



City of Sidney, MT
City Council Regular Meeting 4-7-25
April 07, 2025 6:30 PM
115 2nd Street SE | Sidney, MT 59270

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

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

1. Call to Order
2. Pledge of Allegiance
3. Aldermen Present
4. Correction or Approval of Minutes
 - a. [City Council Meeting from 03-17-2025](#)
 - b. [Water and Sewer Committee Meeting 03-24-2025](#)
5. Visitors
6. Public Hearing
 - a. [Public Hearing Homestead Subdivision Amended Plat \(tabled at 3-17-25 meeting\) \(Tabled until the 4-21-2025 Meeting\)](#)
7. Mayor Norby
8. Committee Meeting Work
 - a. Water and Sewer Committee: North Park Water Tower Replacement-Authorization to Advertise for Bids for Phase II
 - b. Water and Sewer Committee: Meadow Village Storm Water Project and Amendment 2 Morrison Maierle to contract
9. Alderman Requests and Committee Reports

Budget and Finance – Chairman Christensen – DiFonzo, Koffler. **Police and Fire**– Chairman DiFonzo – Rasmussen, Larson. **Parks and Recreation** – Chairman Christensen – Larson, Rasmussen. **Water**

and Sewer – Chairman Godfrey – Christensen, DiFonzo. Street and Alley – Chairman Rasmussen – DiFonzo, Koffler. Sanitation– Chairman Larson – Koffler, Godfrey. City Buildings & Street Lighting– Chairman Koffler – Godfrey, Christensen

10. Unfinished Business

- [a.](#) Water Tower Replacement Logo-Poll on Facebook Results

11. New Business

- [a.](#) Approval of Downtown Master Planning Services RFP (Interstate Engineering)

12. City Planner

- a. Amended Plat-Homestead Subdivision Phase 2 (tabled at 3-17-25 meeting) (Tabled until the 4-21-2025 Meeting)

13. City Attorney

- [a.](#) First Reading of Ordinance 601-Amending Snow Removal Code (tabled at 3-3-25 meeting)
- [b.](#) First Reading of Ordinance 603-Amending Zoning Code (tabled at 3-17-25 meeting)

14. Chief of Police

- [a.](#) Eastern Montan Drug Task Force Understanding for FY 2025-2026
- [b.](#) Police Department Monthly Report for March 2025

15. Public Works Director

- [a.](#) Public Works Director March 2025 Monthly Report
- [b.](#) Contract for B&B Builders for Facilities and Grounds Maintenance (tabled at 3-17-25 meeting)

16. Fire Marshal/Building Inspector

17. City Clerk/Treasurer

18. Consent Agenda

- [a.](#) Intermediary Claims to be approved (included in total): \$4,102.06 + \$99,989.46 = \$104,091.052

#43713 SWENNY'S BODY WORKS \$ 2,030.00

#43714 CASH \$ 1,000.00

#43715 MDU \$17.62

#43745 USPS \$1,054.44

[b.](#) Building Permits to be approved: 2025-050, 2025-051, 2025-054, 2025-055, 2025-056 and RC2025-15 & RC2025-17 & RC2025-18 & RC2025-19, RC2025-21

19. Adjournment



City of Sidney, MT
City Council Regular Meeting 3-17-2025
March 17, 2025 6:30 PM
115 2nd Street SE | Sidney, MT 59270

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1. Call to Order

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

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

Christensen, Buxbaum, Larson, Koffler, Rasmussen and DiFonzo. Absent: None.

4. Correction or Approval of Minutes

a. February 18th, 2025, Regular City Council Meeting Minutes

Alderwoman Christensen noticed that the City Council Regular Meeting 2-18-2025, should be labeled as 3-3-2025 as a correction date.

Motion was made to approve the minutes.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Larson

5. Visitors

John Hiene (Morrison Maierle), Jordan Mayer (Interstate Engineering), Jake Holley (Sidney Herald), Forest Sanderson (Peaks Planning via zoom)

6. Public Hearing

a. Public Hearing-Homestead Subdivision Amended Plat

City Planner Sanderson had a request from Brent Moore to table the Homestead Subdivision Amended Plat because some issues arose and need to be resolved before any action can be taken, City Planner Sanderson also stated that the developer has paused any further Development at this time until certain issues are taken care of, City Planner Sanderson hopes to have this amended plat ready to go for the 4/7/2025 City Council Meeting.

Motion was made to table the Homestead Subdivision Amended Plat.

Motion made by Alderwoman Rasmussen, Seconded by Alderman Koffler.

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

b. Public Hearing-Zoning Code Update

City Planner Sanderson read aloud his staff report for the zoning code updates to the Council Members. City Planner Sandersons did review the 12 findings of fact. Alderman DiFonzo asked if there were any written or other verbal statements for or against this zoning code update that were brought to City Hall that need to be addressed here this evening, Deputy Clerk Treasurer Shanks stated that no statements have been made.

Mayor Norby called the Public Hearing for the Zoning Code Update to order at 6:39pm.

Mayor Norby called for any opponents, three times, with none coming forward

Mayor Norby called for any proponents, three times, with none coming forward

Mayor Norby closed the public hearing at 6:40pm.

7. Committee Meeting Work

Nothing.

8. Mayor Norby

Nothing.

9. Alderman Requests and Committee Reports

Budget and Finance – Chairman Christensen – DiFonzo, Koffler. Police and Fire – Chairman DiFonzo – Rasmussen, Stevenson. Parks and Recreation – Chairman Christensen – Stevenson, Rasmussen. Water and Sewer – Chairman Godfrey – Christensen, DiFonzo. Street and Alley – Chairman Rasmussen – DiFonzo, Koffler. Sanitation – Chairman Stevenson – Koffler, Godfrey. City Buildings & Street Lighting – Chairman Koffler – Godfrey, Christensen

Nothing.

10. Unfinished Business

a. Water Tower Replacement Logo-Poll on Facebook

Alderwoman Buxbaum had an idea to put a poll on Facebook for about one week of the water tower logo ideas, there will be approximately three to four options to pick from, this will hopefully get the public more involved and place a vote on which one they like best. Alderwoman Buxbaum also stated that if there is a certain photo or logo that you like best to please get it to her as soon as possible so she can get the poll up on Facebook within the next couple of days.

Motion made to approve the poll going on Facebook.

Motion made by Alderman DiFonzo, Seconded by Alderman Koffler.

Voting Yea: Alderwoman Rasmussen, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

11. New Business

Nothing.

12. City Planner

a. Amended Plat- Homestead Subdivision Phase 2

City Planner Sanderson suggested that the city table this until the next City Council meeting on April 7th, 2025.

13. City Attorney

a. First Reading of Snow Ordinance #601 (tabled at previous meeting)

City Attorney Kalil stated that this will be tabled until the City Council Meeting on April 7th, 2025.

b. First Reading of Zoning Code 11.18.28 Update Ordinance #603

City Attorney Kalil stated that this will be tabled until the City Council Meeting on April 7th, 2025.

Motion was made to table until the next City Council Meeting on April 7th, 2025.

Motion made by Alderwoman Christensen, Seconded by Alderman Koffler.

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

c. Second Reading of MDU Franchise 2025 Ordinance #602

City Attorney Kalil read the second reading of the MDU Franchise Ordinance #602.

Motion was made to approve the second reading.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Buxbaum, Alderwoman Christensen, Alderwoman Larson

14. Chief of Police

a. February 2025 Police Department Report

Chief Kraft presented the February 2025 Police Department Report.

15. Public Works Director

a. February 2025 Public Works Monthly Report

PWD Hintz presented the February 2025 Public Works Report.

b. February 2025 Compliance Officer Monthly Report

PWD Hintz presented the February 2025 Compliance Officer Report on behalf of Compliance Officer Schroeder, and that the Nuisance Committee will be meeting again on March 25th, 2025, at 4:30pm

c. Contract for B&B Builders for Facilities and Grounds Maintenance

PWD Hintz stated that the city should table this Contract for B&B until City Attorney Kalil comes up with his own version of the contract to present back to the city.

Motion was made to approve to table this.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

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

d. Richland County Growth Policy Financial Commitment

PWD Hintz said that the county has \$38,000 to split it three ways between the county, city and the Town of Fairview, PWD Hintz said the city would be contributing \$10,000 towards this project. City Planner Sanderson did state as a financial commitment and direct match the city could always pay half now to the county and rest of the half to the county when the project is complete.

Motion made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Christensen.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderwoman Buxbaum, Alderwoman Larson

e. North Park Water Tower Replacement - Phase II Water Tower Replacement Authorization to Advertise

PWD Hintz mentioned that the city will be getting some federal loans and federal grants, and this should really go to the Water and Sewer Committee to further discuss the options with the federal loans and grants. It was discussed between the Water and Sewer Committee members that Monday 3/24/2025 at 5:30pm., would be the best time to further discuss this.

Motion was made to approve to send it to the Water and Sewer Committee.

Motion made by Alderwoman Christensen, Seconded by Alderman Koffler.

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

f. Morrison Maierle- Discussion on Meadow Village Storm Water Project

John Hiene with Morrison Maierle came forward in front of the council to give a brief summary on what is happening with the detention pond in North Meadow Subdivision, PWD Hintz sent photos to John when North Meadows Subdivision had some massive flooding issues, and the storm drain could not keep up. John Hiene did say that the final plans should be back to the city by the end of the month, Alderwoman Christensen did state that her only concern was funding between FEMA and the Brick Grant. PWD Hintz said that we are unsure on what the funding is going to look like since Morrison Maierle mentioned back to Jeff that there is nothing left in the engineering budget, PWD Hintz also stated that this should go to the Water and Sewer Committee to further discuss this as well.

g. Amendment 2 for the Meadows Flood Mitigation Project

John Hiene with Morrison Maierle stated that this initial design started back in 2022, and since then have ran into some issues along the way and some unexpected costs. John stated that there will be a rate increase of \$23,300 for final design end of funding, and \$13,100 for additional modeling. John also said that the city will try and cut costs by having City Public Work Employees do some work in house, while the other half is done by the hired contractor and the additional cost for construction would be \$24,300 leaving a total increase of \$60,693. City Clerk/Treasurer Chamerblin said this would need to the Water and Sewer Committee as well so the committee members can further discuss this.

Motion was made to approve to send this to the Water and Sewer Committee.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Larson

16. Fire Marshal/Building Inspector

a. February 2025 Monthly Report

FM/BI Rasmussen provided the February 2025 Fire Department Report in the council agenda packet, as he was not present at the meeting.

17. City Clerk/Treasurer

a. February 2025 JV Report

Deputy Clerk/Treasurer Shanks presented the February 2025 JV Report, being the normal UB and Payroll JV's, for approval.

Motion was made to approve the JV Report of February 2025.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Koffler, Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Larson

b. February 2025 Treasurer's Monthly Report

Deputy Clerk/Treasurer Shanks presented the February 2025 Treasurer's Report. She stated that the city did receive an Oil and Gas for the 3rd quarter of 2024 of \$253,202.97 compared to last year when the city received \$244,087.92 as a payment for 3rd quarter of 2023.

18. Consent Agenda

Motion was made to approve the claims and building permits.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

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

a. Claims to be approved: \$

Intermediary Claims to be approved (included in total): \$3,999.73 + \$116,474.94 = \$120,474.67

#43655 MID-RIVERS COMM. \$ 497.15

#43656 MDU \$ 27.93

#43657 MORRISON MAIERLE \$609.00

#43658 LOWER YELLOWSTONE \$328.42

#43659 VISA \$2,537.23

b. Building Permits to be approved: 2025-047 to 2025-049

19. Adjournment

Jordan Mayer with Interstate Engineering that there will be a pre-construction meeting on the water tower phase 1 here soon, no date has been set yet, and they plan to start work hopefully in April 2025. Jordan also said that Montana Rural Water was last week and he attended along with Brian Tiesen and Laura Gundlauch, and they gave a presentation on the rate study that Sidney did along with the 4th Ave project too. Jordan mentioned that the presentation went very well, and they received very good feedback from the audience and overall, this conference went very smooth.

Adjourned at 7:02pm.



City of Sidney, MT
Water and Sewer Committee Meeting
March 24, 2025 5:30 PM
115 2nd Street SE | Sidney, MT 59270

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

1. New Business

Visitors: John Heini, Morrison Maierle (via Zoom)

a. North Park Water Tower Replacement-Authorization to Advertise for Bids for Phase II

Clerk Treasurer Chamberlin investigated federal grant funding, approval, and pay status. The previous concern was if there was a long lag time in grant repayment that the city cash reserves would be depleted or not enough to pay the contractors on the contractors net 30 schedule. At this time federal grants are fully funded and on track to pay on schedule for this project. The North Park Water Tower Replacement is funded from three sources, SRF loan, ARPA loan, and the city cash contribution.

Recommendation to approve North Park Water Tower Replacement- Authorization to Advertise for bids for Phase II.

Motion made by Christensen, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

b. Meadow Village Storm Water Project and Amendment 2 Morrison Maierle to contract

John Heini, Morrison Maierle, presented amendment 2 for a total additional phase cost increase of \$60,693. The cost increase is due to rate increases, additional modeling effort, and additional labor cost.

The Meadows Flood Mitigation Project was originally contracted to be completed in 2022 and 2023. The fee estimate was developed using Morrison Maierle's 2022 standard rate schedule. The rate schedule increased by an average of 14.5% from 2022 to 2024 and 18.4% from 2022 to 2025. This is a rate increase of \$23,293.

Additional modeling complexities beyond what was originally anticipated is an additional fee of \$13,100. The city has elected to self-perform the detention pond improvements for the project in

partnership with Richland County. Additional effort is required to separate the plan set and separate the bid items from the bid form. Mr. Heini stated that much of the storm drain for the project will be constructed directly adjacent to the Lower Yellowstone Irrigation Canal. The original scope for the project included coordination with the Lower Yellowstone Irrigation Project but the property is actually owned by the United States Bureau of Reclamation (USBR). The USBR requires a permit for constructing the project on Federal property.

Construction staking and record survey was not included on the original scope, which are required for the project to be constructed and recorded. This is an additional cost of \$24,300.

The new contract ceiling is \$254,295.00.

Alderwoman Buxbaum asked if any of the price increase is negotiable. Mr. Heini responded the estimate is time and material and nothing will be billed that is not used.

Clerk/Treasurer Chamberlin stated this project is primarily funded by the FEMA BRIC grant, with the City's match being funded by a state grant. She stated the BRIC grant is on the list of grants that will have lags on reimbursements, up to 12-24 months. She stated that this is a storm water project and therefore the sewer department would have to fund the project upfront and wait for reimbursement, but it only has \$3,000,000 of the \$5,000,000 available. She stated FEMA is also running slow on reviewing the plans for the project, which could take up to 8 months and the plans for this project have not been sent to start the review process. She stated City Staff is recommending approval of the amendment, having the plans for the project at 100% and getting FEMA's review done. She stated once that is completed, they will then evaluate if the project can go to bids with the grant reimbursement situation.

Motion was made to approve Meadow Village Storm Water Project and Amendment 2 Morrison Maierle to contract.

Motion made by Christensen, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

c. Anderson Drainage Improvements Proposal

PWD Hintz stated a small project was completed in 2024 to improve storm water drainage on 22nd Avenue NW near Richland Opportunity's property. Around the same time Franz Construction completed landscaping on 28th Avenue NW property that disrupted storm water drainage in the area causing flooding at Tri-County Implement. John Heini, Morrison Maierle, submitted a plans proposal of \$19,900 for engineering additional drain piping, outfall detention pond, and manhole near the intersection of 25th Avenue NW and 5th Street NW at Anderson Park. PWD Hintz stated that this project completion will be a joint effort with MDT purchasing the pipe, Franz Construction laying the pipe, and the city paying for the engineering fees and supplying the manhole.

Alderman DiFonzo asked if this project will solve the drainage for the area without causing new drainage issues. Mr. Heini responded that he conducted a hydraulics investigation to analyze the impact to the area. No structure impacts and no overtopping is anticipated.

Motion was made to approve the Anderson Drainage Improvements Proposal.

Motion made by DiFonzo, Seconded by Buxbaum.

Voting Yea: Buxbaum, DiFonzo

Voting Abstaining: Christensen

Meeting adjourned at 5:55pm



**STAFF REPORT #MNR-25-01-Revised
Homestead Subdivision Phase 2 - Minor Subdivision
March 26, 2025**

Owner

MPEG Land Development LLC
Donald Sterhan
2201 Overland Avenue
Billings MT 59102

Agent

Interstate Engineering
Brent Moore, AICP
606 S Grant Ave
Red Lodge, MT 59068

Existing Zoning: B-1 Community Business District.

Legal Description: Amended Plat of Lot 2, Block 2 of Phase 1 The Homestead Subdivision and portions of the SE¼, located in the SE¼ Section 29, Township 23 North, Range 59 East P.M.M., City of Sidney, Richland County, Montana. To be known as Phase 2 of The Homestead Subdivision.

REGULATORY REQUIREMENTS

**Sidney Subdivision Regulations
Chapter 5A**

1. Information to be Considered

The governing body's decision to approve, conditionally approve, or deny a proposed preliminary plat application shall be based on review of the application, preliminary plat, applicable environmental assessment, public hearing and comment, planning board recommendation, staff report, and other information submitted or prepared in the review of the application. As per [76-3- 608\(10\), MCA](#), findings of fact by the governing body concerning whether the development of the proposed subdivision meets the requirements of these regulations and the MSPA must be based on the record as a whole.

The necessary and required information for the City Council to approve, conditionally approve, or deny the preliminary plat application has been submitted for public review.

- ✓ The application was submitted for public review on February 19, 2025.
- ✓ Element Review identified deficiency which was corrected on February 26, 2025
- ✓ Sufficiency Review was completed on February 27, 2025.
- ✓ The review timeline for Minor Subdivisions is 35 working days. The review timeline for this project expires on April 17, 2025.
- ✓ The project has been scheduled for consideration and public comments at the March 17, 2025 City Council meeting.
- ✓ The developer requested time to consider the proposed mitigations related to water and sewer main extensions. The project was Tabled to the April 7, 2025 meeting and could be Tabled further if the developer does not respond to the Staff recommended modifications to the conditions.

