or obtain a valid State driver's license and CDL Certification.
- Relevant utility certifications are desirable.

Assistant Public Works Director

GENERAL PURPOSE

Performs advanced administrative, managerial, and professional work assisting in the planning, organization, and strategic direction of the Public Works Department. This position is structured as a succession and leadership development role, with emphasis on administration, budgeting, capital planning, and regulatory compliance rather than day-to-day field operations.

The Assistant Public Works Director supports long-term planning, policy implementation, and departmental coordination while developing the competencies necessary to assume the duties of the Public Works Director.

This position operates within the City's administrative structure under the Chief Administrative Officer (CAO), ensuring alignment between Public Works operations and the City's overall organizational and strategic objectives.

This position is not responsible for direct day-to-day field supervision, which is delegated to the Public Works Operations Manager.

SUPERVISION RECEIVED

Works under the administrative direction of the Chief Administrative Officer (CAO) and the direct supervision of the Public Works Director.

SUPERVISION EXERCISED

Exercises indirect and administrative supervision over division supervisors and staff through established management structure. Provides administrative direction to the Public Works Operations Manager.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Administrative & Strategic Leadership

- Assists in development, administration, and oversight of departmental budgets.
- Monitors expenditures and financial performance across all Public Works divisions.
- Assists in development and implementation of departmental policies, procedures, and operational standards.
- Ensures alignment of departmental operations with City-wide administrative direction established by the CAO.

Capital Planning & Project Oversight

- Assists in development and implementation of the Capital Improvement Plan (CIP).
- Supports oversight of public works capital projects from a planning and administrative perspective.

Assistant Public Works Director

- Coordinates with engineers, contractors, and regulatory agencies.
- Assists in ensuring projects are completed in compliance with applicable laws, regulations, and funding requirements.

Regulatory Compliance & Risk Management

- Ensures departmental adherence to environmental, safety, and regulatory requirements.
- Assists in preparation of reports, documentation, and compliance materials for local, state, and federal agencies.
- Supports audit processes and regulatory reviews as required.

Department Coordination

- Provides administrative direction and performance expectations to the Operations Manager to ensure alignment with departmental goals.
- Assists in establishing priorities at a strategic level, including resource allocation and service delivery standards.
- Coordinates across departments to support City-wide initiatives and organizational goals.

Leadership Development / Acting Director

- Assumes administrative and leadership responsibilities in the absence of the Public Works Director.
- Participates in leadership development and cross-training opportunities.
- Prepares for potential transition into the Public Works Director role.

PERIPHERAL DUTIES

- Assists with staff training and professional development initiatives.
- Participates in long-range planning and organizational development efforts.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Graduation from a four-year college or university in civil engineering, construction management, public administration, environmental science, or a closely related field; or a minimum of four (4) years of progressively responsible experience in public works, utilities, or municipal infrastructure including supervisory responsibility; or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of municipal public works systems including water, sewer, streets, and infrastructure operations.

Assistant Public Works Director

- Knowledge of budgeting, capital planning, and public administration principles.
- Knowledge of applicable safety, environmental, and regulatory standards.
- Ability to plan, prioritize, and coordinate multiple administrative and operational initiatives.
- Ability to lead through indirect supervision and organizational influence.
- Strong communication and interpersonal skills.
- Ability to establish and maintain effective working relationships.

SPECIAL REQUIREMENTS

- Must possess or obtain a valid State driver's license and CDL Certification.
- Relevant utility certifications are desirable.
- Professional Engineer (PE) registration is preferred but not required.
- CAD, GIS, and survey experience preferred but not required.

SUCCESSION DEVELOPMENT STATEMENT

This position is structured to provide leadership continuity within the Public Works Department. While appointment to Public Works Director is not guaranteed, the Assistant Public Works Director is expected to develop the administrative, regulatory, and leadership competencies necessary to assume full Director responsibilities should the position become vacant.

GENERAL PURPOSE

Performs advanced executive, administrative, and professional work directing the overall operations, planning, and management of the Public Works Department. This position is responsible for establishing departmental vision, policy direction, and strategic priorities while ensuring effective delivery of public infrastructure and services.

The Public Works Director provides leadership over all divisions including water, sewer, streets, and related infrastructure systems. This position focuses on long-term planning, financial management, regulatory compliance, and organizational leadership rather than direct day-to-day field supervision.

This position operates within the City's administrative structure under the Chief Administrative Officer (CAO), ensuring that Public Works functions align with City-wide goals, policies, and strategic initiatives.

Direct day-to-day field supervision is delegated to the Public Works Operations Manager.

SUPERVISION RECEIVED

Works under the administrative direction of the Chief Administrative Officer (CAO).

SUPERVISION EXERCISED

Exercises direct supervision over the Assistant Public Works Director and Public Works Operations Manager. Exercises overall managerial oversight of division supervisors, superintendents, and departmental staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Executive Leadership & Administration

- Provides overall leadership and direction for the Public Works Department.
- Establishes departmental goals, policies, and performance expectations.
- Ensures alignment of departmental operations with City-wide administrative direction established by the CAO.
- Advises the CAO, Mayor, and City Council on public works matters, infrastructure needs, and operational priorities.

Financial Management & Budgeting

- Develops and administers the departmental budget.
- Monitors revenues and expenditures to ensure fiscal responsibility and sustainability.
- Identifies funding opportunities including grants and external financing.
- Oversees long-term financial planning related to infrastructure and capital needs.

Public Works Director

Capital Planning & Project Oversight

- Leads development and implementation of the Capital Improvement Plan (CIP).
- Provides executive oversight of public works capital projects.
- Coordinates with engineers, contractors, and regulatory agencies.
- Ensures projects are delivered in compliance with applicable standards, timelines, and budgets.

Regulatory Compliance & Risk Management

- Ensures compliance with all local, state, and federal regulations.
- Oversees environmental, safety, and operational compliance programs.
- Directs preparation of required reports, documentation, and regulatory submissions.
- Supports audit processes and risk management efforts.

Organizational Leadership & Coordination

- Provides leadership and direction to the Assistant Public Works Director and Operations Manager.
- Establishes strategic priorities and ensures effective delegation of responsibilities.
- Promotes coordination across divisions and with other City departments.
- Supports organizational development, workforce planning, and succession planning efforts.

Community & Intergovernmental Relations

- Serves as primary point of contact for public works-related issues.
- Responds to citizen concerns and service requests at a policy or executive level.
- Coordinates with external agencies, regional partners, and stakeholders.
- Represents the City in matters related to infrastructure and public works operations.

PERIPHERAL DUTIES

- Supports staff training, leadership development, and organizational initiatives.
- Participates in strategic planning and City-wide initiatives.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Graduation from a four-year college or university in civil engineering, construction management, public administration, environmental science, or a closely related field; or a minimum of five (5) years of progressively responsible experience in public works, utilities, or municipal infrastructure including significant supervisory and management responsibility; or any equivalent combination of education and experience.

Public Works Director

Item e.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Extensive knowledge of municipal public works systems including water, sewer, streets, and infrastructure operations.
- Knowledge of public administration, budgeting, and capital planning principles.
- Knowledge of applicable safety, environmental, and regulatory standards.
- Ability to lead a complex municipal department through strategic planning and organizational management.
- Ability to develop and manage budgets and capital programs.
- Strong leadership, decision-making, and problem-solving skills.
- Excellent communication and interpersonal abilities.
- Ability to establish and maintain effective working relationships with employees, officials, contractors, and the public.

SPECIAL REQUIREMENTS

- Must possess or obtain a valid State driver's license.
- CDL Certification preferred but not required.
- Relevant utility certifications are desirable.
- Professional Engineer (PE) registration is preferred but not required.
- CAD, GIS, and survey experience preferred but not required.

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

WORK ORDER number 012 made as of the 06 th day of May, 2025

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 office and Locker room
1001 3rd St NE
Sidney, MT 59270

Breakroom and Entryway-countertops and cabinets

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.)

May 1, 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 1473 Countertop in Works Building-Dated 04/30/26-

§ 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.
4/30/2026	1473

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

PROJECT

Countertops in Works Building

DESCRIPTION	Total
Labor and Materials to install plastic laminate base cabinets and countertops in offices 1 & 2	6,725.00
Labor and Materials to install plastic laminate countertops in Entry	1,610.00
Labor and Materials to install plastic laminate base cabinets and countertops in break room	7,402.00

Due to market volatility, material cost is subject to change after 15 days.

Phone #	Fax #
406-482-4401	406-482-9023

E-mail
admin@bbbuildersmt.com



City of Sidney, MT
 Zoning/Board of Adjustment Meeting
 May 13, 2026 8:00 AM
 115 2nd Street SE | Sidney, MT 59270

Board 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. New Business

- a. Public Hearing: Reynolds Market Conditional Use Permit for digital electronic graphic display sign on their existing pylon sign

404 N Central (Augustus Vaux Subdivision, S28, T23 N, R59 E, Block 001, Lot 002)

Chairman Jones opened the Zoning/Board of Adjustment Meeting for Reynolds Market Conditional Use Permit for digital electronic graphic display sign on their existing pylon sign at 404 North Central Avenue (Augustus Vaux Subdivision, S28, T23 N, R59 E, Block 001, Lot 002).

Chairman Jones opened the public hearing at 7:58am.

Chairman Jones called for opponents three times and hear none.

Chairman Jones called for proponents three times. Loren Kutzler with Reynolds Market and is a personal property owner across the street from Reynold Market was in attendance as a proponent.

Chairman Jones closed the public hearing at 8:01am.

The committee discussed the proposal for a digital electronic graphic display sign at Reynolds Market's existing pylon sign at 404 North Central Avenue . The sign's brightness is currently at 75% during the day and can be reduced in the evening. There were no objections from neighbors, including Steve Meagher from Four Seasons Trailer Park.

Chairman Meldahl made a motion to recommend City Council approval at the May 18th Council meeting, ensuring the sign adheres to DOT requirements, such as evening dimming.

Motion made by Meldahl, Seconded by Jones.

Voting Yea: Smith, Jones, Meldahl, Hintz

Adjourned at 8:04am.

City of Sidney



Montana's Sunrise City

APPLICATION FOR CONDITIONAL USE PERMIT

The undersigned hereby makes application for a conditional use permit pursuant to Chapter 11.19 of the Sidney Zoning Ordinance

Name of Property Owner: Reynolds Management Group
 Name of Applicant: Reynolds Market Loren Kutzel
 Address of Applicant: 404 N. Central
 Phone Number of Applicant: 406 489 3099
 Legal Description of subject property: Shops at Fox Run - B1, La Augustus Vaux
 Current Zoning: Commercial Land Area: 263,699 Sq Ft. Sub
 Conditional Use request if for the following reason: Adding a video sign to Pylon sign

(use additional pages if necessary)

In addition to the above, submit a plot plan drawn to scale on paper not larger than 11" x 17" which includes all existing and proposed structures and proposed variance measurements, a list of names, mailing addresses, and labels of all property owners within 300ft of the subject property and a **\$600 filing fee (a maximum of eight RV's will be allowed) (Each RV will pay a per-camper fee of \$600). The application will not be considered complete until all information is submitted.**

I hereby certify that the above information is true and correct and that I am the Owner Owner's Agent Lessee of the above described property.

[Signature]
 Applicant Signature

For Office Use Only

Date Filed: April 28th 2026 Filing Fee: \$1000⁰⁰ (RV 26-309)
 Zoning Commission: May 13, 2026 Action Taken: _____
 Council Hearing: May 18, 2026 Action Taken: _____

Property Owners Within 300 Feet

*Loren D and Mandy M Kutzler

613 N. Central Ave.

Sidney MT, 59270

*Todd F Morasko

611 N. Central Ave.

Sidney MT, 59270

*Four Seasons RV & Trailer Park

501 N. Central Ave.

Sidney MT, 59270

*PCS Insulation LLC

409 N. Central Ave

Sidney MT, 59270

*2S Partners

108 2nd St. NE

Sidney MT, 59270

City of Sidney



Montana's Sunrise City

APPLICATION FOR CONDITIONAL USE PERMIT

This form is to be completed as part of the Conditional Use Permit process. This form must be completed or the application will be denied.