As an Expedited Subsequent Minor Subdivision of a Tract of Record, the city may require parkland dedication if the intended use is residential, the preparation of a Summary of Probable Impacts, and hold a formal public hearing, with comment limited to compliance with Zoning, and the availability of public utilities. The application includes a summary of probable impacts addressing the review criteria found in §76-3-608 MCA.

Proposed Mitigations:

- None

2. Review Criteria

The basis for the governing body's decision to approve, conditionally approve, or deny the proposed subdivision shall be whether the subdivision meets the requirements of the MSPA and these regulations. The findings of fact shall include an evaluation of the following criteria.

a) **Compliance with These Regulations**

The review is based on the subdivision regulations in place at the time the application is determined to contain sufficient information for review. Subdivisions that do not comply with the following standards shall be denied, unless the requirement is made a condition of approval, or a variance is granted.

- i. Design Standards – Compliance with provisions of the design standards in Chapter VII is required.
- ii. Special Provisions for Condominiums, Townhouses, Townhomes, and RV and Mobile Home Parks - Condominiums, townhouses, townhomes, and RV and mobile home parks shall meet the additional design standards and requirements in Chapter III and as referenced in other chapters for these types of subdivisions.
- iii. Compliance with Zoning – All subdivisions must demonstrate they are designed to comply with applicable zoning.
- iv. Compliance with Other Regulations – All subdivisions shall demonstrate compliance with other applicable regulations including ARMs for sanitation and water supply, floodplain regulations, etc.
- v. Conformance with Adopted Plans – Subdivisions must substantially comply with adopted plans such as a growth policy, transportation plan, or community wildfire protection plan. Because plans are not regulatory, no variance for non-conformance is required, nor can denial or a condition of approval be based solely on plan conformance.

b) **Compliance with the Subdivision Review Procedure ([76-3-608\(3\)\(b\)\(iii\), MCA](#))**

All preliminary plat applications shall be reviewed in compliance with the procedures established in these regulations and the MSPA. The record shall demonstrate the review processes and timeframes in Chapter IV were followed. All conditional approvals shall include a timeframe for final plat filing.

c) **Compliance with Survey Requirements ([76-3-608\(3\)\(b\)\(i\), MCA](#))**

The preliminary plat shall comply with the survey requirements in Part 4 of the MSPA.

d) **Provision of Legal and Physical Access ([76-3-608\(3\)\(d\), MCA](#))**

All preliminary plat applications shall demonstrate how legal and physical access is to be provided to each parcel within the proposed subdivision and the required notation of that access on the applicable plat and any instrument of transfer concerning the parcel.

e) **Provision of Utility Easements ([76-3-608\(c\), MCA](#))**

The preliminary plat application shall provide easements within and to the proposed subdivision for the location and installation of any planned utilities.

- f) Impacts to Agriculture, Agriculture Water User Facilities, Local Services, the Natural Environment, Wildlife, Wildlife Habitat, and Public Health and Safety ([76-3-608\(3\)\(a\), MCA](#)) The governing body shall identify any impacts it determines to be potentially significant and adverse to agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety. The criteria for determining significant adverse impacts are the criteria adopted in the City of Sidney Growth Policy as required by [76-1-601\(3\)\(h\), MCA](#).
- ✓ The proposed subdivision is consistent with the Sidney Zoning Regulations.
- ✓ The proposed subdivision is consistent with the B-2 Zoning assigned to the property.
- ✓ The proposed uses of each lot in the subdivision is consistent with the B-2 Zoning assigned to the property.
 - Proposed Mitigation: If the uses of the property are residential, a parkland dedication or cash-in-lieu payment equal to 0.03 acres per dwelling unit. Commercial uses are exempt from the dedication of parkland.
- ✓ No additional public infrastructure is proposed to develop the proposed subdivision.
- ✓ The proposed subdivision does not require any variance to the adopted subdivision regulations.
- ✓ The proposed subdivision is consistent with the Sidney Growth Policy.
- ✓ The proposed subdivision is served by City water and sewer. With main extensions being advised to the northern most portion of the property. The developer has objected to the requirement to extend the water mains on 14th Ave. This will limit the location of structures on Lot 2A to comply with the requirements that buildings be located within the prescribed distance to an existing fire hydrant.
 - Proposed Mitigation: The provision of water and sewer for the lots in the subdivision including required main extensions shall be reviewed and approved by the Montana Department of Environmental Quality.
- ✓ The Sidney Public Works Department has submitted a 'Will Serve Letter' for the provision of water, sewer, and solid waste services. If each lot in the subdivision is connected to City Services an MFE could be approved.
- ✓ Lot 2A has access to the water main in 4th Street NW. However a water main does not exist on 14th Ave and potential development on Lot 2A may be limited due to separation distance limitations from fire hydrants. requirements
 - Proposed Mitigation: The developer shall comply with all City of Sidney Department of Public Works requirements with provision of water, sewer, or solid waste services to the lots in the subdivision.
- ✓ The subdivision is subject to review as the Expedited Subsequent Minor Subdivision of a tract of record within the City of Sidney. All of the rights and exceptions associated with a Expedited Subdivision have been applied to the project.
- ✓ The preliminary plat appears to comply with the survey requirements of State Law and the Sidney Subdivision Regulations.
- ✓ Each lot has both legal and physical access to the public road infrastructure.
- ✓ All taxes due and levied must be paid in full prior to filing the Final Plat.
- ✓ Any liens and encumbrances against the property must be paid or a consent to platting certificate will need to accompany the Final Plat application.
 - Proposed Mitigation: An updated Title Commitment, not less than 30-days old, at the time of Final Plat application shall be submitted along with the Final Plat. Consent to Plats for each lien holder or owner, who is not a signatory on the Plat, must be submitted with the Final Plat.
- ✓ The preliminary plat shows the necessary public and private utility easements.
- ✓ The subdivision application includes a summary of probable impacts to the subdivision review criteria found in 76-3-608. The summary report does not include any adverse or unacceptable impacts, and is by reference incorporated into this report.

- ✓ The subdivision is exempt from the preparation of an Environmental Assessment as an Expedited Subdivision.

➤ Proposed Mitigations:

- The sewer main on 4th Street & 14th Avenue shall be required to be extended north to the furthest extents of the Homestead Subdivision alongside 14th Ave. NW.
- Water/fire service will be extended to lot 2A and may restrict future building permits within this area depending on the type of building(s) installed. See City Code 3-1-20 paragraph C.
Parkland dedication will need to be addressed at the time of building permit applications if Lot 2A is developed with residential structures. 76-3-621 spells out the parkland requirements.

3. Limitations

- a) Prohibition on Requiring Capital Facilities for Education ([76-3-510, MCA](#))

Although the governing body may require the subdivider to pay or guarantee payments for part or all of the costs of extending capital facilities related to public health and safety, the costs of constructing or extending capital facilities related to education may not be imposed on the subdivider.

- b) Restrictions on Conditional Approval or Denial for Water and Sanitation ([76-3-608\(6\), MCA](#))

The governing body may conditionally approve or deny a proposed subdivision as a result of the water and sanitation information provided in the preliminary plat application or on public comment related to the provided sanitation information only if the conditional approval or denial is based on existing subdivision, zoning, or other regulations that the governing body has the authority to enforce.

- c) Limitation on Waivers of the Right to Protest Improvement Districts ([76-3-608\(7\), MCA](#))

The governing body may not require as a condition of subdivision approval that a property owner waive a right to protest the creation of a special improvement district or a rural improvement district for capital improvement projects that does not identify the specific capital improvements for which protest is being waived. A waiver of a right to protest may not be valid for a time period longer than 20 years after the date the final subdivision plat is filed with the county clerk and recorder.

- d) Restriction on Encroachment onto Adjoining Private Property ([76-3-608\(8\), MCA](#))

The governing body may not approve a proposed subdivision if any of the features and improvements of the subdivision encroach onto adjoining private property in a manner that is not otherwise provided for under the Montana Sanitation in Subdivisions Act or these regulations or if the well isolation zone of any proposed well to be drilled for the proposed subdivision encroaches onto adjoining private property unless the owner of the private property authorizes the encroachment. For the purposes of this section, "well isolation zone" has the meaning provided in 76-4-102, MCA.

- e) No Denial Solely for Education or Wildland Urban Interface ([76-3-608\(1\), MCA](#))

The governing body may not deny a proposed subdivision solely for impacts to educational services or designation or based solely on parcels within the subdivision having been designated as urban-wildland interface parcels under 76-13-145, MCA.

- f) No Delay or Denial Based on Failure of Public Utility or Agency to Comment (76-3-504(1)(i), MCA)

The governing body may not delay a decision on the preliminary plat application past the review

period time limits provided in these regulations and may not deny a preliminary plat application due to failure of any public utility or agency to provide comments on the application.

None of the proposed mitigations or proposed conditions of approval violate the limitations on the review and approval, conditional or otherwise imposed by State Law or the Sidney Subdivision Regulations.

CONCLUSION:

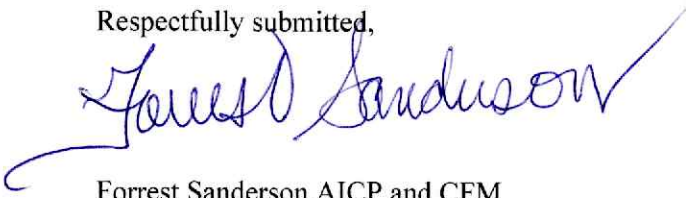
As discussed in this Report and the Findings of Fact, the Division is consistent with the City of Sidney Subdivision and Zoning Regulations. The necessary public infrastructure exists and is available to the resulting lot. As such, the project, subject to the imposition of conditions is approvable by the Sidney City Council.

RECOMMENDATION:

The Subdivision Administrator recommends that the City Council Adopt this report (#MNR-25-01) as their Findings of Fact and Conclusions of Law. Further, the Subdivision Administrator recommends that the Amended Plat of Lot 2, Block 2 of Phase 1 The Homestead Subdivision and portions of the SE¼, located in the SE¼ Section 29, Township 23 North, Range 59 East P.M.M., City of Sidney, Richland County, Montana. To be known as Phase 2 of The Homestead Subdivision, be APPROVED subject to the following conditions:

1. That the Final Plat substantially comply with the documents, commitments, design and layout of the preliminary plat.
2. That a Subdivision Guarantee for the properties involved in the aggregation submitted for examination by the Subdivision Administrator. Said Subdivision Guarantee shall be less than 30 days old at the time of submittal.
3. That any lien holders' and owners sign the Final Amended Plat or provide a Consent to Plat to the filing of the Amended Plat.
4. That all taxes or assessments that are due and levied on the lots to be aggregated be paid prior to filing the Amended Plat.
5. If the uses of the property are residential, a parkland dedication or cash-in-lieu payment equal to 0.03 acres per dwelling unit. Commercial uses are exempt from the dedication of parkland.
6. The provision of water and sewer for the lots in the subdivision, including any required main extensions shall be reviewed and approved by the Montana Department of Environmental Quality.
7. Water/fire services being extended to serve all of lot 2A may result in restrictions on future building permits within this area depending on the type of building(s) installed. See City Code 3-1-20 paragraph C. This requirement/limitation shall be stated on the face of the Final Plat or in a supporting document recorded with the Final Plat.
8. Parkland dedication will need to be addressed at the time of building permit applications if Lot 2A is developed with residential structures. 76-3-621 spells out the parkland requirements. This requirement/limitation shall be stated on the face of the Final Plat or in a supporting document recorded with the Final Plat.
9. The developer shall comply with all City of Sidney Department of Public Works requirements with provision of water, sewer, or solid waste services to the lots in the subdivision.
 - a. The sewer main on 4th Street & 14th Avenue shall be required to be extended north to the furthest extents of the Homestead Subdivision alongside 14th Ave. NW.
10. That the Final Amended Plat is approved for filing within three (3) calendar years from the date of this approval.

Respectfully submitted,

A handwritten signature in blue ink, reading "Forrest Sanderson". The signature is fluid and cursive, with a long horizontal stroke extending to the left.

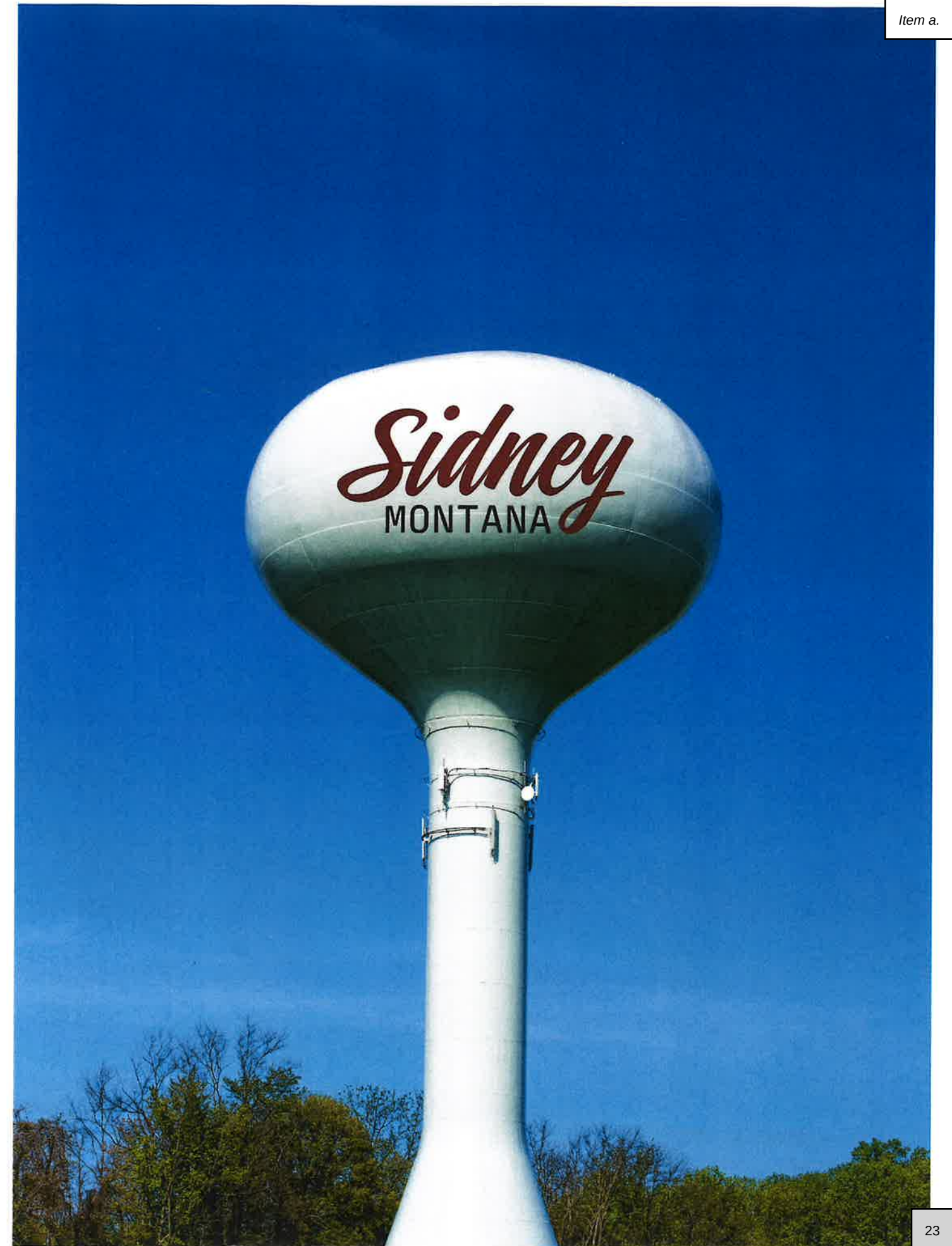
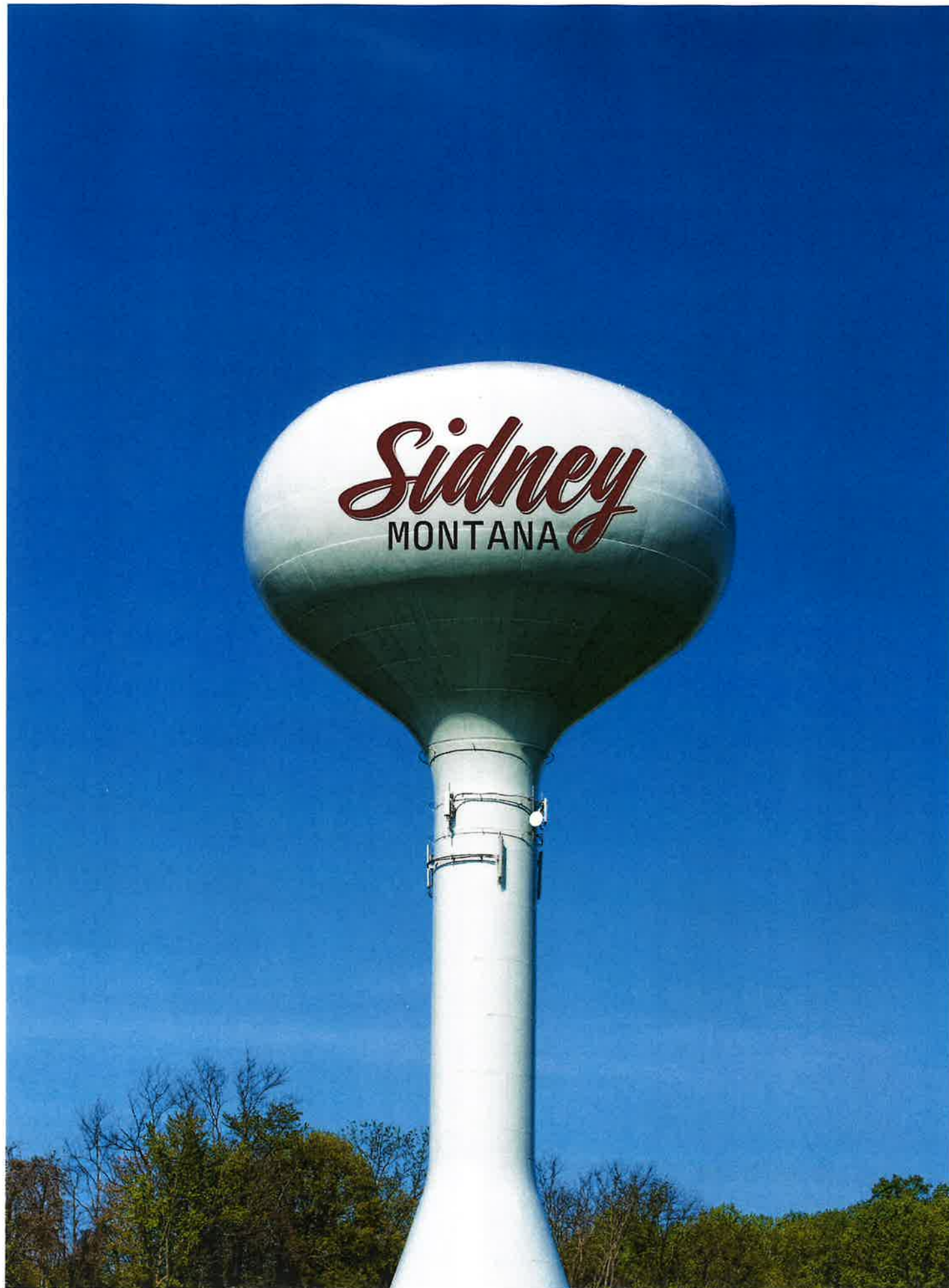
Forrest Sanderson AICP and CFM
Contracted Planner
City of Sidney