Name of Property Owner: Reynolds Management Group
 Name of Applicant: Loren Kutcher
 Address of Applicant: 404 N. Central P.O. Box 1048
 Phone Number of Applicant: 406 489 3099
 Legal Description of subject property: Augustus Vaux Subdivision Bl. L2
 Current Zoning: Commercial Land Area: 263,699 Sq. Ft.
 Conditional Use request if for the following reason: Adding Video Sign to Rylon Sign

(use additional pages if necessary)

Department: Public Works
 Approved
 Denied
 Conditionally Approved

Date:
Conditions:

Printed Name

Signature

Department: Water & Sewer Department
 Approved
 Denied
 Conditionally Approved

Date:
Conditions:

Printed Name

Signature

Department: Police Department
 Approved
 Denied
 Conditionally Approved

Date:
Conditions:

Printed Name

Signature

City of Sidney



Montana's Sunrise City

Department: Fire Department

- Approved
- Denied
- Conditionally Approved

Date:

Conditions:

Printed Name

Signature

Department: Building Inspector

- Approved
- Denied
- Conditionally Approved

Date:

Conditions:

Printed Name

Signature

Department: City Planner

- Approved
- Denied
- Conditionally Approved

Date:

Conditions:

Printed Name

Signature

Department: District Sanitarian

- Approved
- Denied
- Conditionally Approved

Date:

Conditions:

Printed Name

Signature

04/23/26
10:12:40

CITY OF SIDNEY
Revenue Voucher Detail
For the Accounting Period: 4/26

Page: 1 of 1
Report ID: L110

Doc #	Per	Line #	Fund Account	Object	Org	Proj	Receipt #	Description	Type	Rec Date/		
										Amount	Cash	Offset User ID
26-309	4/26									600.00	04/23/26	jess
CONDITIONAL USE APPLICATION FROM REYNOLDS MARKET-ELECTRONIC SIGN												
ACTUAL BANK DEPOSIT: \$600.00												
		1	1000 341000					CHK #38002		600.00	101000	
Total:										600.00		

J Chamberlain



Re: Conditional Use Permit Request for Reynold's Market Group

Dear City of Sidney Resident,

This is notice that Reynold's Market Group is requesting a conditional use permit per City Code 11-19-51 to have a digital electronic graphic display sign on their existing pylon sign. The current zoning for this location is B-1: Community Highway Business located at 404 N Central. The legal description is: Augustus Vaux Subdivision, S28, T23 N, R59 E, Block 001, Lot 002.

A Board of Adjustments Meeting will be called for Wednesday May 13th, 2026 at 8:00 am at City Hall to decide on this matter. If you have any comment for or against this conditional use request please either attend the Board of Adjustments meeting or contact City Clerk Karmen Lange, who will present to the Board.

If you have any questions, please do not hesitate to contact City Hall at the above contact information. Virtual Zoom meeting information is:

Meeting ID: 713 080 5898 Passcode: 4332809 Or by calling: 1-346-248-7799

Thank you,

Jessica Chamberlin
Chief Administrative Officer
City of Sidney

CITY OF SIDNEY

NOTICE

There will be a Public Hearing on Wednesday May 13th, 2026 at 8:00 A.M., at the City Council Chambers at City Hall in front of the Zoning/Board of Adjustments, for the purpose of considering a Conditional Use Permit. The request is from Reynolds Market Group, to have digital electronic graphic display sign on their existing pylon sign. This property is located at 404 N Central. The legal description is: Augustus Vaux Subdivision, S28, T23 N, R59 E, Block 001, Lot 002.

For further information regarding this matter or call-in information, you may contact City Clerk/Treasurer Lange at 115 2nd St SE, Sidney, Montana, Tel: 406-433-2809.

Karmen Lange
City Clerk/Treasurer

Publish: April 29th and May 6th, 2026

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: TA 9042(52), TA 9042(53), TA 9042(54)

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 PROJECT ID - TA 9042(52), TA 9042(53), TA 9042(54)
22nd AVE NW PED/BIKE PATH-SIDNEY
UPN 10735000
MDT Contract Number (Get CTS number from Fiscal)**

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 TA 9042(52), TA 9042(53), TA 9042(54), 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

All information not included below will be provided by MDT in a supplemental document when the Local Agency submits its first request for reimbursement.

1. Subrecipient's name: City of Sidney;
2. Local Agency's Unique Entity ID: To be determined (TBD);
3. Federal Award Identification Number (FAIN): TBD;
4. Federal Award Date: TBD;
5. Subaward Period of Performance Start and End Date: TBD;
6. Subaward Budget Period Start and End Date: TBD;
7. Amount of Federal Funds Obligated in the subaward: TBD;

8. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation: TBD;
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: TBD;
10. Federal Award Project Description: Transportation Alternatives;
11. Awarding Agency: FHWA;
12. Assistance Listing Number: 20.287;
13. This Project is not for research and development; and
14. 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 reasonable 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 Mont. Code Ann. § 17-1-106 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. 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. 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	State Matching Funds	Local Agency Matching Funds	Local Agency Additional Funds
Total Preliminary Engineering (PE)	\$110,094.00	\$95,319.39		\$14,774.61	
PE - Local Agency	\$99,084.60	\$85,787.45		\$13,297.15	
PE - MDT	\$11,009.40	\$9,531.94		\$1,477.46	
Construction (CN)	\$917,450.00	\$794,328.21		\$123,121.79	
CN - Local Agency					
Total Construction Engineering (CE)	\$119,268.00	\$103,262.23		\$16,005.77	
CE - Local Agency	\$113,304.60	\$98,099.12		\$15,205.48	
CE - MDT	\$5,963.40	\$5,163.11		\$800.29	
Right-of-Way (R/W)	\$0.00	\$0.00		\$0.00	
R/W - Local Agency					
Incidental Construction (IC)	\$99,500.00	\$86,147.10		\$13,352.90	
IC - Local Agency					
Subtotal	\$1,229,339.20	\$1,064,361.88	\$0.00	\$164,977.32	\$0.00
Local Agency					
Subtotal	\$16,972.80	\$14,695.05	\$0.00	\$2,277.75	\$0.00
MDT					
IDC (9.90%)	\$1,680.31	\$1,454.81	\$0.00	\$225.50	\$0.00
Grand Total	\$1,247,992.31	\$1,080,511.74	\$0.00	\$167,480.57	\$0.00

The above costs are estimates and include inflation and current IDC. 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 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; and
 - vi. Construction contract administration.
 - c. MDT Project Area Responsibilities:
 - i. Civil Rights reporting for ADA, DBE, EEO, OJT, and Title VI Programs;
 - ii. Review 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; and
- viii. Project final acceptance.

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

- i. Review 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. Review 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; and
- 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 Agreement 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 Mont. Code Ann. Title 18 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 (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 Mont. Code Ann. 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 Mont. Code Ann. §§ 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 Costs (IDC)** – Mont. Code Ann. § 17-1-106 requires all state agencies, including MDT, which receive 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:

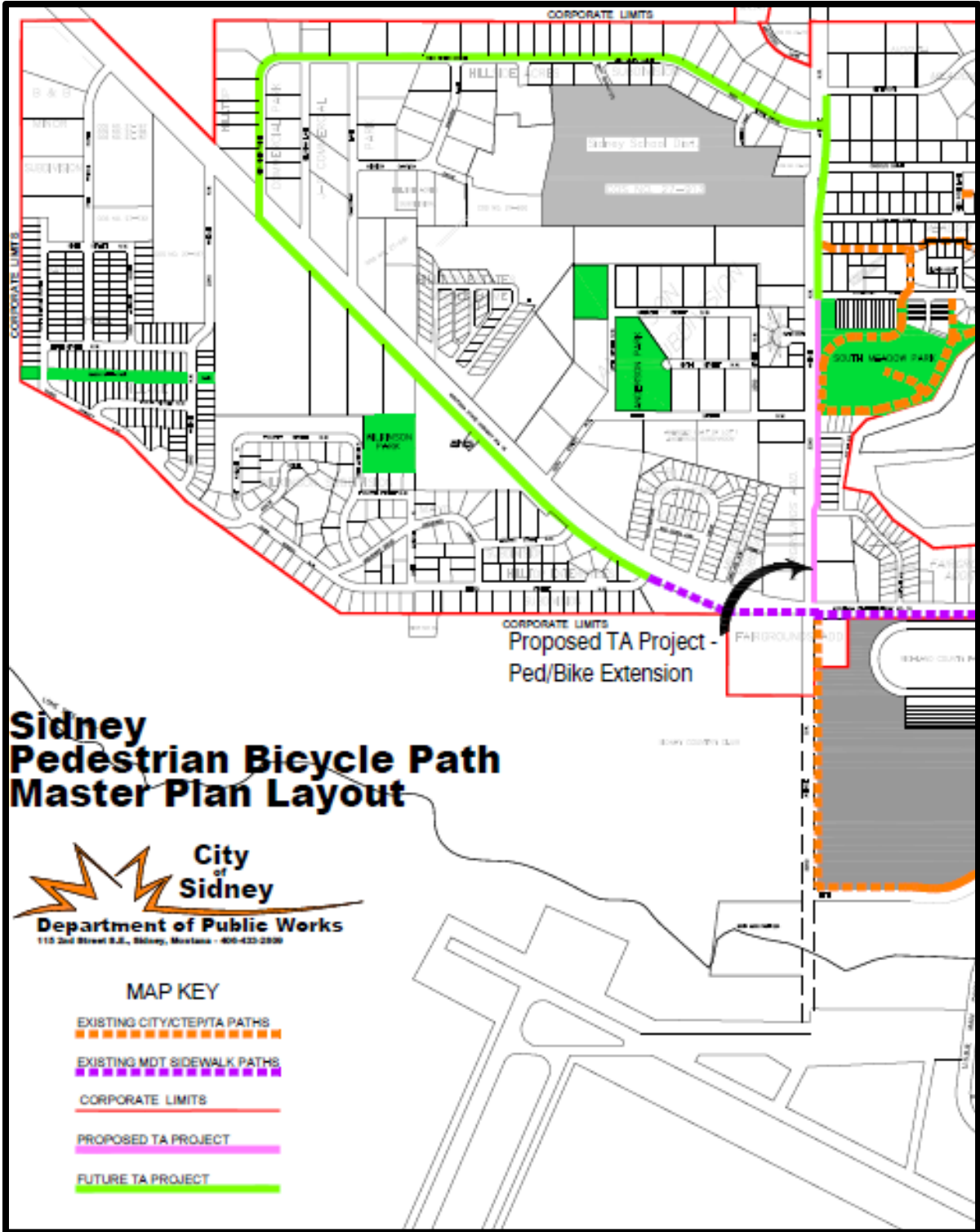
XXXXX
City Clerk

Approved for Legal Content:

XXXX
City Attorney

ATTACHMENT A:
MDT NONDISCRIMINATION AND
DISABILITY ACCOMMODATION NOTICE

**ATTACHMENT B:
PROJECT LOCATION MAP**



05/15/26
09:21:36

CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/26

Page: 1 of 11
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
45112		365 CON'S WEED CONTROL	386.00					
	36345	04/21/26 WEED CONTROL-WATER DEPT	386.00			5210 430500	300	101000
45113		1174 VALLI	126.29					
	105820	04/30/26 WEB POSTING & MONTHLY MAINT	63.15			5210 430500	300	101000
	105820	04/30/26 WEB POSTING & MONTHLY MAINT	63.14			5310 430600	300	101000
45114	E	492 USDA RURAL DEVELOPMENT	3,767.00					
	05/18/26	PRINCIPAL MAY 2026	1,939.40			5210 490520	610	101000
	05/18/26	INTEREST MAY 2026	1,827.60			5210 490520	620	101000
45115		402 UTILITIES UNDERGROUND LOCATION	94.34					
	6045110	04/30/26 40 EXCAVATION NOTIF-APR 26	47.17			5210 430500	300	101000
	6045110	04/30/26 40 EXCAVATION NOTIF-APR 26	47.17			5310 430600	300	101000
45116		165 TRI-COUNTY IMPLEMENT	1,285.97					
	RO41319	04/03/26 REPAIR ECM PARAMETERS #422	1,123.00*			5410 430830	300	101000
26362								
	CT85123	04/17/26 BELTS-GRASSHOPPER #6 & 7	162.97			1000 460430	200	101000
26379								
45117	E	1213 SIDNEY WATER DEPARTMENT	1,338.24					
	04/28/26	WATER BILL- APRIL 2026	582.72			1000 420400	340	101000
	04/28/26	SEWER BILL- APRIL 2026	755.52			1000 420400	340	101000
45118		1045 TRACTOR SUPPLY CREDIT PLAN	329.97					
	591703	04/09/26 RIMS & TIRES- ALUM TRAILER	299.98*			2565 430200	200	101000
26270								
	590760	04/01/26 TIRE TUBE-WATER TOWER MOWER	29.99			1000 460430	200	101000
26358								
45119		44 REYNOLDS WAREHOUSE GROCERY	162.82					
	01-323374	04/16/26 CITY HALL BREAK ROOM SUPPLI	97.78*			1000 411200	200	101000
	95-316326	04/29/26 CITY HALL BREAK ROOM SUPPLI	65.04*			1000 411200	200	101000
45120		77 RICHLAND COUNTY TREASURER	831.00					
	04/30/26	CRIMINAL CONVICTION	265.00		NA	7467 212300		101000
	04/30/26	TECHNOLOGY SURCHARGE	238.00		NA	7458 212200		101000
	04/30/26	VICTIM WITNESS SURCHARGE	328.00		NA	2917 212500		101000