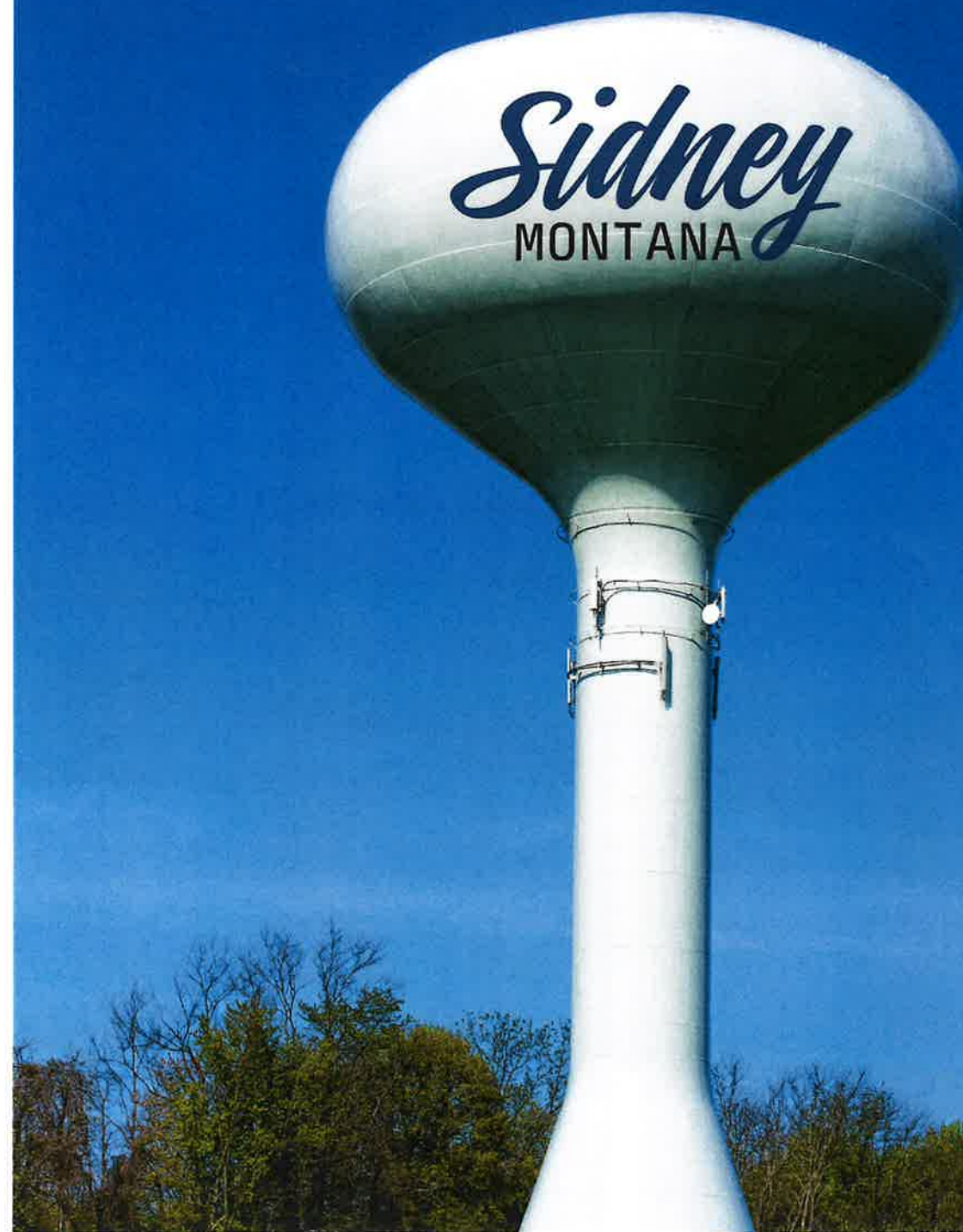
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City of Sidney, Montana's Post



City of Sidney, Montana

March 18 at 4:07 PM · 🌐

Words on Water Towers

What do you think the paint design for the new water tower should be?

City Council meets the 1st and 3rd Monday of each month at 6:30pm.

The poll will be available until 4pm on March 28th!

Sidney! Help us out! Vote for your favorite water tower design inspo below. Color to be determined!

☐ Option 1

33%

☐ Option 2

51%

☐ Option 3

2%

☐ Option 4

14%



10

30 comments 9 shares



Like



Comment

Most relevant



Kaleb Dasinger



Downtown Master Planning Services

Sidney, MT



Jessica Chamberlin
City of Sidney
115 2nd Street SE
Sidney, MT 59270

April 1, 2025

Re: Sidney Downtown Master Planning Services

Dear Ms. Chamberlin:

On behalf of Interstate Engineering and our partner Downtown Redevelopment Services, we are pleased to submit our proposal for Downtown Master Planning Services for the City of Sidney. As a team with deep roots in Sidney and national expertise in revitalizing rural downtowns, we are excited by the opportunity to support the city's next phase of downtown revitalization.

Sidney's downtown is more than a corridor of commerce. It is the heart of the community, a reflection of local pride, and a hub for future opportunity. Our proposal builds upon the momentum captured in the city's recent planning efforts and supports a community-driven vision for growth, connection, and investment. We have designed a work plan that reflects both regional understanding and best practices in placemaking, public participation, and economic development. Our approach centers on inclusive community engagement, ensuring that diverse perspectives shape the outcomes of the plan.

This proposal is submitted by **Interstate Engineering, Inc.**, which will serve as the lead firm and hold full contractual responsibility with the city. Our corporate office is located in Jamestown, North Dakota, and our principal office for this project is in Sidney, Montana. The primary point of contact for this proposal is based in our Williston, North Dakota office:

Rachel Laqua, AICP | Project Manager | Rachel.Laqua@interstateeng.com | (630) 235-5680 | Sidney Office

We are also pleased to include **Downtown Redevelopment Services** (DRS) as a subcontractor. DRS is not a DBE. They will provide national downtown planning expertise and creative engagement strategies that complement our local leadership. Contact for DRS is:

Ben Levenger, AICP, PLA, MSARP | Principal Planner | Ben@dtredevelopment.com | (919) 306-6366 | Office:
750 Kearns Boulevard, PO Box 325, Park City, Utah 84060

We acknowledge receipt of all RFP addenda and affirm that this proposal shall remain valid for not less than ninety days from the date of submittal.

This proposal and all included information are true and correct. The undersigned is authorized to bind the Proposer to the terms of this proposal.

Sincerely,



Brent Moore, AICP | Western Regional Vice President | Interstate Engineering
Brent.Moore@interstateeng.com | (406) 690-7510

2. Technical Proposal

— Sidney Downtown Master Planning

A. PROJECT UNDERSTANDING

The City of Sidney is seeking a comprehensive downtown plan that outlines future improvements to the downtown area while bolstering existing businesses, enticing new business creation, and enhancing the quality of life for residents and visitors alike. This effort calls for a plan that unifies the appearance of downtown (streetscapes) while programming redevelopment of the existing building on Main Street. It must also improve walkability from surrounding parking areas and neighborhoods, identify key locations for gathering, and transform underused areas into functional greenspaces. The backbone of this plan is active public participation throughout the process and the plan. The downtown area is the core of Sidney, and through multiple community input opportunities, including draft plan comments, the residents' vision will help shape the plan and the next iteration of Downtown Sidney.

Our team thrives at the intersection of placemaking, design, and economic vitality. We recognize that successful downtown planning requires a holistic approach, reviewing everything from physical connections to and through downtown to economic development efforts that foster strong business and community partnerships. Physical redevelopment is only part of the story.

When creating our strategy, we consider the whole picture, including streetscape design, aesthetic enhancements, pedestrian and multimodal connectivity, parking, signage, wayfinding, and the types of collaborations that foster strong business and community partnerships. This comprehensive view is shaped by our national downtown revitalization expertise and refined through our local perspective.

A plan is only as valuable as its ability to be implemented. Our process will result in a realistic and actionable roadmap that includes clearly defined next steps and potential funding sources. The proposed approach will highlight key kickoff projects aimed at building momentum for the successful implementation of future steps, which may be more permanent or require additional community effort, input, and support. These strategic initial projects will garner general community support and demonstrate downtown public investment, inspiring additional private investment. Throughout, we will remain focused on cost-effective, community-backed improvements that position downtown Sidney for sustainable success.

Path to a Vibrant Downtown Sidney

Engaging The Community



Listen and Learn

Public participation involving gathering input, ideas, and feedback through surveys and collaborative discussions.



Evaluate the Existing Downtown

Analyze walkability, aesthetics, parking, connectivity, underused areas, and community assets.



Define the Vision

Unify goals and identify key opportunities to enhance identity, support business, and improve public spaces.



Develop the Roadmap

Build a phased implementation strategy with identified funding sources, catalyst projects, and design concepts.



Inspire and Invest

Initiate early wins and showcase public investment to foster community pride and private-sector support.

Our project team combines national experience with deep local knowledge, bringing best practices from national stage, and tailoring them to the local assets Sidney has available immediately. From Sidney residents who walk these streets daily, to downtown specialists Ben and Nathan from Downtown Redevelopment Services, to seasoned planners Brent and Rachel with decades of experience in both downtown and regional planning, we bring the right mix of insight, creativity, and commitment. We understand the unique challenges and opportunities in Sidney's downtown and are ready to deliver a plan that is both visionary and grounded in practical next steps.

B. PROJECT TEAM

The combined project team of Interstate Engineering and Downtown Redevelopment Services offers the right mix of regional knowledge and national experience to help the City of Sidney shape the future of its downtown. Interstate Engineering brings decades of involvement in Sidney and the surrounding region, with a background that blends infrastructure expertise and hands-on planning experience. From comprehensive plans to ordinance development and community engagement, we understand how to move ideas into action. Downtown Redevelopment Services complements this with a national portfolio of downtown planning work, offering fresh perspective and tested strategies from communities across the country. Together, our team brings practical insight, thoughtful design, and a strong track record of implementation to deliver a plan that is grounded, forward-thinking, and ready to be put into motion.

Interstate Engineering



Company Snapshot

124

Planning & Funding
Projects Completed
Since 2020

62

Montana-Specific
Projects

180

Team Members

12

Planning-Engaged
Team Members

Interstate Engineering has been part of Sidney and communities across the Great Plains since 1976. With nearly five decades of experience, we offer planning, engineering, and surveying services grounded in practical knowledge, strong relationships, and a deep understanding of rural communities. Our team includes 180 professionals across multiple states, with a dedicated group of planners, landscape architects, funding specialists, and GIS experts who help move projects from big-picture ideas to on-the-ground results.

Since 2020, we have completed more than 120 planning and funding projects, 62 of those in Montana alone. Whether it is a growth policy, a main street reconstruction, an adaptive reuse plan, or a revitalized downtown, we have helped communities turn vision into reality. Our work spans parks and recreation planning, ordinance development, and community engagement, all tailored to the unique needs of the places we serve.

What sets us apart is our connection to the communities we work in. We know the streets, the stories, and the stakeholders, and we bring that knowledge to every conversation. For Sidney, that means a partner who understands the landscape and is ready to help shape what comes next, thoughtfully, collaboratively, and with the community at the center.

Interstate Engineering Team



Rachel Laqua, AICP

Project Manager | Project Planner

Rachel.Laqua@interstateeng.com

"My favorite thing about downtowns is the ability of shared space to inspire creativity and collaboration. Downtowns serve as community living rooms and inspiration all in one."

Rachel is a certified professional planner with over 12 years of high-level planning and project management experience. She previously served as Principal Planner for the City of Williston, North Dakota, before joining Interstate Engineering. Her leadership on the Williston Downtown Plan and Main Street Reconstruction, combined with 10 years as an active member of the Williston Downtowners Association, brings real-world and regionally relevant insight to the Sidney Downtown Planning effort.

Rachel ensures the right team and resources are aligned with each client's goals, with a clear focus on successful project outcomes. She has led the full development process for jurisdictions of varying sizes and has managed large-scale comprehensive planning initiatives, including ordinance creation and implementation. Her work is rooted in extensive public input and community collaboration.

Relevant and Related Experience:

- Williston Downtown Plan
- Williston City Reconstruction
- Hardin Wayfinding
- Beulah Downtown Phase II Scope Development



Brent Moore, AICP

Principal Planner | West Region VP

Brent.Moore@interstateeng.com

"Downtowns provide unexpected and welcome opportunities to run into neighbors and catch up."

As Regional Vice President and Principal in Charge of Planning at Interstate Engineering, Brent is dedicated to ensuring project success by assembling the right teams and resources for clients. He has over 20 years of experience in planning and project management. He plays a critical role in verifying that projects are adequately staffed to meet budget and schedule requirements, while also setting project direction and coordinating with state funding agencies. In addition to his leadership role, Brent has served as planner for the Ray Downtown Plan, the Hardin Wayfinding Plan, and for the City of Red Lodge. Through these efforts, he brings valuable insight and strategic direction to the City of Sidney. Brent was also actively involved in the Sidney Rate Study, where he led public engagement efforts that contributed to the success of a multiphase water project for the community.

Relevant and Related Experience:

- Ray Downtown Plan
- Hardin Wayfinding Plan
- Sidney Rate Study Public Engagement
- City of Red Lodge Planner



Ryan Kopp

Community Liaison

Ryan.Kopp@interstateeng.com

"Downtowns have unique charms and provide a snapshot into a community's overall economic strength."

Ryan is a lifelong Richland County resident who brings technical insight and a deep commitment to his community. With over a decade of experience in construction and infrastructure project management, he offers regionally relevant expertise that informs practical solutions. Since joining Interstate Engineering in 2011, he has contributed to various public projects across Eastern Montana. As an active member of the Sidney

Chamber of Commerce and a passionate advocate for downtown, Ryan serves as a key community member for the planning team. His local perspective and industry knowledge help bridge the gap between long-range planning and real-world application, ensuring the plan reflects community values and technical feasibility. Ryan's role exemplifies the project team's blend of community connection and professional expertise. His firsthand knowledge of Sidney's needs and collaborative planning approach supports creating a realistic, implementable strategy for a vibrant downtown future.

Relevant and Related Experience:

- Fort Peck Wellness Center
- Blue Rock Products Expansion
- Richland County Fairground Projects
- Sidney Chamber of Commerce Board Member

Additional Key Team Members



LaNette Diaz, CGW
Funding Specialist
LaNette.Diaz@interstateeng.com



Jordan Mayer, PE
QA/QC Engineer & Public Information
Jordan.Mayer@interstateeng.com



Katie Aitchison
Community Engagement Specialist
Katie.Aitchison@interstateeng.com



Dave Wiosna, AICP
Project Planner/GIS Mapping
Dave.Wiosna@interstateeng.com



Gordon Lemmel, PLA
Landscape Architect
Gordon.Lemmel@interstateeng.com



Michael Hardy
Senior Graphic Designer
Michael.Hardy@interstateeng.com

Downtown Redevelopment Services



Company Snapshot

16

Years In Business

93%

of Projects
Implemented

193

Downtown Plans
Completed

7

Team Members

Downtown Redevelopment Services (DRS) is a planning firm focused on downtown revitalization and economic development in small to mid-sized communities. Since 2009, DRS has worked with towns across the country to support local priorities and address challenges through clear, focused planning. With 16 years in business, a 93% implementation rate, and over 200 completed downtown plans, the firm brings experience in helping communities take the next step with confidence.

DRS provides services in downtown master plans, economic development strategies, building assessments, and small-area planning. Each plan is developed through direct collaboration with community members and shaped to reflect local goals and capacity. DRS does not apply standard templates but instead focuses on practical strategies rooted in the realities of each place. For Sidney, DRS offers experienced guidance and a commitment to plans that lead to progress.



Ben Levenger, AICP, PLA, MSARP

Principal Planner

Ben@dtredevelopment.com

"Downtowns are the living, breathing, heart of a community and designing them allows our team to become part of each community; programming unique assets for each."

Ben is a certified economic developer, professional landscape architect, and AICP planner with nearly 20 years of experience leading community planning efforts across 29 states. He has completed more than 300 projects throughout his career, including downtown master plans, small area plans, and economic development strategies.

As Principal of DRS, Ben brings a practical, community-focused perspective to every project, backed by a deep understanding of site selection, revitalization, and public engagement. Known for developing highly implementable plans rooted in data and collaboration, he ensures each project reflects local goals and character. His technical expertise includes tools such as GIS, SketchUp, AutoCAD, and Envision Tomorrow Plus, supporting a planning process that is both grounded and visually driven.

Relevant and Related Experience:

- North Logan, UT City Center
- Nampa, ID Master Plan
- Moab, UT Downtown Implementation Plan
- Heber City, UT Downtown Master Plan
- Hurricane, UT Downtown Master Plan



Nathan Davis, AICP

Project Planner | Community Engagement

Nathan@dtredevelopment.com

"Downtowns provide unexpected and welcome opportunities to run into neighbors and catch up."