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45121		277 THE ROUNDUP	553.50					
	274359	04/01/26 LEGALS: AUDIT PUBLICATION	52.00			1000 410240	300	101000
	274449	04/08/26 AD: NUISANCE PROPERTY CONT	126.50			1000 410240	300	101000
	274499	04/15/26 AD: NUISANCE PROPERTY CONT	126.50			1000 410240	300	101000
	274625	04/22/26 LEGAL: NOTICE TO PROP OWNER	52.00			1000 410240	300	101000
	274604	04/22/26 AD: NUISANCE PROPERTY CONT	126.50			1000 410240	300	101000
	274727	04/29/26 LEGAL: NOTICE PROP OWNER	44.00			1000 410240	300	101000
	274727	04/26/26 LEGAL: PUBLIC HEARING REYNOLDS	26.00			1000 410240	300	101000
45122		950 PJ'S AUTO GLASS & RADIATOR	330.00					
	26059	05/06/26 WINDOW REPLACEMENT #421	330.00*			5410 430830	300	101000
26397								
45123		1114 PINE COVE	1,350.00					
	26970C	05/01/26 MAY MANAGED SERVICES	1,050.00			5710 430252	300	101000
	26971C	05/01/26 MAY RESTORE AGREEMENT	300.00			5710 430252	300	101000
45124		1406 ACE HARDWARE	540.86					
	026766/7	03/26/26 QUIKRETE 60#	60.72*			2565 430200	200	101000
27178								
	026794/7	03/27/26 BATTERIES	8.99*			5310 430600	200	101000
27111								
	026902/7	03/31/26 SASH LIFT & HINGE NARROW	12.18			1000 460430	200	101000
27317								
	026916/7	03/31/26 LYSOL & FEBREZE	29.96*			2565 430200	200	101000
26266								
	026917/7	03/31/26 LASER LEVEL	119.99			5210 430500	200	101000
26973								
	026960/7	04/01/26 SS BOLTS	27.72			5210 430500	200	101000
26975								
	026991/7	04/02/26 TUBING	10.92*			5310 430600	200	101000
26722								
	027154/7	04/07/26 WRENCH	14.99*			2565 430200	200	101000
26269								
	027178/7	04/07/26 DRILL BITS	47.98			5210 430500	200	101000
26977								
	027222/7	04/08/26 PUSH BROOM & SHIMS	42.98			5210 430500	200	101000
27182								
	027374/7	04/13/26 MOUSE POISIN & HOSE	89.96*			5310 430600	200	101000
26724								
	027394/7	04/14/26 AIR FILTER	17.50*			5310 430600	200	101000
26728								
	027400/7	04/14/26 HOSE BARB	6.99			5210 430500	200	101000
26978								

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	027441/7	04/15/26 SPRAYER	29.99*			2565 430200	200	101000
26371								
	027741/7	04/23/26 FILTERS	19.99*			5310 430600	200	101000
26731								
45125		1274 MONTANA DEPARTMENT OF	80.00					
	5R2601540	05/01/26 MOORE- WASTEWATER RENEWAL	40.00		NA	5310 430600	300	101000
	5R2601088	05/01/26 JURGENS- WASTEWATER RENEWAL	40.00			5310 430600	300	101000
45126		20 EAST-MONT ENTERPRISES, INC.	329.00					
	3367	04/13/26 CLEANER, PAPER, GLOVES	329.00			1000 460430	200	101000
27319								
45127	E	1038 WEX BANK	11,524.75					
	112416653	04/30/26 STREETS FUEL	802.03			2565 430200	230	101000
	112416653	04/30/26 WATER FUEL	1,180.95			5210 430500	230	101000
	112416653	04/30/26 SEWER FUEL	2,291.23			5310 430600	230	101000
	112416653	04/30/26 SOLID WASTE FUEL	5,060.32			5410 430830	230	101000
	112416653	04/30/26 PARKS FUEL	733.95			1000 460430	230	101000
	112416653	04/30/26 SWEEPING FUEL	1,456.27			5710 430252	230	101000
45128		445 EAGLE COUNTRY FORD	34.63					
	184052	04/03/26 REAR END OIL- 2020 F150	34.63*			5310 430600	200	101000
26361								
45129		244 BADGER METER INC.	257.74					
	80235741	04/29/26 METER HOSTING- APR 26	128.87			5210 430500	300	101000
	80235741	04/29/26 METER HOSTING- APR 26	128.87			5310 430600	300	101000
45130		350 ENERGY LABORATORIES INC	909.00					
	776853	04/07/26 SEWER SAMPLE	112.00			5310 430600	300	101000
	778599	04/15/26 WATER SAMPLE	114.00			5210 430500	300	101000
	778873	04/16/26 SEWER SAMPLE	345.00			5310 430600	300	101000
	779982	04/22/26 WATER SAMPLE	114.00			5210 430500	300	101000
	779954	04/22/26 SEWER SAMPLE	112.00			5310 430600	300	101000
	780769	04/27/26 SEWER SAMPLE	112.00			5310 430600	300	101000
45131		39 NORTHWEST PIPE FITTINGS, INC.	1,245.50					
	6581684	04/14/26 PIPE, COUPLERS, ELBOWS, VALVE	120.39*			2565 430200	200	101000
25375								
	6583722	04/16/26 METERING SINK-VET PARK	214.48			1000 460430	200	101000
27322								
	6586686	04/21/26 VALVE FITTING & PIN FLAGS	521.29			1000 460430	200	101000
27324								
	6589234	04/24/26 PVC FITTING & VALVE BOX	181.52			1000 460430	200	101000
27326								