Nathan Davis, AICP, is a municipal planner with experience in 13 states, focusing on comprehensive plans, downtown strategies, Main Street programs, and small-area planning. With four years in the private sector and a track record of 94% plan implementation, he brings a practical approach to community planning grounded in public input, zoning analysis, and stakeholder engagement. At Downtown Redevelopment Services, Nathan leads GIS and mapping efforts using ArcGIS Pro, Survey123, and StoryMaps to create clear, data-driven visuals that support decision-making. His recent projects include work in Idaho, Utah, Pennsylvania, and Florida. He holds a Master of City and Regional Planning from Georgia Tech and a Bachelor of Science in Political Science from Florida State University.

Relevant and Related Experience:

- Eatonville, FL Actionable Downtown Master Plan
- Middleton, ID Comprehensive Plan Update & Downtown Strategies
- Nampa, ID Downtown Implementation Plan
- Hurricane, UT Downtown Master Plan

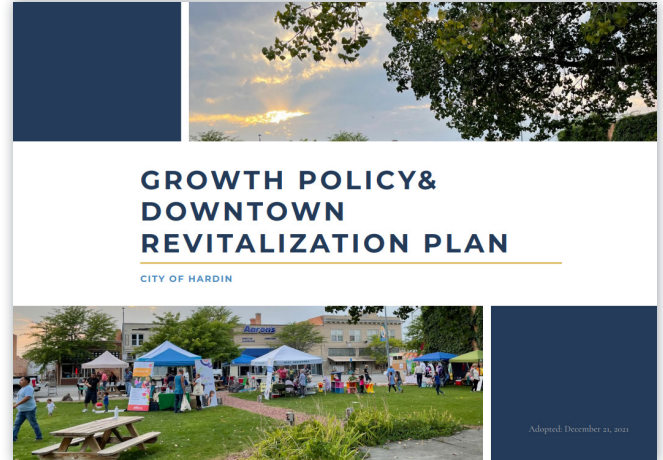
C. WORK SAMPLES

Hardin Growth Policy

Hardin, Montana

The City of Hardin selected Interstate Engineering's Planning team to develop a Growth Policy and Downtown Revitalization Plan that will guide future development and investment. With a strong emphasis on downtown, the plan identifies catalyst projects that build on recent momentum and position the area as a vibrant, active core. Our team brings experience in long-range planning and revitalization, crafting strategies that are both practical and community-focused.

Recognizing the importance of proactive planning, the State of Montana requires cities to adopt and update growth policies that reflect current conditions. Hardin's plan meets this requirement while remaining accessible and actionable for city staff, planning boards, elected officials, and community members. It serves as a shared framework to support policy decisions, attract investment, and align development with the community's vision for a thriving downtown.



CLIENT: Drew Lehr | Finance Officer & City Clerk | (406) 665.9260 ext. 2 | cityfinance@hardinmt.com

Colfax Comprehensive Plan 2035

Colfax, North Dakota



ColfaxNEXT

Comprehensive Plan 2035

City of Colfax, North Dakota

Interstate Engineering's planning team created the Colfax Comprehensive Plan 2035 to guide future development as the community experiences growth pressure from the Fargo-Moorhead metro area, Wahpeton, and a new event and performing arts center. The plan outlines existing conditions, infrastructure needs, and a vision for future land use, all based in meaningful community input.

Public engagement played a central role in shaping the plan. Through interactive working sessions focused on housing, visioning, and goal setting, residents helped define the priorities that guided plan development. This input formed the foundation for a realistic, community-supported implementation strategy.

To ensure transparency and access, the team launched an interactive website, www.colfaxnext.org, featuring the full plan and GIS-based land use maps. Within one month of adoption, city leaders used the plan to guide a rural housing development and secure investment in updated sewer infrastructure, demonstrating both immediate and lasting value for the community.



CLIENT: Kyle Krump | Mayor | (701) 640.1981 | kyle@egebio.com

Comprehensive Plan & Downtown Master Plan

Ray, North Dakota

Interstate Engineering provides ongoing planning services for the City of Ray, located in northwestern North Dakota. As growth pressures increase, the city initiated an update to its comprehensive plan to help guide responsible development. To ensure the plan reflects local values, Brent led an inclusive public engagement process involving high school students, business owners, senior groups, the Historic Museum, and other community stakeholders. This collaborative effort resulted in a community-driven blueprint for growth.

The plan focuses on Ray's key business corridors, both along the highway and in the downtown core, and identifies catalyst projects that support lasting, post-boom development.

CLIENT: Ronda Rustad | City Auditor | (701) 568.2203 | raynd@nccray.net

Brigham City General & Downtown Plans

Brigham City, UT

Brigham City, one of Utah's historic communities, updated its General Plan to embrace smart growth and enhance its role as a vibrant central hub. Downtown Redevelopment Services led the planning effort, drawing on the city's historic Main Street, walkability, and civic identity to guide future land use and zoning decisions. The updated plan balances preservation with progress, ensuring that growth supports both economic vitality and the community's long-term vision.



As the prime consultant on an interdisciplinary team, DRS provided leadership in visioning, goal setting, public engagement, and policy development. The planning process emphasized collaboration with city officials and residents to align the plan with Brigham city's values. DRS also managed zoning updates and prepared the final document with clarity and implementation in mind. The result is a forward-thinking plan that reflects community input and provides a strong foundation for future decisions.



Nampa Downtown Implementation Plan & Feasibility Study

Nampa, Idaho



Recognizing the importance of moving from planning to action, the City of Nampa is advancing a focused strategy to drive redevelopment, attract investment, and support the downtown's long-term economic vitality. The Downtown Implementation Plan goes beyond visioning to identify infrastructure needs, circulation improvements, and market gaps. It outlines clear, actionable steps to strengthen the public realm, support local businesses, and guide future development.

Supporting this plan is a downtown catalyst site feasibility study. This study evaluates a key redevelopment site, including existing conditions, market alignment, development potential, and financial feasibility. Through stakeholder engagement and targeted market analysis, the study will deliver an investment-ready concept that reflects community priorities and current demand. Together, the implementation plan and feasibility study provide the tools and strategies needed to support downtown Nampa's continued growth and momentum.



D. PUBLIC PARTICIPATION

Item a.

A successful Downtown Master Plan for Sidney must be shaped by those who live, work, and invest in the community. Our engagement approach emphasizes clarity, inclusion, and action. It builds on past efforts while responding to new opportunities and community momentum.

We will ensure that residents, business owners, civic groups, and City of Sidney and Richland County stakeholders have clear, consistent ways to contribute, both within and beyond formal meetings. Engagement strategies will reflect Sidney's culture and the day-to-day realities of rural life. Key components include:



Our team brings deep local experience and a strong record of meaningful public engagement in Sidney. In 2019, Interstate Engineering completed a water rate study after conducting public meetings, public hearings, and stakeholder sessions. These efforts gathered quality responses and resulted in a successful, community-supported outcome.

We are currently leading the Richland County and Sidney Growth Policy updates, which include both in-person engagement and creative online tools designed to reach people where they are, whether at a stakeholder meeting, community barbeque, or local running group. These strategies ensure input reflects a broad cross-section of Sidney residents.

As part of this process, we will partner with the City of Sidney and the Chamber of Commerce to create and host a dedicated project website. This platform will provide ongoing access to project materials and updates, and will remain with the city and chamber after the project concludes.

Partnering with Downtown Redevelopment Services brings added value to Sidney. The team can delve deep into place-based engagement and strategies that capture community desired and goals for the downtown area. These elements serve as the cornerstones of the entire plan. The city gains a team that not only lives and works locally but also includes a nationally recognized downtown specialist with experience revitalizing rural communities across the region.



Design Charrette (noun): A short, hands-on workshop where community members and planners work together to share ideas and shape project designs.

E. WORKPLAN & SCHEDULE

Item a.

Proposed Workplan – Deadline: October 30, 2025

This workplan outlines the path to a community-supported, implementation-focused downtown plan for Sidney. It includes site visits, outreach efforts, stakeholder priority areas, plan components with target completion dates, a complete public draft, and the final plan document.

PHASE 1: COMMUNITY AND SITE ANALYSIS

Primary Provider	Deliverables
Downtown Redevelopment Services	· Existing Conditions Report · Community Assets and Concerns Map

This phase lays the groundwork for the plan by identifying the physical, cultural, and economic conditions shaping downtown Sidney today. The consultant team will assess land use, zoning, infrastructure, building conditions, ownership patterns, and circulation. Field visits and stakeholder conversations will bring depth to this analysis, capturing on-the-ground realities and highlighting the area’s strengths and challenges. This foundation ensures that future phases are informed by local context and grounded in reality.

Engagement



Steering Committee Collaboration

The Steering Committee will be a key partner throughout the planning process. Monthly meetings will offer structured opportunities to review findings, shape plan direction, and ensure the effort remains aligned with community values and goals.



Stakeholder Capacity Interviews

Conversations with local organizations, businesses, and civic institutions will offer insight into available resources, capacity, and leadership roles. These discussions will shape realistic strategies grounded in Sidney’s local strengths and partnerships.



Downtown Tour

Walking tours with city staff and local stakeholders will offer firsthand perspectives on the physical, cultural, and economic conditions of downtown. These observations will uncover opportunities and challenges not evident in the data alone.

PHASE 2: VISION AND VALUES

Primary Provider	Deliverables
Interstate Engineering	· Community Meeting and Survey Materials · Public Engagement Summary Report · Draft Vision/Mission Statement and Core Values

Building on previous planning efforts and recent engagement, this phase will affirm Sidney’s priorities and shape a shared vision for downtown. Through a public meeting and survey, we will gather input from residents, business owners, and stakeholders about what they value, what they want to preserve, and how they envision future improvements. These ideas will be distilled into a vision and values framework that reflects the community’s aspirations and identity.

Engagement



Community Visioning Workshop

We will host an in-person workshop to guide participants through interactive discussions and activities focused on shared values, community identity, and long-term goals for downtown. This session will build on previous work and serve as a touchstone for the remainder of the planning process.



Community Visioning Survey

To ensure broad input, an online survey will be launched in tandem with the workshop. The survey will provide an accessible platform for community members to share their ideas and priorities. Results will help confirm values, identify consistent themes, and shape future strategies.

PHASE 3: GOALS AND OBJECTIVES

Primary Provider

Downtown Redevelopment Services

Deliverables

- Goals and Objectives Framework
- List of Aligned Catalyst Projects

This phase translates community vision into clear goals and achievable objectives. Each goal will focus on a key area of opportunity, supported by tangible actions and aligned catalyst projects. These outcomes will create a framework for implementation, guiding future efforts while remaining flexible and responsive to local needs.

PHASE 4: VISUALIZATION DEVELOPMENT

Primary Provider

Downtown Redevelopment Services

Interstate Engineering

Deliverables

- Charrette Facilitation Materials
- Visual Renderings for up to Five Catalyst Projects
- Summary of Design Concepts and Community Feedback

Bringing ideas to life, this phase will use a collaborative design charrette to develop concepts for priority catalyst sites. Visual renderings will help illustrate what revitalization could look like and how it supports the community's goals. These graphics will build shared understanding, generate excitement, and support future investment.

Engagement



Public Design Charrette

A multi-day charrette will engage residents and stakeholders in shaping design concepts through interactive workshops. The process will focus on up to five catalytic opportunities and provide an open forum for real-time feedback. By combining creative thinking with community insight, we will ensure that the concepts reflect local values and priorities.

PHASE 5: ACTIONABLE STRATEGIES

Primary Provider

Downtown Redevelopment Services

Deliverables

- Strategy Framework Document
- Comprehensive Streetscape Improvement Plan

Turning vision into action, this phase will outline a suite of strategies to support near- and long-term revitalization. The team will recommend programs, policies, and partnerships aligned with catalyst projects

and community priorities. A Streetscape Improvement Plan will identify locations for enhancements as public art, pedestrian amenities, and green infrastructure—creating a cohesive and inviting downtown experience.

Engagement:



Draft Recommendations Feedback Portal

An online portal will provide the public with an opportunity to explore and comment on the draft plan elements, including key strategies and design ideas. Accessible summaries, visuals, and a short survey will allow residents to engage with the plan on their own time and provide meaningful input.



Draft Plan Review Meeting

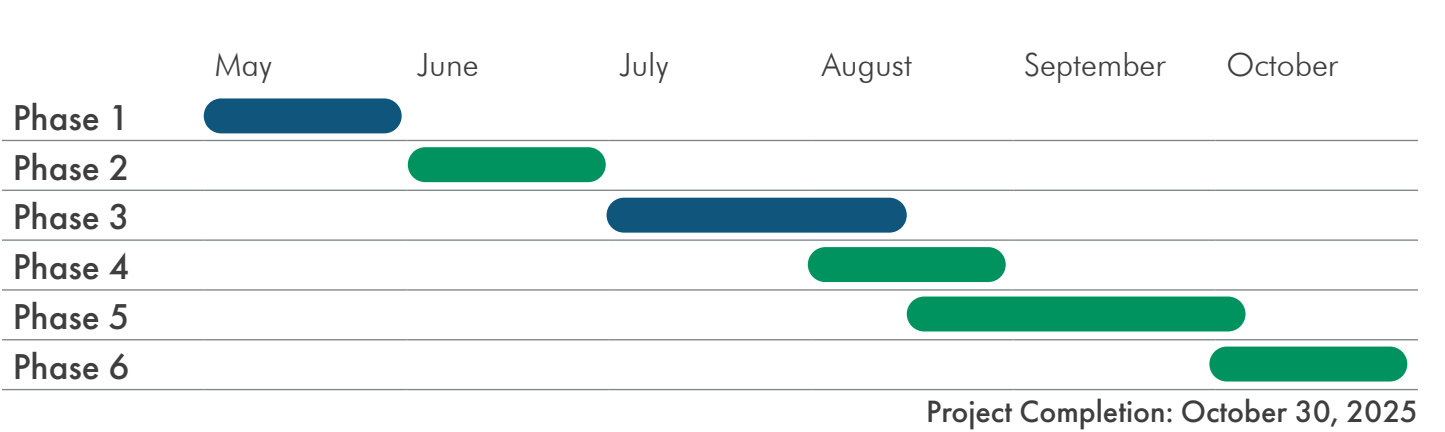
Following the portal launch, a public meeting will be held to present the full draft plan. This session will walk through recommendations, renderings, and implementation ideas to ensure transparency and invite final feedback before plan adoption.

PHASE 6: IMPLEMENTATION MATRIX

Primary Provider	Deliverables
Interstate Engineering	· Implementation Matrix with Roles and Responsibilities, Timelines, and Cost Estimates · Project Phasing Plan; Final Plan Deliverable

The final phase delivers a clear and actionable roadmap for implementation. The matrix will detail project priorities, lead partners, timelines, and cost estimates, providing a tool for tracking progress and aligning efforts over time. A project phasing plan will identify near-term “kickoff” actions that generate momentum and build trust, while positioning the community for larger investments. The final deliverable will serve as both a guide and a call to action for the future of downtown Sidney.

SCHEDULE



F. REFERENCES

City of Ray, ND Ronda Rustad City Auditor (701) 568.2203 raynd@nccray.net	Richland County, MT Josh Johnson Director of Public Works (406) 433.2407 joshua.johnson@richland.org	North Logan City, UT Scott Perkes, AICP Community Development Director (435) 752-1310 ext. 113 sperkes@northlogancity.gov
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4. Cost & Price Proposal

Phase 1		\$11,500
Principals in Charge (Brent and Ben)	10 hours	\$2,350
Lead Planners (Rachel and Nathan)	45 hours	\$8,325
Travel and Materials		\$825
Phase 2		\$16,000
Principals in Charge (Brent and Ben)	4 hours	\$900
Lead Planners (Rachel and Nathan)	25 hours	\$4,600
Additional Project Planning staff	50 hours	\$8,500
Travel and Materials		\$2,000
Phase 3		\$8,500
Lead Planners (Rachel and Nathan)	30 hours	\$5,550
Additional Project Planning staff	15 hours	\$2,950
Phase 4		\$18,500
Principals in Charge (Brent and Ben)	8 hours	\$1,880
Lead Planners (Rachel and Nathan)	20 hours	\$3,750
Design Team	70 hours	\$12,000
Travel and Materials		\$870
Phase 5		\$12,500
Lead Planners (Rachel and Nathan)	12 hours	\$2,300
Additional Project Planning staff	60 hours	\$10,200
Phase 6		\$13,000
Principals in Charge (Brent and Ben)	8 hours	\$1,880
Lead Planners (Rachel and Nathan)	20 hours	\$3,750
Design Team	40 hours	\$7,370
TOTAL		\$80,000

APPENDIX

Resumes



RACHEL LAQUA, AICP

Planning Director

Rachel is a professional, certified planner with over a dozen years of high-level planning and project management experience, having served as principal planner for the City of Williston, North Dakota, before beginning a career with Interstate Engineering. As planning director, Rachel ensures the right team and resources are dedicated to our clients with a focus on project success. She has managed the development process from start to finish for jurisdictions of various sizes and managed large comprehensive planning projects and ordinance creation and implementation with extensive public input.

Core Skills

- Team Leadership
- Public Engagement
- Project Management
- Subdivision Review
- Ordinance Drafting
- Long Range Planning

Education

2012
Master of Urban Planning and Policy
University of Illinois at Chicago

2010
Bachelor of Science - Diplomacy and
International Relations
Seton Hall University

Professional Registrations

AICP

Affiliations | Organizations

- North Dakota Planning Association
- 2025 President
- American Planning Association

City of Williston Downtown Plan and Main Street Reconstruction

Williston, ND | Project Manager

Managed downtown planning process for the City of Williston.

Richland County Planner

Richland County, MT | Planner

Planner for Richland County managing subdivision process, code review, county zoning, and planning board.

Ray City Planner

Ray, ND | Planner

Planner for Ray managing subdivision process, ordinance review, zoning, and planning board.

City of Colfax Comprehensive Plan

Colfax, ND | Project Manager & Planner

Created an innovative web-based comprehensive plan for a growing community, leading public engagement, and delivering an on-time, on-budget project that has led to implementation of several growth-related projects.