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		6591494-1 04/28/26 CLAY COUPLING	60.94*			5310 430600	930	101000
26732		6591494 04/28/26 DUCK BUTTER LUBE	13.04*			5310 430600	930	101000
26732		6589345 04/30/26 HUNTER BATTERY CONTROL	133.84			1000 460430	200	101000
27326								
45132		1150 CINTAS	430.86					
		5329513607 04/23/26 RESTOCK CABINET- SHOP	64.49*			5410 430830	200	101000
26384		539513607 04/23/26 RESTOCK CABINET- SHOP	64.49*			2565 430200	200	101000
26384		5329513607 04/23/26 RESTOCK CABINET- SHOP	64.48*			5310 430600	200	101000
26384		5329513607 04/23/26 RESTOCK CABINET- SHOP	64.49			5210 430500	200	101000
26384		5334977503 05/08/26 RESTOCK CABINET- CITY HALL	172.91*			1000 411200	200	101000
45133		27 JOHNSON HARDWARE	210.42					
		15718 04/07/26 PAINT MARKER	5.99			5210 430500	200	101000
26976		15859 04/15/26 90 DEGREE VALVE	38.48			5210 430500	200	101000
26979		15876 04/17/26 SPRAY BOTTLE & GABAGE GRABBER	141.53			1000 460430	200	101000
27323		15965 04/23/26 OIL	21.98*			5310 430600	200	101000
26730		16003 04/27/26 WASHER AERATOR & FASTENERS	2.44			1000 460430	200	101000
27328								
45134		56 BUILDERS FIRSTSOURCE	49.68					
		101201756 04/01/26 DOWEL FOR TRAFFIC SIGNS	49.68*			2565 430200	200	101000
27179								
45135	E	1122 STOCKMAN BANK - BANK FEES	1,517.14					
		04/30/26 APRIL BANK FEES	682.71			5210 430500	300	101000
		04/30/26 APRIL BANK FEES	682.71			5310 430600	300	101000
		04/30/26 APRIL BANK FEES	151.72			5710 430252	300	101000
45136		1229 KALIL LAW FIRM	11,300.00					
		5524 05/10/26 APRIL 2026 PROSECUTION	10,000.00			1000 410360	300	101000
		5523 05/10/26 APRIL 2026 CIVIL ATTORNEY	1,300.00*			2565 430200	300	101000

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45137		1399 BLACKLINE TRANSPORT LLC	2,668.03					
	640935	05/06/26 EMULSION	2,006.04			2820 430200	200	101000
	640935	05/06/26 FUEL SURCHARGE	661.99*			2820 430200	300	101000
45138		37 NIEHENKE WELDING, INC.	180.00					
	31794	04/28/26 CRANE MOUNT-UTILITY BED	180.00			5210 430500	300	101000
27186								
45139		50 SIDNEY RED-E-MIX, INC.	298.00					
	115152	04/06/26 REDY MIX -9TH AVE SW	298.00*			2565 430200	200	101000
45140		1085 VESTIS	599.25					
	2550610749	04/07/26 COAT & RUG RENTAL	199.02			5310 430600	300	101000
	2550616268	04/21/26 COAT & RUG RENTAL	199.02			5310 430600	300	101000
	2550618955	04/28/26 RUG RENTAL	65.74			5310 430600	300	101000
	2550618955	04/28/26 RUG RENTAL	135.47*			5410 430830	300	101000
45141		1172 2S PARTNERS	20.00					
	04/25/26	WORKS WASH	20.00			5310 430600	300	101000
45142		1080 SNYDER INDUSTRIES	20,876.49					
		CORRECTION TO PAYMENT MADE 6/30/25 INV 571628						
	686537	02/09/26 REFUSE CONTAINERS	17,076.00*			5410 430830	200	101000
	686537	02/09/26 SHIPPING	3,800.49*			5410 430830	300	101000
45143		207 HAWKINS INC	10.00					
	7390872	04/15/26 CHLORINE CYLINDER	10.00			5210 430500	200	101000
45144		2 LOWER YELLOWSTONE R.E.A.	5,483.68					
	05/04/26	WATER TANK	121.13		NA	5210 430500	300	101000
	05/04/26	3-PHASE	655.75		NA	5310 430600	300	101000
	05/04/26	SIDNEY LAGOON	3,512.00		NA	5310 430600	300	101000
	05/04/26	LAGOON	1,179.80		NA	5310 430600	300	101000
	05/04/26	TREATMENT PLANT PIVOT	15.00			5310 430600	300	101000
45145		1524 HERITAGE INN	647.04					
	50032511	04/06/26 RM 423 3/30-4/1 QUILLING	323.52			5210 430500	300	101000
	50032509	04/06/26 RM 419 3/30-4/1 MEISSEL	323.52			5310 430600	300	101000

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45146		12 CROSS PETROLEUM	1,131.12					
	142419	04/08/26 DIESEL EXHAUST FLUID	199.00*			5310 430600	200	101000
26365		142419 04/08/26 DIESEL EXHAUST FLUID	199.00			5210 430500	200	101000
26365		142419 04/08/26 DIESEL EXHAUST FLUID	199.00*			5410 430830	200	101000
26365		142419 04/08/26 DIESEL EXHAUST FLUID	199.00*			2565 430200	200	101000
26365		S121928 04/10/26 DRUM PUMP	69.23*			5310 430600	200	101000
26723		142754 04/17/26 HYDRAULIC FLUID	66.47*			5310 430600	200	101000
26378		142754 04/17/26 HYDRAULIC FLUID	66.47			5210 430500	200	101000
26378		142754 04/17/26 HYDRAULIC FLUID	66.48*			5410 430830	200	101000
26378		142754 04/17/26 HYDRAULIC FLUID	66.47*			2565 430200	200	101000
26378								
45147		307 MORRISON MAIERLE, INC.	6,655.50					
	263516	05/11/26 N. MEADOW STORMWATER	6,655.50			5310 430600	952	101000
45148		1511 STOCKMAN BANK	75.00					
	04/13/26	RIDL-MT RECREATION MEMBERSHIP	75.00			1000 460430	300	101000
45149		1308 STOCKMAN BANK	698.65					
	1370656	03/27/26 CHAMBERLIN-OFFICE PRINTER	199.00			1000 410540	200	101000
	1370656	03/27/26 CHAMBERLIN-OFFICE PRINTER	199.00			1000 410550	200	101000
	349649028	04/12/26 CHAMBERLIN-ZOOM	40.00			5710 430252	300	101000
	04/12/26	CHAMBERLIN-CANVA	15.00			5710 430252	300	101000
	04/14/26	CHAMBERLIN-QUICKBOOKS	38.00			5710 430252	300	101000
	7463464	04/21/26 CHAMBERLIN-NAME PLATES	53.80			1000 410540	200	101000
	2687469	04/22/26 CHAMBERLIN-NAME PLATES	38.96			1000 410550	200	101000
	04/27/26	CHAMBERLIN-MMRL TREE (HINTZ)	114.89			1000 410210	200	101000
45150		1511 STOCKMAN BANK	668.35					
	04/07/26	HINTZ-PIZZA HOUSE (SUP MTG)	184.20			1000 410550	200	101000
	207119714	04/22/26 HINTZ-ULINE GRIP TAPE	452.00			1000 460445	200	101000
26755		207119714 04/22/26 HINTZ-ULINE FREIGHT	32.15			1000 460445	300	101000
26755								