Hardin Wayfinding

Hardin, MT | Project Manager & Planner

Used past planning efforts completed by Interstate Engineering to create a wayfinding plan that addressed community needs and reflected the community's vision.

City of Williston SS4A

Williston, ND | Public Engagement Sub-consultant

Public Engagement for Safe Streets for All plan for the City of Williston, coordinating outreach and meetings

Williston Parks and Recreation District Master Plan

Williston, ND | Planner

Working with the Interstate Engineering team on public engagement, planning, and project management of WPRD master plan

City of Williston Subdivision Ordinance

Williston, ND | Principal Planner

Led re-write of subdivision ordinance to modernize codes, including public input and legal review.



BRENT MOORE, AICP

Western Regional Vice President | Planning Manager

Brent is dedicated to ensuring project success by assembling the right teams and resources for clients and has over 20 years of experience in planning and project management. He plays a critical role in verifying that projects are adequately staffed to meet budget and schedule requirements, while also setting project direction and coordinating with state funding agencies. With more than 16 years of experience as a planning consultant in Northeastern Montana, Brent possesses a deep understanding of the region's planning history.

Core Skills

- Team Management
- Leadership
- Growth Management
- Current Planning
- Strategic Planning
- Capital Improvements Planning

Education

2003
Master of Science
Urban and Regional Planning
Florida State University

Active Registration

AICP
American Institute of Certified
Planners

Trainings | Affiliations

- PSMJ Project Management Bootcamp
- American Planning Association
- Montana Association of Planners
- Montana Infrastructure Coalition
- Montana Economic Development Association

Comprehensive Plan

Beulah, ND | Project Manager

An update to the 2004 Comprehensive Plan, the document serves to provide decision makers guidance regarding land-use, economic development, and investments in infrastructure. The process included an extensive public engagement strategy, including a website, surveys, and a swot analysis.

Comprehensive Plan, Downtown Plan, and Urban Design Guidelines

Ray, ND | Project Manager

Updated the oil field city's long-range planning document into a design-oriented growth plan that included future land use maps, updated development policies, and design guidelines.

Comprehensive Plan

Plentywood and Sheridan County, MT | Project Manager

Updated the city's and county's long range plan including future growth maps, updated development policies, and implementation strategies.

Growth Policy

Carbon County, MT | Project Manager

Updated the county's long-range comprehensive planning document featuring revised goals, objectives, and future land use maps. Included a robust public process in every community across the county.

Comprehensive Plan

White Sulphur Springs, MT | Project Manager

Developed for a rural resort community experiencing change and a potential boom from a proposed Copper Mine. Involved examining alternative development scenarios for future growth.

Comprehensive Plans

White Sulphur Springs, Froid, and Jordan, MT | Project Manager

Provided future growth mapping, facilitated public input, and updated trends and projections in a simple and visual plan document for the three rural towns.

Development Feasibility Study

Wahpeton, ND | Project Manager

Design and planning services to identify development possibilities, market constraints, catalyst projects and community needs to facilitate investment within a 60-acre planning area on the edge of the city. Local engagement included interviews and meetings with area developers, real estate agents, Planning Board, and local builders, coupled with demographic, socio-economic, and local business analysis.



RYAN KOPP

Community Liaison | QA/QC

Since joining Interstate Engineering in 2011, Ryan has been involved in many projects with various clients in Eastern Montana. His experience in the construction industry, combined with his knowledge of the area, make him an asset to clients. An active participant in every project, he understands project management, project observation, project funding, and performance monitoring. His experience includes road design, drainage design, land development, site development, water and sewer design, hydraulic analysis, and drafting for many projects.

Core Skills

- Business Development
- Public Engagement
- Funding
- Client Management
- Project Management
- Construction Administration

Education

2010
Bachelor of Science -
General Engineering
Montana Tech of the University
of Montana

Trainings | Certifications

- ACI Concrete Field Testing - Grade I
- Construction Management
- PSMJ Project Management Bootcamp

Plentywood Sewer Renovation

Plentywood, MT | Client Manager

Worked with city personnel, elected officials, and contractors to develop a sewer renovation project on an aging sewer system. Used CCTV, flow metering, and local knowledge to develop a scope of work for an \$8 million sewer renovation project. Worked with several funding agencies to help obtain over \$4 million in grants.

Richland County On Call Services

Richland County, MT | Client Manager & Project Manager

Served as client manager and project manager for various public works projects including highway paving, bridge construction, and drainage. These projects demanded close work with the Public Works Director and the County Commissioners to complete these projects in a timely manner and meet budget requirements.

Poplar Wastewater Treatment Facility

Poplar, MT | Client Manager

Worked closely with various funding agencies and the owner to increase funding during construction due to unforeseen challenges. Was able to work to secure those funds with no additional funds required from the owner.

Fort Peck Wellness Center

Poplar, MT | Project Manager

Worked with architects, various sub-consultants, and owners on the civil design for a large wellness center. This project had various funding sources and had been attempted and failed twice prior by other teams.

Various Water Replacements

Fairview, MT | Client Manager

Coordinated a large-scale water replacement leveraging the town's reserves and loan capacity with available grant opportunities to prioritize projects by need and funding availability.



Ben Levenger

**DRS Principal /
Project Manager**

17

Years in Private
Sector
Community
Planning

29

States Where He
Has Performed
Community
Planning Efforts

300+

Community
Planning Projects
Completed

Ben is experienced in comprehensive planning, with a focus on economic development, land use, adaptive reuse, and implementation. An expert in downtown planning, community input, and economic analysis, he has worked on comprehensive plans, site selection, due diligence, land use, transportation, and revitalization projects across the U.S. With nearly two decades of experience, he develops highly implementable plans tailored to community needs. He is proficient in AutoCAD, InDesign, Photoshop, ArcMap/GIS, Envision Tomorrow Plus (ET+), Revit, SketchUp, and Microsoft Suite.

Education

- Masters of Real Estate Development, University of Utah
- Masters of City and Metropolitan Planning, University of Utah
- Graduate Certificate - Grant Proposal Writing, Fort Hays State University
- Bachelor of Landscape Architecture, Utah State University

Licenses & Registrations

- American Institute of Certified Planners (AICP)
- Professional Landscape Architect (PLA)
- Certified Economic Developer (CEcD)
- Main Street America Revitalization Professional (MSARP)

Select Experience

- Middleton, ID Comprehensive Plan Update & Downtown Strategies
- Nampa, ID Downtown Implementation Plan
- Nampa, ID Downtown Feasibility Study
- West Point, UT General Plan and Small Area Plans
- Salina, UT General Plan
- Pittsburgh, PA Sheridan Neighborhood Plan
- Hurricane, UT Downtown Master plan
- Bountiful, UT General Plan
- Zelenople, PA Comprehensive Plan
- Evans City, PA Comprehensive Plan
- Lancaster Township, PA Comprehensive Plan
- Roy, UT Station Area Plan
- Eagle Mountain, UT Small Area Plans (3)
- Moab, UT Downtown Master Plan
- Mars, PA Downtown Revitalization Plan
- Palmetto, FL Actionable Downtown plan
- Fort Meade, FL Downtown Plan
- Kemmerer, WY Downtown Plan
- Evanston, WY Economic Development plan
- Cokeville, WY Downtown Plan
- Parachute, CO Downtown Master Plan
- Houlton, ME Downtown Master Plan
- Indiana, PA Comprehensive Plan Update
- Afton, WY Downtown Master Plan
- Heber City, UT Downtown Master Plan
- Springville, UT Corridor Development Plan
- West Point, UT Small Area Plan
- La Junta, CO Property Transition Plans
- Greybull, WY Downtown Action Plan
- Moorcroft, WY Downtown Master Plan



Nathan Davis
Planner II

4

Years in Private
Sector
Community
Planning

13

States Where He
Has Performed
Community
Planning Efforts

94%

Success Rate for
Community
Planning Efforts

Nathan is a municipal planner with a range of planning experience across the U.S. His experience includes comprehensive planning, downtown planning, private development planning, Main Street program development, and general planning administration. Through his work, Nathan has developed the skills to create plans that are responsive to the public and stakeholders' visions while also providing clients with actionable plans that help bridge visions to implementation. His relevant skills include public and stakeholder engagement, zoning analysis, technical program proficiency, GIS analysis and mapping, and project management. He leads the GIS analysis and mapping efforts for the company, utilizing the ESRI suite (ArcGIS Pro, ArcGIS Online, Survey123, and StoryMaps) to develop spatial data insights and visualizations that inform planning decisions.

Education

- Master of City and Regional Planning, Georgia Institute of Technology
- BS in Political Science, Minor in Urban & Regional Planning, Florida State University

Licenses & Registrations

- American Institute of Certified Planners (AICP) #36759

Select Experience

- Middleton, ID Comprehensive Plan Update & Downtown Strategies
- Nampa, ID Downtown Implementation Plan
- Nampa, ID Downtown Feasibility Study
- Brigham City, UT General Plan Update
- Zelenople, PA Comprehensive Plan Update
- Evans City, PA Comprehensive Plan
- Bountiful, UT General Plan
- West Point, UT General Plan and Small Area Plans
- Hurricane, UT Downtown Master Plan
- Roy, UT Station Area Plan
- Eagle Mountain, UT Small Area Plans (3)
- Eatonville, FL Actionable Downtown Master Plan
- Palmetto, FL Actionable Downtown Plan
- Fort Meade, FL Downtown Plan
- Indiana, PA Comprehensive Plan Update
- Springville, UT Corridor Development Plan
- West Point, UT Small Area Plan



LANETTE DIAZ, CGW

Funding Specialist

LaNette has over 19 years of experience in nonprofit management, grant administration, and grant writing. She has direct experience working in affordable housing, housing development, human services, education, and infrastructure development. Her direct funding experience includes housing, wastewater, water, stormwater, bridge, trail, levee, and park projects. LaNette is a Certified Grant Writer through the American Grant Writers Association.

Core Skills

- Direct Funding
- Affordable Housing
- Housing Development
- Human Services
- Education
- Infrastructure Development

Education

2004
Master's Degree
Social Work
University of Montana

2000
Bachelor of Arts
Social Work
University of Montana

Trainings | Certifications

- Certified Grant Writer
- American Grant Writers Association

Billings Affordable Housing Project

Billings, MT | Funding Specialist

Project Lease-Up, Project Asset Management, Project Grant Administration. Worked to assist the housing developer with project completion and project lease-up under the regulations of the Montana Board of Housing Low-Income Housing Tax Credit Program and Montana Department of Commerce Home Program. Developed strategic plans and goals for the housing development and ensured regulatory compliance.

Billings Affordable Housing Project

Billings, MT | Funding Specialist

Project Grant Writing, Project Community Design Charette. Worked to assist the housing developer with grant application of HOME program funds of \$300,000 and Montana Board of Housing Low-Income Tax Credit funds of \$450,000, both of which were awarded. Facilitated community design charette and was the main liaison for the Southern Lights project within the Southside neighborhood of Billings. Developed strategic plans and goals for the housing development and ensured regulatory compliance.

Missoula Affordable Housing Project

Missoula, MT | Funding Specialist

Project Grant Writing, Project Lease-Up, Project Asset Management, Project Grant Administration. Worked to assist the housing developer with grant application of HOME program funds of \$244,965 and CDBG Housing program funds of \$193,700, both of which were awarded. Assisted with project completion and project lease-up under the regulations of the Montana Board of Housing Low-Income Housing Tax Credit Program and Montana Department of Commerce Home and CDBG Program. Developed strategic plans and goals for the housing development and ensured regulatory compliance.

Missoula Affordable Housing Project

Missoula, MT | Funding Specialist

Project Grant Writing - Phase 1. Worked to assist housing developer with grant application of CDBG Housing program funds of \$180,000 and Montana Board of Housing Low-Income Tax Credit funds of \$545,000, both of which were awarded.

Projects completed prior to employment with Interstate Engineering.



JORDAN MAYER, PE

Project Engineer

Jordan is a professional engineer licensed in Montana with a strong background in municipal engineering and rural water systems. His diverse experience at Interstate Engineering spans roles from field assistant to project engineer, where he's tackled everything from site design to private development. Known for his leadership skills, Jordan excels at securing funding and managing assets for both public and private projects. He is passionate about enhancing community infrastructure and brings a practical, solutions-oriented approach to every challenge. With a commitment to innovation and efficiency, Jordan is dedicated to making a real difference.

Core Skills

- Municipal Engineering
- Rural Water
- Site Design
- Private Development
- Leadership
- Funding

Education

2011
BS General Engineering
Montana Technological
University

Active Registration

Professional Engineer
MT

Trainings | Certifications

- Cured-In-Place Pipe Inspection
- Sidney Chamber of Commerce Leadership Graduate
- AWWA
- ACI

Montana Highway Patrol District 5 Headquarters

Glendive, MT | Project Engineer

Civil services for a new Montana Highway Patrol building and storage site. Services included water and sewer service, site grading, stormwater facilities and management, coordination for local utility requirements, cooperation with city design standards, site features such as asphalt/concrete/gravel paving, concrete sidewalks compliant with ADA standards, and balancing earthwork quantities.

DNRC - Eastern Land Office and CARDD

Miles City, MT | Project Engineer

The project included a new office building and shop facility near the existing Bureau of Land Management campus. Civil services include a public sewer main extension, stormwater management and coordination with adjacent landowners, and utility coordination. The new parking area was designed using vehicular turning movement software to accommodate pickups and trailers. The project was designed to be built in phases, with future improvements in mind.

Makoshika State Park Water Supply

Dawson County, MT | Project Engineer

The project included a State of Montana-owned water main extension, extending from the City of Glendive's public water system, to serve a future campground, an existing pavilion area, and an existing campground in Montana's largest state park. The total project included a factory-built water pumping station capable of supplying water to the park, meeting current and future demands, and approximately 2,700 feet of 4" HDPE water main installed using HDD trenchless methods to avoid disturbance within the park. Construction for the project was completed on time and under budget.

Glendive Water & Sewer Improvements

Glendive, MT

Project Engineer

The project included the design of four sewer collections and ten water distribution projects identified in the City of Glendive's Water and Sewer Master Plans. Projects are spread across the City of Glendive and were submitted to the State of Montana for consideration to receive competitive ARPA grant funding in January of 2022. Total footage for the project is 2,900 feet of sewer main and 12,900 feet of water main.



KATIE AITCHISON

Community Engagement Specialist

With a motto of “Meet people where they are,” Katie is a communicator who brings people and projects together through thoughtful engagement. With experience in public relations, graphic design, and outreach, she connects with communities through events, visioning sessions, public meetings, and digital tools to increase online engagement. She helps communities tell their stories, creates materials that reflect shared goals, and tracks engagement through meaningful data to support informed decision-making. Her work builds trust, strengthens connections, and supports lasting community impact.

Core Skills

- Community Engagement
- Public Relations and Strategic Messaging
- Graphic Design and Visual Communication
- Digital Outreach and Data-Driven Insights

Education

2014
Bachelor of Arts
Communications
Augsburg College

Trainings | Certifications

- PSMJ Leadership Bootcamp
- PSMJ Project Management Bootcamp
- Event and Festival Management Certificate

Beulah Phase 2 Scope

Beulah, ND | Community Engagement

Interstate Engineering leveraged a grant to engage the community in activities to understand the Phase I Main Street reaction and guide the Main Street Phase II scope. This process informed the scope and the design to guide and help ensure the community is heard.

Fort Peck Tribes CEDS

Poplar, MT | Design

Created final document for the Fort Peck Tribes Comprehensive Economic Development Study for digital and print distribution.

Growth Plan

Hardin, MT | Community Engagement

Created website, advertisements, print materials and displays for public participation.

Gwinner Pool

Gwinner, ND | Community Engagement

Created surveys for information gathering to help the committee make an informed decision and wrapped the information into user-friendly sites and documents for easy presentation.

Kendrick Pool

Sheridan, WY | Design

Worked on the team gathering public input, creating documents for distribution and assisting in public outreach.

Jamestown Road Diet

Jamestown, ND | Community Engagement

Created presentations and informational mailers to inform the public of the project and meetings.

Lewistown Pool

Lewistown, MT | Community Engagement

Worked with the “Friends of the Pool” to create materials, ads, emails and fliers for the committee to use towards a vote to update the community pool. The referendum passed with a significant majority of the community in favor of the update.

Beulah Comprehensive Plan

Beulah, ND | Community Engagement

Utilizing new and traditional media, performed outreach to various community organizations and the general public to inform and engage garnering public input for the plan. Created printed media, web media, social media, and press releases for outreach. Prepared boards, surveys, and displays for public meetings.

Comprehensive Plan

Wahpeton, ND | Community Engagement

Create website, advertisements, and print materials for public participation. Worked with city for advertising avenues and strategies.



DAVE WIOSNA, AICP

Planning Manager

Dave joined Interstate Engineering with eight years of planning experience. He specializes in community planning, transportation planning, and GIS. As a certified planner, he has provided large and small communities with current and long-range planning needs. He has worked with zoning, land use, demographics, hazard mitigation, drafting ordinances, and transportation planning and has extensive experience with GIS software. Dave has a broad knowledge base that will help communities meet their planning goals.

Core Skills

- Research
- Analysis
- Collaboration
- Report Writing
- Report Presentation
- Land Use
- GIS
- Data

Education

2015
Master's of Geography
University of North Dakota

Active Registration

AICP
American Institute of Certified Planners

Pennington County Master Transportation Plan

Pennington County, SD | Planner & GIS

Under contract with Pennington County and SDDOT, updated the county's Master Transportation Plan. The update used land use, safety, and growth area inputs to create a list of road, bridge, intersection, and multi-modal projects. The update provided long-range traffic projections and standards development to guide needs for the county's transportation system.

Walworth County Master Transportation Plan

Walworth County, SD | Planner & GIS

Assisted with the creation of a Master Transportation Plan. The plan documented existing conditions of the county's transportation system and provided projects and maintenance scenarios on the county highway system to maintain an adequate transportation system for the whole county despite funding challenges.

Dell Rapids Area Master Transportation Plan

Dell Rapids, SD | Planner & GIS

The city along with the SDDOT updated the transportation plan. The plan included future growth areas and pavement asset management guidance. Contributed to planning documents, several GIS and mapping products related to the plan, and provided assistance with public input.

Fallon County Growth Policy

Fallon County, MT | Planner & GIS

Updated the county's Growth Policy including the towns of Baker and Plevna. The plan considered land use and development constraints as well as changes in the local economy due to fluctuations in the energy industry.

Projects completed prior to employment with Interstate Engineering.



GORDON LEMMEL, PLA, ASLA

Landscape Architect

Over Gordon's 16-year career working from the upper Midwest to the Rocky Mountain West, he has built a broad portfolio of transformative projects that generate social, environmental, health, and quality of life benefits for communities and clients. This is underscored by his work in the public, private, and non-profit sectors, which allows him to approach design from all perspectives. His work combines landscape architecture, construction, technology, and fine art knowledge to work at various scales and collaborate with interdisciplinary practitioners, communities, and government organizations. Gordon constantly seeks creative solutions to develop new ways of solving complex design problems through beautifully designed, cerebrally activating, and unique interventions.

Core Skills

- AutoCAD | Microstation
- SketchUp
- Hand Rendering
- Adobe Creative Suites
- ArcGIS Pro | Online

Education

- 2011
Masters of Landscape
Architecture
University of Idaho
- 2008
BA Landscape Architecture
University of Idaho

Active Registration

- Professional Landscape Architect
ND, ID, MT, WY
- CLARB
- ASLA
- North Dakota Chair, Executive Committee
Nebraska-Dakotas Chapter

Diesel Technology Center

Havre, MT | Lead Landscape Architect

Montana State University - Northern constructed a new center to house a student program that boasts 100% job placement. The landscape design ensured that the new facility provided the university with a quality public open space. The design included a plaza at the entrance to the building to provide students with a beautiful, relaxing space. Worked with the project civil engineer to develop the overall site design, ensuring that connectivity and walkability were not compromised. This project further focused on using a native and hardy plant palette to ensure a low-water/low-maintenance landscape. Ultimately, the project team was able to achieve a 2-Globe Green Globe Rating for its work in sustainable design.

Lakes at Valley West

Bozeman, MT | Lead Landscape Architect

This project involved the development of a master plan and construction documents for a subdivision. As part of the design team, Gordon developed design schematics for park and open space areas, plazas, intersection corners, and road medians. He researched playground equipment to provide cost-efficient, high-quality options. In addition to landscape design development and layout, he designed the development's extensive irrigation system, which utilized several wells, and developed the landscape and irrigation construction sets, along with the necessary plat documents.

Iowa State University North End Zone & Sports Performance Center

Ames, IA | Project Manager & Lead Landscape Architect

Gordon led the design development and construction documentation phases for Iowa State University's new football performance center, plaza, and stadium entrance beyond the north end zone. Gordon's design emphasized creating an outdoor room at the stadium entrance, incorporating Iowa State's red and yellow colors into the site elements and plant selections to evoke school pride. The space blended hardscape and landscape elements, offering flexibility for gameday events while maintaining a welcoming atmosphere in the off-season. Additionally, Gordon redesigned the hillside irrigation system for the stadium, working closely with the facilities manager and irrigation manufacturer to ensure compatibility with the existing system and ease of operation and maintenance for end-users.

Other Relevant Projects

- I-25 Beautification (Casper, WY)
- Downtown Pocket Park (Billings, MT)
- Big Sky Entryway (Big Sky, MT)
- Community Center (Mandaree, ND)
- MHA Community Center (New Town, ND)
- Town Center (Johnston, IA)
- KeeTown Entertainment District (Waukee, IA)

All projects completed prior to employment at Interstate Engineering.



MICHAEL HARDY

Senior Graphic Designer

Michael has 14 years of experience in graphic design, layout, and web design. His proficiency in photography and videography allows him to create captivating visual content, while his skills in drone operation provide unique aerial perspectives that enhance his creative projects. Michael's skills also include video editing, infographics, and print design. His passion for visual storytelling drives him to deliver innovative, impactful designs that resonate with audiences.

Core Skills

- Graphic Design
- Layout
- Web Design
- Photography
- Videography
- Print Design

Education

2010
Associate of Applied Science
Graphic Design & Communications
Bismarck State College

2008
Bachelor of Science
Criminal Justice
Minot State University

Trainings | Certifications

- Part 107 - Certified Drone Pilot

Hardin Wayfinding

Hardin, MT | Senior Graphic Designer

Created graphics, posters, survey, and a website for the project.

ColfaxNext Website

Colfax, ND | Senior Graphic Designer

Created graphics, plan layout/design, and a website for the project.

Buffalo Land Use Plan

Buffalo, WY | Senior Graphic Designer

Created graphics for the project.

Horace Independence Park

Horace, ND | Senior Graphic Designer

Created graphics, posters, and flyers for the project.

EVERYTHING BEGINS WITH A CONNECTION

Just as infrastructure connects neighbors and communities, strong relationships built on trust connect our team with clients, building lasting relationships that last beyond a project and stretch into decades.

CONTACT US



Sidney Office
2177 Lincoln Avenue SE
Sidney, MT 59270



(406) 433.5617



www.interstateeng.com



Ordinance No. 601

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA, AMENDING TITLE 9, CHAPTER 7, REMOVING OF SNOW AND/OR ICE, OF THE CITY CODE OF THE CITY OF SIDNEY, MONTANA.

WHEREAS, the City Council of the City of Sidney desires to amend Title 9, Chapter 7, Removing of Snow and/or Ice, to update the snow removal code.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS by the City Council of the City of Sidney that Chapter 7 of Title 9 of the City Code of the City of Sidney is hereby amended as follows:

CHAPTER 7

REMOVAL OF SNOW AND/OR ICE

SECTION:

9-7-1: Duty To Remove Snow and Ice from Sidewalks:

(a) It shall be the duty of the owner or tenant of any privately held real property in the following zoning districts the city of Sidney to remove snow, ice and slush from sidewalks abutting said real property within forty-eight (48) hours after a snowfall: R-1, R-2, R-3, C-1, C-2, C-3.

(b) It shall be the duty of the owner or tenant of any privately held real property in any other zoning district to remove snow, ice and slush from sidewalks abutting said real property within twenty-four (24) hours after a snowfall.

(c) It shall be the duty of the owner of a lot or parcel of land where the sidewalk runs to an alley or other public way to clear snow and ice from said surface for one-half of the distance across the alley or public way or to the gutter line of the street.

9-7-2: Unlawful Dumping of Snow onto Public Rights of Way:

(a) It shall be unlawful and it is hereby declared a nuisance for any private owner or tenant of real property within the City to dump or deposit snow, ice and slush from said real property onto public streets, avenues, alleys or rights of ways of the City of Sidney; provided, that owners and tenants of real property in the “central business district” of the City of Sidney where no landscaped boulevard exists adjacent to said real property may deposit snow, slush and ice from sidewalks adjacent to their property onto public streets or avenues of the City of Sidney. For the purposes of this section, the “central business district” is defined as: [INSERT description]

(b) Persons cleaning or causing to be cleaned any parking lot, service station, yard or court shall remove snow to a suitable disposal point not on any public rights of way, at his/her own expense.

9-7-3: Parking of Motorized vehicles During Removal of Snow and Ice.

Snow emergency routes. The following streets in the City of Sidney are declared snow emergency routes as follows:

(a) Snow emergency routes are those streets normally traversing the entire City or a major part of the City of Sidney and are essential to the rapid movement of emergency vehicles and normally carry the heaviest traffic volumes. The following Streets or portions of streets in the City are hereby designated as snow emergency routes:

East Main Street, from 10th Avenue to Central Avenue.
 West Main Street, from Central Avenue to 11th Avenue.
 5th Street S.E., from 9th Avenue S.E. to Central Avenue.
 5th Street S.W. from Central Avenue to 14th Avenue S.W.
 14th Avenue S.W., from 5th Street S.W. to West Holly Street.
 12th Avenue S.W., from 5th Street S.W. to West Holly Street.
 4th Avenue S.E., from 14th Street S.E. to East Main Street.
 4th Avenue N.E., from East Main Street to East Holly Street.
 12th Avenue N.W., from West Holly Street to 4th Street N.W.
 9th Avenue S.W., from 5th Street S.W. to 14th Street S.W.
 22nd Avenue N.W., from West Holly to Bitterroot Drive.

The City of Sidney, City Council by resolution may designate and amend streets or portions of streets which shall constitute snow emergency routes within the City.

(b) Snow emergency defined. When winter weather conditions exist that make it necessary for motorized vehicle travel to be expedited such that parking on snow emergency routes be prohibited for snow plowing and/or hauling, an emergency conditions exists. Whenever the Director of Public Works or the City Street Superintendent determines that three inches (3") or more of snow, sleet, or freezing rain has accumulated on the designated snow emergency routes, and that a public service announcement to the local media and/or social media platform has been issued stating that snow route plowing will begin, a parking prohibition on said routes shall be become necessary.

A parking prohibition under this section shall remain in effect until such time as the City plows have completed plowing and/or hauling snow on a particular street designated as a snow emergency route. It is City policy to start plowing snow emergency routes within 12 hours of a snow event ending that creates the emergency situation. While the parking prohibition is in effect, no person shall park, or allow to remain parked, any vehicle or trailer on any portion of the designated snow emergency route.

Nothing herein contained will be construed to permit parking at any time or place where it is forbidden by any other ordinance provision.

(c) Signs to mark the route. Snow emergency routes shall be posted with special signs with wording “EMERGENCY SNOW ROUTE – NO PARKING IF OVER THREE INCHES.”

(d) Impounding vehicles. Any vehicle stopped on any snow emergency route in violation of the provisions of this section or on any other street of the City in violation of this section providing for the completion of plowing of snow or ice may be impounded by members of the Sidney Police Department and held in accordance with City ordinance or state law.

(e) Evidence with respect to vehicles parked or left in violation of section. In any prosecution with regard to a vehicle parked or left in place in violation of any provision of this section, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of the section, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this section.

(f) Effective date. This section shall be in full force and effect from and after the passage, approval, and publication of the listed streets when signed as snow emergency routes in accordance with this section.

(g) Violations – Traffic citation – complaint. Whenever any motor vehicle is found stopped or parked contrary to the provisions of this section, the owner of such vehicle may be charged with a violation of this section. Any person violating this section is subject to a fine of \$100 per day of violation.

9-7-4: Violations.

(a) Any person, whether owner or occupant, who refuses or fails to keep sidewalks upon the property free from snow and ice shall be guilty of an offense and shall be subject to a penalty as follows:

(b) Upon failure of the property owner to remove snow and ice, the city may take action to remove snow and ice and assess the property, as provided in MCA7-14-4106 and further described below.

1. If snow and ice are not removed from sidewalks within the time and in the manner provided by the ordinances of the municipality, the snow and ice may be removed by or under the direction of the director of public works director or street commissioner and the necessary expense thereof shall be chargeable against the abutting property.

Annually, on or before May first, the public works director shall make and file in the office of the city clerk a list showing separately the amount chargeable and assessed against each

lot and tract and stating the name of the owner of each such lot or tract so far as known to the director of public works.

2. The city clerk shall give notice of the hearing and confirmation of the report of snow and ice removal and of the assessment therefore at the first regular June meeting of the governing body. Such notice shall notify all persons objecting to the report and assessment to appear and present their objections. The notice shall be published once each week for two consecutive weeks in the official municipal newspaper and the last publication shall not be less than eight days before the date set for the hearing.

3. At the meeting of the governing body in June or at such later meeting as the hearing and confirmation of such assessment may be adjourned to, the governing body shall consider and hear any objection to the snow and ice removal assessment, or to any part thereof, and after revising or correcting the assessment, if revision or correction is necessary, it shall approve and confirm the same. The city clerk shall attach to the assessment list the city clerk's certificate that the list is correct as confirmed by the governing body and shall file the same in the city clerk's office and shall certify the assessment in the manner provided by law for the assessment of property taxes.

4. From the time any assessment list provided for in this chapter is approved by the governing body, the assessment, with interest and penalties thereon, shall be and remain a permanent lien upon the property upon which the assessment is levied until the assessment is paid in full, and it shall have precedence over all other liens except general taxes. Such lien shall not be divested by any judicial sale, and no mistake in the description of the property assessed nor in the name of the owner thereof shall defeat such lien if the property assessed can be identified by the description in the assessment list.

9-7-5: Penalties.

(a) Any person who interferes with or hinders the removal of said snow and ice by the city, shall be guilty of a misdemeanor.

(b) Any person who dumps or deposits snow, ice and slush from any real property onto the public streets, avenues, alleys or rights of ways of the City of Sidney shall be guilty of a misdemeanor.

This ordinance shall be in full force and effect upon its final passage and approval.

(ALTERNATE VERBAGE FOR SECTION 9-7-3)

9-7-3: Parking of Motorized vehicles During Removal of Snow and Ice.

(h) Snow emergency routes. The following streets in the City of Sidney are declared as primary posted snow emergency routes as follows:

12th Avenue S.W./N.W., from 5th Street S.W. to West Holly Street.

12th Avenue N.W., From West Holly Street to 4th Street N.W.
 5th Street S.W. from Central Avenue to 14th Avenue S.W.
 9th Avenue S.W., from 5th Street S.W. to 14th Street S.W.
 22nd Avenue N.W., from West Holly to Bitterroot Drive.
 Lincoln Avenue N.W./S.W., from West Holly to Central Avenue.
 East Main Street, from 10th Avenue to Central Avenue.
 West Main Street, from Central Avenue to Lincoln Avenue

(i) Snow emergency routes are those streets normally traversing the entire City or a major part of the City of Sidney and are essential to the rapid movement of emergency vehicles and normally carry the heaviest traffic volumes. The following Streets or portions of streets in the City are hereby designated as secondary, non-posted snow emergency routes.

5th Street S.E., from 9th Avenue S.E. to Central Avenue.
 West Main Street, from Lincoln Avenue to 11th Avenue.
 14th Avenue S.W., from 5th Street S.W. to West Holly Street.
 4th Avenue S.E., from 14th Street S.E. to East Main Street.
 4th Avenue N.E., from East Main Street to East Holly Street.
 14th Street S.W., from 16th Avenue to Central Avenue.

The City of Sidney, City Council by resolution may designate and amend streets or portions of streets which shall constitute snow emergency routes within the City.

1st reading: _____

2nd reading: _____

Commissioner _____ moved the adoption of the foregoing Ordinance.

The Motion was seconded by Commissioner _____. On roll call

vote of the Commissioners vote "AYE": _____

_____, and the following

Commissioners vote "NAY": _____. Absent

and not voting: _____.

WHEREUPON, the Motion was passed and the Ordinance declared adopted this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk/Treasurer

Ordinance No. 603**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA, AMENDING TITLE 11, CHAPTER 18, RETAINING WALLS/FENCING, OF THE CITY CODE OF THE CITY OF SIDNEY, MONTANA.**

WHEREAS, the City Council of the City of Sidney desires to amend Title 11, Chapter 18, Retaining Walls/Fencing,

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS by the City Council of the City of Sidney that Chapter 18 of Title 11 of the City Code of the City of Sidney is hereby amended as follows:

§11.18.28 Retaining Walls/Fencing**11.18.28 A Retaining Walls**

Retaining walls shall not exceed the height of eight (8) feet. Fences in Residential Zones shall not exceed six (6) feet in height above natural grade. More than one (1) retaining wall in a terraced arrangement shall be permitted. Retaining walls lower than three (3) feet designed and constructed to retain earth are exempt from other standards of this Ordinance that regulate walls. Walls taller than three (3) feet are required to be permitted and must include a stamp from a licensed Montana engineer.

11.18.28 B Fences by District

Fences in Residential Zones (R- Zones) shall not exceed six (6) feet in height above natural grade. The use of barbed wire or electric fences in residential zones is prohibited.

Fences in Business Zones (numbered B and C Zones) shall not exceed six (6) feet in height above natural. In the B-1 Zone fences shall not exceed eight (8) feet in height. The use of barbed wire or electric fences in Business Zones is prohibited.

Fences in Manufacturing Zones (CLM and MI) shall not exceed eight (8) feet in height above natural grade. The use of barbed wire is allowed in Manufacturing Zones. The use of electric fences is prohibited in Manufacturing Zones.

11.18.28 C Additional Fencing Requirements

Any fences constructed may extend beyond the property line onto the City right-of-way, provided that such fence ends at least five feet (5') from the established curb line to allow room for sidewalk construction. In the event no curb line has been established at the time of fence construction, the director of Public Works may establish a projected curb line for the purpose of determining placement of sidewalks in the future.

Notwithstanding any other part of this Section, a chain link fence may be constructed to a height of forty-two inches (42") within ten feet (10') from the intersection of a street or alley or within twenty-five feet (25') of the main street, provided that no materials are inserted into such chain link fence that would cause a decrease or obstruction to the vision of any operator of a vehicle.

Barbed wire and electrical fences may be permitted as an accessory use for safety reasons only upon the specified approval of the Building Inspector.

No yard fence shall be constructed of barbed wire, chicken wire, electrical wire, snow fence or any other wire unless such wire fencing is specifically designed and made for yard fencing and approved by the Building Inspector. Chain link fencing materials are acceptable. No steel "T" or "U" fence posts may be used.

Any wood fence constructed from salvaged material must be painted so that all materials are of the same color within 30-days of installation.

In no case shall such fences, walls or hedges be so placed and/or maintained that they impede vision for a driver of a vehicle approaching a street, alley or driveway intersection with another vehicle-traveled area; visibility triangles at all intersections shall be maintained unobstructed by fences.

1st reading: _____

2nd reading: _____

Commissioner _____ moved the adoption of the foregoing Ordinance.

The Motion was seconded by Commissioner _____. On roll call

vote of the Commissioners vote "AYE": _____

_____, and the following

Commissioners vote "NAY": _____. Absent

and not voting: _____.

WHEREUPON, the Motion was passed and the Ordinance declared adopted this _____ day of

_____, 2025.

Mayor

ATTEST:

City Clerk/Treasurer

**EASTERN MONTANA DRUG TASK FORCE
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FOR FY 2026**

Purpose

The purpose of this Memorandum of Understanding is to establish general guidelines for a multi-agency task force to address drug-related crime. Through the spirit of cooperative efforts and a strong commitment to combat drug-related trafficking, manufacturing and violence, the **EASTERN MONTANA DRUG TASK FORCE** is formed. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and to full information sharing through their participation in the **EASTERN MONTANA DRUG TASK FORCE**.