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45151		1308 STOCKMAN BANK	4,895.00					
	498278495	04/14/26 LANGE-MSU LOCAL GVT MEMBER	485.00			1000 410550	200	101000
	1662720	04/21/26 MEISSEL-ASPHALT SEALCOATING	4,380.00			2820 430200	200	101000
27183		04/23/26 CHAMBERLIN-OTTER.AI	30.00			5710 430252	300	101000
45152		1308 STOCKMAN BANK	119.55					
	04/06/26	TIESEN-USPS SAMPLE	14.85			5210 430500	300	101000
	04/13/26	TIESEN-USPS SAMPLE	14.85			5210 430500	300	101000
	04/20/26	TIESEN-USPS SAMPLE	14.85			5210 430500	300	101000
	S0301135	04/24/26 TIESEN-LCRI CHECKLIST	75.00			5210 430500	200	101000
45153		1308 STOCKMAN BANK	440.27					
	9298616	04/01/26 HARRIS-AMAZON CARBURETOR	33.94*			2565 430200	200	101000
26355		INV-157230 04/22/26 HARRIS-PHOENIX FRICTION CL	301.41			5210 430500	200	101000
26383		86743 04/29/26 HARRIS-EBAY TEMP SENSOR TAIL	64.50*			5410 430830	200	101000
26394		671844 04/29/26 HARRIS-GATEHOUSE REMOTE	40.42*			2565 430200	200	101000
26393								
45154		1308 STOCKMAN BANK	656.59					
	04/20/26	NORBY-MICROSOFT	94.50			5710 430252	300	101000
	04/20/26	NORBY-MICROSOFT	531.30			5710 430252	300	101000
	04/20/26	NORBY-MICROSOFT	10.80			5710 430252	300	101000
	04/20/26	NORBY-ADOBE	19.99			5710 430252	300	101000
45155		1308 STOCKMAN BANK	209.20					
	03/31/26	JURGENS-USPS SAMPLES	18.80			5310 430600	300	101000
	03/31/26	JURGENS-MILLERS CORNER ICE	8.25*			5310 430600	200	101000
	04/06/26	JURGENS-USPS SAMPLES	24.55			5310 430600	300	101000
	04/06/26	JURGENS-SUPERPUMPER ICE	8.97*			5310 430600	200	101000
	04/14/26	JURGENS-USPS SAMPLES	19.90			5310 430600	300	101000
	04/17/26	JURGENS-CAPE AIR FLIGHT	39.00			5310 430600	300	101000
	04/20/26	JURGENS-USPS SAMPLES	21.25			5310 430600	300	101000
	04/23/26	JURGENS-TRACTOR SUPPLY	46.98*			5310 430600	200	101000
	04/27/26	JURGENS-USPS SAMPLES	21.50			5310 430600	300	101000

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45156		3 MONTANA DAKOTA UTILITIES	15,184.68					
	05/05/26	FIREHALL- 115 2ND ST SE	656.72			1000 411200	340	101000
	05/05/26	1105 3RD ST NW- GENERATOR	82.50			1000 420400	300	101000
	05/05/26	1105 3RD ST NW- FIREHALL	1,391.35			1000 420400	300	101000
	05/05/26	WELL #10	142.24*			5210 430500	340	101000
	05/04/26	2ND AVE & 3RD ST	22.55			2425 430263	300	101000
	05/05/26	SWIMMING POOL	345.80			1000 460445	300	101000
	05/05/26	BASEBALL FIELD	1,037.27			2425 430263	300	101000
	05/04/26	VILLAGE SQUARE LIGHT	18.45			2425 430263	300	101000
	05/04/26	STREET LIGHTS	8,938.68			2425 430263	300	101000
	05/05/26	PARK PAVILLION	53.95			1000 460430	300	101000
	05/05/26	WATER TREATMENT PLANT	2,130.51*			5210 430500	340	101000
	05/05/26	CENTRAL PARK LIGHTS	63.54			2425 430263	300	101000
	05/05/26	NEW TENNIS COURTS	24.52			2425 430263	300	101000
	05/05/26	CC PARK LOT	18.45			2425 430263	300	101000
	05/05/26	202 S CENTRAL AVE	24.52			2425 430263	300	101000
	04/29/26	QUILLINGS PARK	173.86			1000 460430	300	101000
	04/28/26	WATER TOWER	42.71*			5210 430500	340	101000
	05/07/26	175 W MV YL BIKE PATH	8.53			2425 430263	300	101000
	05/06/26	SWIMMING POOL	8.53			1000 460445	300	101000
45157		1102 JACKSON GROUP	128.79					
	135096BL	04/23/26 REAR END TEMP SENSOR	98.79*			5410 430830	200	101000
26387								
	135096BL	04/23/26 FREIGHT	30.00*			5410 430830	300	101000
26387								
45158		396 NORTANA GRAIN CO.	1,889.75					
	IE9962	04/30/26 GRASS SEED	1,889.75*			5310 430600	200	101000
27318								
45159		1204 BENCO EQUIPMENT	248.57					
	403028655	03/30/26 AIR REGULATOR	248.57*			2565 430200	200	101000
26350								
45160		1344 HESER TREE SERVICE, LLC	11,000.00					
	02214-I	04/23/26 TREE SERVICES FOR PARKS	11,000.00*			1000 460450	300	101000
27327								