Mission Statement

The mission of the **EASTERN MONTANA DRUG TASK FORCE** is to provide a collaborative federal, state, and local law enforcement effort to identify, target, and address those involved in drug trafficking, manufacture, and/or violence. The **EASTERN MONTANA DRUG TASK FORCE** will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

**EASTERN MONTANA DRUG TASK FORCE
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2026**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 10th day of January 2025 and covers fiscal year 2026. Specifically defined as the period between July 1, 2025 and June 30, 2026 between the Baker Police Department, the City of Baker; Carter County Sheriff's Office, Carter County; Colstrip Police Department, City of Colstrip; Custer County Sheriff's Office, Custer County; Dawson County Sheriff's Office, Dawson County; Fallon County Sheriff's Office, Fallon County; Garfield County Sheriff's Office, Garfield County; Glendive Police Department, the City of Glendive; McCone County Sheriff's Office, McCone County; Miles City Police Department, the City of Miles City; Powder River County Sheriff's Office, Powder River County; Prairie County Sheriff's Office, Prairie County; Richland County Sheriff's Office, Richland County; Rosebud County Sheriff's Office, Rosebud County; Sheridan County Sheriff's Office, Sheridan County; Sidney Police Department, City of Sidney; Treasure County Sheriff's Office, Treasure County; Wibaux County Sheriff's Office, Wibaux County; and Montana Department of Justice /Division of Criminal Investigation (hereinafter DCI).

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in eastern Montana, and specifically the above-mentioned counties, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in those general areas, the parties hereto agree to the following:

1. The Eastern Montana Drug Task Force (hereinafter EMDTF or Task Force) will perform the activities and duties described below.
 - A. Disrupt the illicit drug traffic in eastern Montana by immobilizing targeted violators and trafficking organizations, by leading the cohesive multi-jurisdictional investigation unit
 - B. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs through monthly meetings as well as interpersonal contact as needed with the appropriate agencies
 - C. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the EMDTF's activities will result in effective prosecution before the courts of Montana.
 - D. Provide training opportunities within the EMDTF area to law enforcement to recognize, investigate and prevent Drug Endangered Children and to promote dangerous drug awareness to law enforcement and the public.
2. To accomplish the objectives of the EMDTF, the DCI will assign one supervisory agent and two investigative agents to the EMDTF. The Custer County Sheriff's Office agrees to detail no less than one officer to the EMDTF. The Sidney Police Department agrees to detail no less than one officer to the EMDTF. The US Border Patrol will assign 2 Agents to provide support to the EMDTF and its mission of investigating drug-related crimes in eastern Montana and locations with direct nexus to the international border pursuant to the Memorandum of Understanding.

between US Border Patrol Havre Sector and EMDTF. The administrative support position will be a DCI employee. During this period of assignment, the EMDTF personnel will be under the direct supervision and control of the DCI supervisor assigned to the EMDTF. Officers assigned to the EMDTF must first be approved by the EMDTF Executive Board.

3. The officers assigned to the EMDTF shall adhere to DCI policies and procedures. Failure to adhere to policies and procedures shall be grounds for dismissal from the EMDTF.
4. The EMDTF has two US Border Patrol Agents that shall be deputized in each of the participating county jurisdictions. While working with the EMDTF these two Border Patrol Agents will work and operate under all DCI policies and procedures. Should any of the DCI policies directly conflict with US Border Patrol policies, Border Patrol Agents will adhere to their US Border Patrol policy.
5. Law enforcement officers assigned to the EMDTF by participating agencies (except state and federal agents) shall be deputized as DCI Agents. Once designated as state agents, EMDTF Agents shall adhere to the state investigative protocol procedure.
6. Any duly sworn peace officer, while assigned to duty with the EMDTF, as herein provided and working at the direction of the Task Force Supervisor, shall have the same powers, duties, privileges, responsibilities, and immunities throughout the jurisdiction of the EMDTF, as are conferred upon him/her as a Peace Officer in his/her respective jurisdiction. For the purpose of indemnification, each participating agency of the EMDTF shall be responsible for the acts of its participating officer(s). Each local government jurisdiction participating in any way in this agreement must have a valid professional liability insurance policy in effect throughout the term of this agreement. Such professional liability insurance must have policy limits of not less than the limitations of liability for tort damage prescribed in § 2-108 (1), MCA. Each local government jurisdiction participating in any way in this agreement must defend and indemnify its own officers and agents from any claim for damages brought against an officer or agent for EMDTF activities.
7. At the request of any Executive Board member, the Task Force Supervisor may authorize mutual aid assistance for other criminal matters within the jurisdiction of the Task Force, with the concurrence of the Chairman or his designee and following the established protocol for DCI.
8. During the period of assignment to the EMDTF, each participating agency will remain responsible for establishing the salary and benefits, including overtime, of their respective officers assigned to the EMDTF, and for making all payments due to them.
9. Each participating agency shall be responsible for the full payment of its personnel assigned to the Task Force, and such salary shall be deemed to be full salary and due and payable to such assigned personnel while on duty with the

Task Force. The city and/or county agencies participating in the Federal Grant shall be reimbursed by the Grant account. The Grant Account consists of funding awarded by the Montana Board of Crime Control, and matching funds (including forfeiture funds and local agency matching funds) and shall be administered by DCI. At the beginning of each month for the duration of the grant, DCI agrees to remit to those agencies providing personnel, reimbursement for the previous month's salaries and fringe benefits for the field agents assigned to the Task Force. DCI agrees to pay overtime to assigned field agents above 8 hours per month. The supervisor shall be responsible for duty assignment of field agents, as well as ensuring that field agents conform to ordinances, regulations, and directives as supplied by those member agencies concerning overtime compensation.

10. Any agency desiring to terminate its participation in this Memorandum of Understanding shall indicate such intent in writing to the EMDTF Executive Board. Termination of participation in this Memorandum of Understanding by such agency shall be deemed to take effect not less than thirty (30) days after receipt of the written communication of the intent by the Executive Board.
11. Each agency supplying field agents to the EMDTF will ensure that said officers will meet the minimum requirements for the position of Peace Officer as set forth in the Montana Codes Annotated. This will include, but will not be limited to: at least twenty-one (21) years of age, P.O.S.T. certified by the State of Montana, and have prior investigative experience.
12. In no event will the participating agency charge any indirect cost rate to the Department of Justice for the administration or implementation of this Memorandum of Understanding.
13. An Executive Board shall be established as the participating agencies that provide monetary contributions to the matching funds to operate the EMDTF. DCI is a member of the Executive Board because DCI provides the salaries of the Supervisor, and Administrative Assistant for EMDTF. Agencies that are unable to provide monetary support to the continued operation of the EMDTF, yet still wish to include their jurisdictions in the EMDTF region, will be considered Associate members and not have any voting rights at the Executive Board meetings. Its voting members shall be as follows: The Eastern Montana Drug Task Force Commander, the DCI Narcotics Chief or a designee, the Sheriff of Custer County, the Sheriff of Rosebud County, the Chief of Police of the Baker Police Department, the Sheriff of Carter County, the Chief of Police of the Colstrip Police Department, the Sheriff of Dawson County, the Sheriff of Fallon County, the Sheriff of Garfield County, the Chief of Police of the Glendive Police Department, the Sheriff of McCone County, the Chief of Police of the Miles City Police Department, the Sheriff of Powder River County, the Sheriff of Prairie County, the Sheriff of Richland County, the Sheriff of Sheridan County, the Chief of Police of the Sidney Police Department, and the Sheriff of Wibaux County. The members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the EMDTF, to establish subcommittees of the Board to conduct business, and to resolve disputes arising from EMDTF operations. The selection, direction and removal of law enforcement and support personnel assigned to the EMDTF shall be shared with the EMDTF Supervisor, whose authority shall be exercised in consultation with the Executive Board. Each member of the Executive Board shall have one equal vote. Board members shall attend meetings and vote on Task Force business.

The Chairperson will be the Task Force Supervisor's primary contact with the Board on day-to-day issues and will bring to the Board's attention any matters, which would require a consensus of the Board prior to a regularly scheduled quarterly meeting. The Chairperson shall also preside over the Board meetings and is responsible for the formulation of minutes for the meetings and notification of Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The vice-chairperson shall conduct the same business in the absence of the chairperson.

- A. The Executive Board shall meet at least quarterly, or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the EMDTF.
 - B. A quorum of the Executive Board is needed to conduct business. Eleven Executive Board members, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting. Attendance may be counted as in-person, via one of the online virtual meeting sites or by phone.
 - C. EMDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. Any conflict between state policies and procedures and the policies and procedures of a parent agency, will be resolved by the Executive Board. State policies and procedures will be adopted and used by all EMDTF members relative to drug operations and informant handling.
14. Those agencies not providing full-time personnel agree to support the Task Force and cooperate with Task Force investigations. They additionally agree to designate one officer to act as Department Liaison with the Task Force. The Department Liaison may participate in any Task Force investigative activities at the direction of their respective agency head.

15. The Executive Board will meet at least quarterly in conjunction with the monthly intelligence-sharing meeting to maintain the timely sharing of intelligence information.
16. Assets seized during Task Force investigations shall be shared as follows: Assets, for the purposes of this Memorandum of Understanding, shall include all items of value seized relative to a case and all court-ordered fines or contributions to the drug fund.
All forfeitures, fines and restitution, obtained as a result of EMDTF investigations, will be shared in the following order:
 - A. The Executive Board may order the transfer of money from the current EMDTF forfeiture fund to the EMDTF budget to cover budget shortages or equipment purchases not covered under the grant.
 - B. The forfeitures will be retained by EMDTF in the forfeiture account and accrued until the forfeiture monies are needed for matching funds or operation budget with a target balance of two (2) years' budget in the absence of local match money or federal grant funds, as approved by the Executive Board.
 - C. Seized and forfeited vehicles and other property will be utilized as directed by the Executive Board and Task Force Supervisor. When the Task Force is no longer utilizing it, the property will be sold and the proceeds placed into the EMDTF drug forfeiture account.
 - D. Upon termination of the EMDTF the drug forfeiture account will be disbursed proportionately based upon the agencies contributions of forfeitures, matching funds and/or manpower among the participating agencies at the time of the termination. The US Border Patrol shall not receive any portion of EMDTF forfeiture funds.
17. Felony Cases
Assets from cases filed in district or federal court that have been investigated by and filed on behalf of the EMDTF shall be deposited into either a state or federal forfeiture fund for the Eastern Montana Drug Task Force. Assets from cases where there is no Task Force involvement may remain with the local jurisdiction or allocated to the Drug Forfeiture Fund at the discretion of the agency. Any requests for asset sharing will be approved through the Executive Board and will be based upon the relative participation in the investigation. All members of the Executive Board understand that the priority purpose of the seized assets is to assist with the funding of the continued operation of the EMDTF.

18. **Misdemeanor Cases**

All assets from misdemeanor cases that are handled through “Justice of the Peace” or “City Court” shall remain with the local jurisdiction and are not required to be deposited to the Eastern Montana Drug Task Force Forfeiture Fund.

19. **Eastern Montana Drug Task Force Forfeiture Fund**

DCI will open a forfeiture account in the name of the EMDTF to hold forfeited money, fines and restitution resulting from cases generated by the EMDTF.

Participants in the EASTERN MONTANA DRUG TASK FORCE agree that assets forfeited and received by EASTERN MONTANA DRUG TASK FORCE will be utilized primarily for the continued funding of the EASTERN MONTANA DRUG TASK FORCE (Byrne/JAG-funded task force). This money may be utilized to acquire equipment and resources necessary for the activities and continued production of EMDTF. Funds may also be utilized as matching funds remunerated by the agency providing personnel to the Task Force.

- A. The project director (the DCI Narcotics Bureau Chief) supervises these funds subject to Executive Board approval. Any EMDTF forfeitures (including vehicles, cash, and property), fines and restitution, will be the property of the EMDTF. The Executive Board will function as the Seizure Board for Eastern Montana Drug Task Force. Any expenditure of forfeited EMDTF funds requires approval by a majority of the Executive Board.
- B. EMDTF will comply with U.S. Department of Justice requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.
- C. The EMDTF Supervisor and Executive Board will have the authority to negotiate asset-sharing agreements with nonmember agencies on behalf of the EMDTF.

20. **Drug Fund Financial Reporting**

The EMDTF Supervisor shall provide a financial report to the Executive Board at the quarterly meetings. The report shall become a part of the meeting minutes.

The minimum requirement of the report is:

- 1. Balance of the Fund at the beginning of the quarter.
- 2. Total deposits to the Fund during the quarter.
- 3. Total expended from the fund and an itemization of the expenditures.
- 4. Balance for the fund at the end of the quarter.

20. **Pending Asset Forfeiture Report**

Each participating jurisdiction agrees to provide the Task Force Supervisor with relevant information on asset forfeiture cases and cases with dispositions pending.

The EMDTF drug forfeiture fund shall be disbursed to the participating agencies during the regularly scheduled meeting of the Board of Directors in July of each year. The fund shall be disbursed in the following manner:

A. PRIMARY DISTRIBUTION

The EMDTF Executive Board may distribute up to 25% of the cash in the forfeiture fund based on a formula of each agency's financial participation in the EMDTF grant.

In the event that the distribution of cash caused the Drug Forfeiture Fund balance to drop below a minimum balance of \$458,000, then the "total distribution" shall be reduced so that the fund balance on July 1 is equal to \$458,000.

- a. A distribution shall not occur unless the balance exceeds \$458,000 in the fund.

Assets from drug cases filed in district or federal court with the assistance of more than one drug task force shall be distributed to the task forces proportionally based upon their relative participation in the investigation as recommended by the joint captains of the task force. If the task force commanders cannot agree on the said proportion, then the distribution must be referred to the Executive Board or Board of Directors of each of the task forces that participated in any such cases.

B. SECONDARY DISTRIBUTION

The EMDTF Executive Board, at its sole discretion, may authorize additional distribution of forfeiture funds to member agencies that provide personnel to the Task Force, but are not a participant in the grant. The distribution shall be based on the operation budget for the officer, and the fund balance as approved by the EMDTF Board. The requesting agency may submit only those budgetary items that are approved in the EMDTF. The budget is subject to the same limitations as grant budgets.

The secondary distribution is in addition to the primary distribution of 25%. The secondary distribution shall be at the same percentage formula as the distribution formula.

- 22. The participating agencies agree to supply their assigned officer with equipment necessary in carrying out the EMDTF objectives. Radio-equipped vehicles will be supplied by the EMDTF whenever possible; however, the ultimate responsibility to supply a radio-equipped vehicle is the participating agency that employs the assigned officer. Upon termination of the EMDTF, equipment that was initially supplied to the EMDTF by participating agencies shall be returned to said agency. Equipment shared/purchased jointly by all participating EMDTF agencies shall be split equally upon termination of the EMDTF.

23. Each officer assigned to the EMDTF will carry only those firearms, while on official duty, that are issued or approved by the Department of Justice and/or the respective departments. Further, the officer shall be qualified with those firearms.
24. The EMDTF shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this Memorandum of Understanding in accordance with generally accepted accounting principles and instructions provided by the Department of Justice to facilitate on-sight inspection and auditing of such records and accounts.
25. No new entity is created by reason of this Memorandum of Understanding.
26. The EMDTF shall permit and have readily available for examination and auditing by the Department of Justice and/or the Montana Legislative Audit Division, any and all of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Memorandum of Understanding. Therefore, records must be maintained by a body, which will continue to exist until all audits and examinations are completed and resolved, or for a period of six years after termination of this Memorandum of Understanding.

Attached to and part of this document are the signatures of the EMDTF Executive Board and their respective County Commissioner Chairmen and/or Mayors who have agreed to abide by this Memorandum of Understanding.