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45162		1159 TBID	43,898.26					
		SETTLEMENT 04/30/26 MICROTEL SETTLEMENT	1,880.00			2101 460440	700	101000
		W9428 05/01/26 CANDLEWOOD W9428	6,852.94			2101 460440	700	101000
		W9486 05/11/26 MICROTEL W9486	3,058.29			2101 460440	700	101000
		W9499 05/11/26 MICROTEL W9499	1,393.08			2101 460440	700	101000
		SETTLEMENT 05/11/26 MICROTEL SETTLEMENT	2,277.54			2101 460440	700	101000
		SETTLEMENT 05/11/26 WINGATE SETTLEMENT	28,436.41			2101 460440	700	101000
45163		36 NAPA	2,061.22					
		910399 04/01/26 SHOP STOCK-FILTERS, OIL, TOOLS	71.77*			5310 430600	200	101000
26356		910399 04/01/26 SHOP STOCK-FILTERS, OIL, TOOLS	71.76			5210 430500	200	101000
26356		910399 04/01/26 SHOP STOCK-FILTERS, OIL, TOOLS	71.76*			5410 430830	200	101000
26356		910399 04/01/26 SHOP STOCK-FILTERS, OIL, TOOLS	71.76*			2566 430251	200	101000
26356		910399 04/01/26 SHOP STOCK-FILTERS, OIL, TOOLS	71.77*			2565 430200	200	101000
26356		910422 04/02/26 BATTERY-DURA PATCHER	165.41*			2565 430200	200	101000
26359		910430 04/02/26 TRAILER BALL-217 PICKUP	18.82*			5310 430600	200	101000
27112		910932 04/08/26 BATTERY-RED TILT BED TRAILER	43.21*			2565 430200	200	101000
26366		911392 04/13/26 WIPER BLADES-F150 & SANDER	76.18*			2565 430200	200	101000
26370		911701 04/16/26 LUG NUTS & TAP	53.99			5210 430500	200	101000
26373		911428 04/14/26 BRAKE ROTOR & PADS-#217	559.46*			5310 430600	200	101000
26372		911731 04/16/26 WHEEL SEALS & GASKET-#217	115.20*			5310 430600	200	101000
26375		911782 04/17/26 AXLE SOCKET-#217	32.99*			5310 430600	200	101000
26377		911951 04/20/26 CLUTCH CABLE & BATTERY	175.04*			2565 430200	200	101000
26380		912144 04/21/26 RING TERMINAL & WIRE	17.42*			5310 430600	200	101000
26729		912319 04/23/26 BELT-DR STRING MOWER	23.53*			5310 430600	200	101000
26385		912436 04/24/26 BATTERY & WIPER BLADES	193.86*			5310 430600	200	101000
26390		912517 04/24/26 TEMP SENSOR-GARBAGE TRUCK	63.64*			5410 430830	200	101000
26391								

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/26

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	912820	04/27/26 DOOR PINS-97 DODGE	71.00*			2565 430200	200	101000
26388								
	912820	04/29/26 REURN DOOR PIN	-35.50*			2565 430200	200	101000
	912759	04/28/26 GREASE CART & FITTINGS	128.15*			5410 430830	200	101000
26392								
45164		1034 PRO FORCE LAW ENFORCEMENT	16,832.06					
	600682	04/29/26 PATROL RIFLES	22,081.22			1000 420100	100	101000
	584054	09/18/25 TRADE-IN CREDIT	-5,249.16			1000 420100	100	101000
45165	E	1262 VISA	4,598.60					
	05/14/26	SUPPLIES	120.97			1000 420100	200	101000
	05/14/26	PURCHASED SERVICES	299.63			1000 420100	300	101000
	05/14/26	K9-SUPPLIES	201.95			1000 420150	200	101000
	05/14/26	TRAINING-PURCHASED SERVICES	3,464.31			2810 420100	300	101000
	05/14/26	CAPITAL OUTLAY	511.74*			1000 420100	940	101000
45166		1351 FIRST CHOICE DRUG TESTING, LLC	60.00					
	2094	05/01/26 DRUG TEST COLLECTION FEE	60.00			1000 420100	300	101000
45167		1203 TRANS UNION LLC	300.00					
	04617303	04/28/26 ANNUAL MEMBERSHIP	300.00			1000 420100	300	101000
45168		999999 STEVEN DAO	186.90					
	05/14/26	MEAL PER DIEM-TRAINING 5/5-7	88.20			2810 420100	300	101000
	05/14/26	MEAL PER DIEM-TRAINING 6/8-10	98.70			2810 420100	300	101000
45169		77 RICHLAND COUNTY TREASURER	518.00					
	05/07/26	SPD PRISONER BOARD-APRIL 2026	518.00			1000 420200	300	101000
45170		531 GLOBAL SAFETY NETWORK, INC.	177.32					
	21035083	04/30/26 DRUG TESTING LAB FEE	177.32			1000 420100	300	101000
45171		328 MONTANA LEGISLATIVE SERVICES	350.00					
	41024	03/18/26 MONTANA CODE ANNOTATED	350.00			1000 420100	200	101000
45172	E	399 VERIZON WIRELESS	762.62					
	6142871590	05/06/26 SPD CELLULAR SERCICE-APR 2	762.62			1000 420100	340	101000
45173		999999 BRETT NORBY	289.14					
	05/14/26	TRAVEL/TRAINING REIMBURSEMENT	289.14			2810 420100	300	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
45174	E	1499 NEXUS CPA GROUP	742.50					
	703	05/06/26 BLACK MTN AUDITOR ACCESS	742.50			5710 430252	300	101000
45175		999999 KARMEN LANGE	378.00					
	2026	05/07/26 VEHICLE USE-BILLINGS TRAINING	378.00			1000 410550	300	101000
45176		5 CITY CLERK PETTY CASH	329.33					
	676	12/01/25 USPS-EMPLOYEE CERT LETTER	11.60			1000 410540	300	101000
	677	12/04/25 TANA HOVDE-COUNCIL RETIREMENT	140.00			1000 410130	300	101000
	678	12/30/25 USPS-IRS CERT LETTER	21.54			1000 410540	300	101000
	679	01/30/26 USPS-1099 CERT LETTER	10.77			1000 410540	300	101000
	680	02/26/26 VFW-NEW FLAG CITY HALL	90.00			1000 411200	300	101000
	681	03/31/26 USPS- 941 CERT LETTER	10.77			1000 410540	300	101000
	682	04/23/26 USPS- WATER BOND CERT LETTER	44.65			5210 430500	300	101000
		# of Claims	64	Total:	185,252.17			
Total Electronic Claims			24,250.85	Total Non-Electronic Claims	161001.32			

City Council Meeting 4-20-26

RC2026-3 ON HOLD
RC2026-10 ON HOLD
RC2026-12 ON HOLD
RC2026-14 ON HOLD
RC2026-24 ON HOLD
RC2026-26 ON HOLD
RC2026-31 ON HOLD

2026-2 ON HOLD
2026-4 ON HOLD
2026-5 ON HOLD
2026-7 ON HOLD
2026-22 ON HOLD
2026-24 ON HOLD
2026-26 ON HOLD
2026-34 ON HOLD
2026-35 ON HOLD
2026-36 ON HOLD
2026-45 ON HOLD

2026-50	Noble	811 5th St SE	garage	L2, B47, Kenoyer
2026-51	Penrod	304 11th St SE	fence	L7, B4, Nick Hansei Subdivision
2026-52	Lessman	636 8th St SE	fence	L9, B2, Kling Addition
2026-53	ON HOLD			
2026-54	Sidney Health Ce	216 14th Ave SW	remodel	S32T23NR59E