**EASTERN MONTANA DRUG TASK FORCE
MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2026**

For Sidney Police Department

(Signature)

Date

Mark Kraft
(Print Name)

Mayor, City of Sidney

(Signature)

Date

(Print Name)

Sidney Police Department
Month End Report
Month Ending: March 2025

Arrested Persons		Number Of Arrested Persons
Adult Arrestee		15
Juvenile Arrestee		0
Total Arrested Persons		15

Total Offenses Charged		Felony	Misdemeanor	Other	Total
Adult		5	22	9	36
Juvenile		0	0	0	0
Total		5	22	9	36

Case Information		Felony	Misdemeanor	Other	Total
Offenses Reported		15	66	11	92
Offenses Cleared		7	50	11	68
Offenses Pending		8	16	0	24
% of Cases Cleared		47%	76%	100%	74%

Traffic Information		Total
Traffic/Criminal Citations		81
Written Warnings		183
Parking Citations		1
Accidents Investigated		5
DUI's		5

Miscellaneous Information		Total
Courtesy Vehicle Unlocks		9
Animals Impounded		3
Court Hours		1.5
Overtime Hours		122.25@\$5,717.37
Calls for Service		397

Reported by: Tammy Benyon

March-25

PUBLIC WORKS MONTHLY REPORT

DEPARTMENT	HOURS	YEARS TOTAL	
STREET	381	1358.5	84.0 Hrs. of Street Repairs, 26.0 Hrs. of Alley Repairs, 118.5 Hrs. of Street Sweeping 171.5 Hrs. of Repair of Street Equipment, 96.5 Hrs. of Shop Clean-up and Shop Equipment, 3.0 Hrs. of Street Markers & Signs Repairs or Replacement, 6.0 Hrs. of snow removal.
STREET SWEEPING	118.5	118.5	118.5 Hrs. of Street Sweeping was complete for the Month of March. 35 Business Miles, 179.0 Residential Miles, 214 Total Miles, \$830.00 Total Fuel Cost, \$40.72 Cost per Mile, 180.0 Tons of Debris Picked Up.
ICE & SNOW	6	638.5	6.0 Hrs. of Snow Removal completed for the month of March. Time spent sweeping snow from the bike path, parks and downtown sidewalks. Some time use to remove snow boxes and sanders.
PARKS	186.5	427.5	All park are winterized. 25.0 Hrs. of mowing, 1.5 Hrs. of watering, 47.0 Hrs. of landscaping, 92.5 Hrs. of Park equipment maintenance with 154.5 Hrs. of Park Clean-Up, and 20.5 Hrs. of Replacement and Repairs of Playground Equipment.
GARBAGE	730	2313	411.47 Tons of Garbage picked up, 3555 miles driven, 1,147.98 gallons of fuel used, 75 total loads, 603.0 Hrs. of Garbage Hauling, 28.0 Hrs. of Alley Clean-Up 99.0 Hrs. of Sanitation Equipment Maintenance Year to date total tons hauled = 1090.41 - Average Dailey Tons = 13.27 Total Fuel \$3,598.71
WATER	297	826.5	5.5 Hours of meter reading, 2.5 Hours of meter repairs, 38.0 Hours of water equipment maintenance, 156.0 Hours of maintenance of hydrants, valves and mains, 9.0 Hours of office and records, and 86.0 Hours of treatment plant operation and testing, 0.0 hours spent on the lead service line study.
SEWER	460	1524.5	82.0 hours of sewer main cleaning & TV inspection, 202.0 hours of maintenance of Sewer mains, manholes & equipment, 38.5 Hrs. of Maintenance of Lift Stations, 222.0 Hrs. of Maintenance of Storm Sewers, 4.0 Hrs. of Office & Records, 176.0 of Treatment Plant Operation & Maintenance, 6 Sewer Call for March- Service line issues were frozen
GENERAL CITY	66	163.5	308.5 Hours of Vacation Time 214.5 Hours of Sick Leave 30.0 Hours of Overtime, 3,400.0 Total Working hours
SHOP, MECHANICAL	171.5	490	STREET SV280 B - Regular Service CB 434 Roller - Check over and replaced scrapers Asphalt Zipper - Replaced 45 teeth 544-P-1 - Regular Service. 772GP - Regular Service and check-up Unit P-1 - Check-up and clean-up Unit P-2 - Check-up Replaced Conveyor and Sprockets. Replace water fill hose SWEEPING ICE&SNOW AMI Directional Blade - Replace cutting edges PARKS GH-6 - Service and repair deck hydraulic GH-7 - Service and miscellaneous repairs, replace hydrostat housing fan Unit 508 - Regular Service SOLID WASTE Unit 414 - Tri County Imp. New actuator and parts, Replace headlight Unit 417 - Unit 421 - Unit 422 - Regular Service Unit 425 - WATER Unit 225 - Regular Service, Unit 215 - Regular Service, SEWER Unit 351 - 75C Farmall - Replace Cab Roof Assembly Unit 321 - Regular Service Unit 306 - Replace battery cables

MASTER AGREEMENT

by and between

CITY OF SIDNEY

and

B & B Builders Inc.

Dated as of _____, 2025

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MASTER AGREEMENT

Notice: This Agreement contains provisions relating to indemnification, release of liability and allocation of risk. By executing this Agreement, Contractor agrees to be bound by all of those provisions.

Effective Date: _____, 2025

BETWEEN:

City of Sidney, a municipal corporation of the State of Montana, whose address is 115 2nd Street SE, Sidney, Montana, 59270,

(“Owner”)

- and -

B & B Builders Inc., whose address is 108 2nd St NE, Sidney, Montana, 59270

(“Contractor”)

Owner and Contractor may hereinafter sometimes be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS the Parties wish to provide the general terms and conditions under which Contractor will provide Services to Owner from time to time;

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 Owner issued a Request for Qualifications to contract with multiple construction firms under continuing services contracts as defined therein. Contractor agrees to provide professional services to Owner for Projects as determined by and selected by Owner, upon terms and conditions set forth herein and upon mutual agreement and execution of Task Orders for each Project. Each Task Order for each Project, upon execution, shall automatically be incorporated fully herein in this Master Agreement. All the terms and conditions of this Master Agreement shall fully apply to each Task Order. Each Project budget for each Task Order will vary and will be stated in each Task Order. Contractor recognizes that this Master Agreement is not exclusive, and that Owner has and/or may contract with more than one construction firm under the terms of similar continuing contracts and will equitably rotate and divide the Projects based upon Owner's current volume of work assigned, the dollar value of work assigned, the particular specialties of the contractors and their subcontractors, and the ability of the contractors to perform the services within Owner's needed schedule and other requirements.

The Scope of Work and Services are generally described in **Exhibit B**.

The ability to perform a Task Order for each Project under this Agreement is limited by HB 355. If the Task Order is related to a Project that exceeds \$_____ in estimated construction costs, then those construction services will be advertised and procured separately under HB 355 and not performed under this or any other continuing services contract.

If a Task Order includes as an attachment a proposal from Contractor, only the scope of services portions of such proposal shall be part of the Task Order and any terms and conditions included in such proposal shall not be part of the Task Order or this Master Agreement and such proposal terms and conditions shall be considered null and void.

Owner retains the right to reduce the scope of any portion of the Scope of Services of any Task Order. In such event, Owner shall be entitled to proportionally reduce the Contractor's compensation.

Contractor has represented, upon which Owner has relied, that Contractor is properly qualified, licensed, and competent to perform such construction services.

Contractor recognizes that this Master Agreement is not exclusive, and that Owner has and/or may contract with more than one construction firm under the terms of similar continuing contracts, and Contractor does not object.

§ 1.2 Term. This Master Agreement shall be effective for five (5) years after the date first written above ("Date of this Master Agreement") and may be extended upon mutual written agreement of both parties for two (2) additional one (1) year terms ("Term"). This Master Agreement shall terminate at the expiration of the five (5) year initial Term and at the end of each one (1) year extension Term if not extended. In the event the Term expires and is not renewed, or is terminated as provided herein, if Contractor has not completed the services under a Work Order, then the Term will remain in effect through the date of completion of the services in the Work Order, but no new requests for proposals and no new Work Orders shall be issued.

§ 1.3 This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Jeff Hintz
(406) 433-2809

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Sean Suisse, President
(406) 482-4401

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 WORK ORDERS

§ 2.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 2.2 The Contractor may decline to accept any Work Order issued by the Owner.

§ 2.3 The Contractor shall execute the Work set forth in each agreed upon Work Order, attached as **Exhibit C**, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location, and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.4 The Owner shall make the Contract Documents available to the Contractor prior to execution of the Work Order, and thereafter, upon request. The Owner may charge the Contractor for the reasonable cost to reproduce the Contract Documents provided to the Contractor.

ARTICLE 3 PAYMENTS

§ 3.1 Contract Sum and Progress Payments

§ 3.1.1 Each Work Order shall include a Contract Sum. The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract. Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in **Exhibit A**, Determination of the Cost of the Work.

§ 3.1.2 Applications for Payment will be submitted individually for each Contract. Travel and per diem charges shall not exceed the limits as set forth in Montana Code Annotated.

§ 3.1.3 Based upon Applications for Payment for individual Contracts submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 3.1.4 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as set forth in the Work Order.

§ 3.1.5 Provided that an Application for Payment is received by the Architect not later than the 25th day of the month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty-

five (25) days after the Architect receives the Application for Payment.

§ 3.1.6 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

5% retainage shall be withheld. Upon Substantial Completion of the entire Work of each Work Order, all retainage shall be released except 150% of the value of punch list Work, incomplete Work, and defective Work shall be withheld.

§ 3.1.7 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 3.2 Final Payment

§ 3.2.1 Contractor shall submit its final pay request within 45 days of Final Completion of each Work Order. Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, less 150% of the value of punch list Work, shall be made by the Owner to the Contractor when:

1. the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 16.2, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;
3. the Contractor has delivered to the Owner a Contractor's Final Affidavit pursuant to Montana Law and a final Certificate for Payment has been issued by the Architect in accordance with Section 13.7.1.
4. Contractor has delivered to Owner a certification that the Work does not contain any asbestos; and
5. Contractor has delivered to Owner a certification from the Building Department that the building permit has been finalized and closed out.

§ 3.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, but in no event until all the conditions of 3.2.1 have been met.

ARTICLE 4 DISPUTE RESOLUTION

§ 4.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 19.5, the method of binding dispute resolution shall be as follows:

- ☐ Arbitration pursuant to Section 19.6 of this Master Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 5 GENERAL PROVISIONS

§ 5.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 5.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 5.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work ("The Contract"). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 5.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 5.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 5.5.1 Drawings, specifications, Instruments of Service and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the

property of Owner. The Owner shall retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights.

§ 5.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 5.6 and 5.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner.

§ 5.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 5.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in Building Information Modeling and Digital Data Exhibit, and the requisite Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 5.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 5.9 Notice

§ 5.9.1 Except as otherwise provided in Section 5.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

Electronic mail may be used by the parties using the email addresses provided by each party in this Master Agreement or in each Work Order.

§ 5.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 5.10 Relationship of the Parties

Contractor accepts the relationship of trust and confidence established by this Master Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 6 OWNER

§ 6.1 Information and Services Required of the Owner

§ 6.1.1 The Owner shall furnish all necessary surveys and a legal description of sites referenced in a Work Order, if required.

§ 6.1.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 6.1.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 7.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 6.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 6.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 13.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to

reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 19.

ARTICLE 7 CONTRACTOR

§ 7.1 Review of Contract Documents and Field Conditions by Contractor

§ 7.1.1 Execution of a **Work** Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 7.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 6.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 7.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 7.2 Supervision and Construction Procedures

§ 7.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 7.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 7.3 Labor and Materials

§ 7.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and

pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 7.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 7.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 7.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. For a period of one (1) year after the date of Substantial Completion (and longer if extended warranties are provided in the Contract Documents for certain materials, equipment, and installations), the Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 13.6.3.

§ 7.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

§ 7.6 Permits, Fees, Notices, and Compliance with Laws

§ 7.6.1 Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded. Such permit fees are included in the Contract Sum.

§ 7.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 7.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 7.8 Contractor's Construction Schedules

§ 7.8.1 The Contractor, promptly after executing a Work Order, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 7.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 7.9 Submittals

§ 7.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 7.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 7.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract

Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 7.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 7.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 7.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 7.13 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 7.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 7.15 Indemnification

§ 7.15.1 Contractor shall indemnify and hold harmless the Owner from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor, its subcontractors of every tier, or its agents or employees in connection with providing the Work and services called for in this Master Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 7.15.1.

§ 7.15.2 In claims against any person or entity indemnified under this Section 7.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 7.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 8 ARCHITECT

§ 8.1 The Owner shall retain an Architect to perform the services enumerated in this Article 8 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 8.2 The Architect listed on each Work Order will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment for the Contract. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. However, any approvals, certificates, or decisions of the Architect are subject to the approval of Owner. At Owner's discretion, the duties of the Architect described herein may be performed by the Owner or the Owner's representative.

§ 8.3 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 8.4 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 8.5 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 8.6 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 8.7 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 8.8 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 8.9 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 8.10 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 9 SUBCONTRACTORS

§ 9.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at a Project site.

§ 9.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of a Work Order, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 9.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

ARTICLE 10 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 10.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 10.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 10.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a separate contractor.

ARTICLE 11 CHANGES IN THE WORK

§ 11.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 11.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit as listed in Exhibit A, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 11.3 Subject to the Owner's written approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall

carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 11.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 11.5 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.

ARTICLE 12 TIME

§ 12.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 12.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 12.3 The term "day" as used in the Contract Documents shall mean calendar day unless

otherwise specifically defined.

§ **12.4** The date of Substantial Completion is the date certified by the Architect in accordance with Section 13.6.3.

§ **12.5** If the Contractor is delayed at any time in the commencement or progress of the Work of any Work Order by changes ordered in the Work, by fire, acts of God, unusual, extraordinary adverse weather events not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control or responsibility, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized, except for the per diem payment as described below. Contractor's sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor's reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion.

Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor's control and shall not be grounds for a delay claim. This Section does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated in the Contractor's Schedule.

Extensions of time due to unusual, extraordinary adverse weather events not reasonably anticipatable will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at the time. In addition, extensions of time for such unusual extraordinary adverse weather events not reasonably anticipatable will be considered only of such inclement weather exceeds by twice that normally recorded by the National Weather Bureau for the same month and location on a 20-year average basis.

ARTICLE 13 PAYMENTS AND COMPLETION

§ 13.1 Schedule of Values

§ 13.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to the Work Order, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 13.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 13.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 13.2 Control Estimate

§ 13.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to the Work Order, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing the Work Order. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 13.2.2 The Control Estimate shall include:

1. the Contract Documents enumerated in the Work order, including all Modifications thereto;
2. a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
4. a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and
5. a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 13.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 13.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 13.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. 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 Control Estimate and the revised Contract Documents.

§ 13.3 Applications for Payment

§ 13.3.1 Applications for Payment will be submitted individually for each Contract as set forth in this section 13.3.

§ 13.3.2 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 13.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 13.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 13.3.3 With each Application for Payment where the Contract Sum is based upon the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 13.3.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 13.3.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 13.4 Certificates for Payment

§ 13.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section

13.4.3. The Architect's Certificate of Payment is subject to the approval of the Owner.

§ **13.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ **13.4.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 13.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 13.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 7.2.2, because of

1. defective Work not remedied;
2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a Separate Contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

§ **13.4.5** The Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ **13.4.6** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 13.4.3, in whole or in part, that party may submit a Claim in accordance with Article 19.

§ **13.5 Progress Payments**

§ **13.5.1** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. As a condition to each progress payment the Contractor shall have furnished Owner with a partial lien waiver and release signed by Contractor, conditioned upon payment for all Work performed that is included in the current Application for Payment in the form attached to the Contract or if not attached, in a form approved by Owner, and shall have furnished Owner with partial unconditional lien waivers and releases signed by all subcontractors, suppliers, persons or entities furnishing any labor or material, equipment, services, and materials for the Project and for all Work performed by same that is included in the respective prior Application for Payment. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner within ten (10) days of notice from Owner.

§ **13.5.2** Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ **13.5.3** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ **13.5.4** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ **13.6 Substantial Completion**

§ **13.6.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ **13.6.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ **13.6.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ **13.6.4** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ **13.7 Final Completion and Final Payment**

§ **13.7.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 13.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ **13.7.2** Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ **13.7.3** The making of final payment shall constitute a waiver of claims by the Owner except those arising from

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment

§ 13.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

§ 14.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 14.1.2 and 14.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 7.15.

§ 14.2 Hazardous Materials

§ 14.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

ARTICLE 15 INSURANCE AND BONDS

§ 15.1 Contractor's Insurance

The Contractor shall purchase and maintain insurance coverage required in this Article 15 and as otherwise required for a specific project as set forth in a Work Order.

§ **15.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 15.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Master Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 16.4, unless a different duration is stated below:

§ **15.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$1,000,000) each occurrence, Two Million (\$2,000,000) general aggregate, and Two Million (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under Section 7.15.

§ **15.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ **15.1.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 15.1.2 and 15.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ **15.1.5** Workers' Compensation at statutory limits.

§ **15.1.6** Employers' Liability with policy limits not less than One Million (\$1,000,000) each accident, One Million (\$1,000,000) each employee, and One Million (\$1,000,000) policy limit.

§ **15.1.7** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate.

§ **15.1.8** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate.

§ **15.1.9** Coverage under Sections 15.1.7 and 15.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million (\$1,000,000) per claim and One Million (\$1,000,000) in the aggregate.

§ **15.1.10** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 15.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 15.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ **15.1.11** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ **15.1.12** To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 15.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ **15.1.13** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 15.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 15.1.14 Other Insurance Provided by the Contractor

Coverage

Excess Liability, Umbrella form

Limits

Three Million (\$3,000,000)

§ 15.2 Owner's Insurance

15.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 15.2.2 Property Insurance Provided by the Contractor

§ 15.2.2.1 For each Work Order, the Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 15.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Master Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 15.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance required by Section 15.2.2.1 or, if necessary, replace the insurance policy required under Section 15.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 16.4.

§ 15.2.2.3 If the insurance required by this Section 15.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event, Contractor shall pay such costs not covered because of the deductibles.

§ 15.2.2.4 For each Work Order, if the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 16.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 15.2.2.5 Prior to commencement of the Work in each Work Order, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 15.2.2 and, upon the Owner's request, provide a copy of the property insurance policy or policies required by this Section 15.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 15.2.2.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 15.2.2, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration.

§ 15.2.2.7 Waiver of Subrogation

§ 15.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid by property insurance required by this Master Agreement or other property insurance applicable to the Project where the loss occurred, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 15.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 15.2.2.7.2 If during a Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 15.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 15.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 15.2.3 Other Insurance Provided by the Owner

Coverage	Limits
Discretionary with Owner	

§ 15.3 Performance Bond and Payment Bond

Contractor shall furnish unconditional performance and payment bonds in an amount equal to 100% of the Contract Sum for each Work Order covering faithful performance of the Agreement

and payment of all obligations arising thereunder. The cost of the bonds is included in the Contract Sum. The bonds shall comply with the requirements of Montana Code Annotated; however, "Conditional" Payment Bonds shall **not** be acceptable. Proper Power of Attorney shall accompany said bonds. Said bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located. No Work shall commence on each Project until the Notice of Commencement and copies of the Payment Bonds are recorded and certified copies thereof are posted at the Project site.

§ 15.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 15.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 16 CORRECTION OF WORK

§ 16.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 16.2 In addition to the Contractor's obligations under Section 7.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 13.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 16.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 6.3.

§ 16.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 16.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 16.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 17.2 Governing Law

The Work Order shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 19.6. Venue for any dispute shall be exclusively in the State Courts in the County where the Project is located.

§ 17.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations require.

§ 17.4 Neither the Owner's nor the Contractor's representatives, for this Master Agreement or for individual Work Orders, identified in accordance with sections 1.4 and 1.5, shall be changed without ten days' prior notice to the other party.

ARTICLE 18 TERMINATION

§ 18.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 18. Termination of a Contract under this Article 18 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 18.1.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 13.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 3.1.5 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work

executed. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 18.1.2 Termination by the Owner for Cause

§ 18.1.2.1 The Owner may terminate a Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 18.1.2.2 When any of the reasons described in Section 18.1.2.1 exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 18.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 18.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 18.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 18.1.2.5 In the event the Owner terminates this Contract for cause, but a Court later determines that the Owner did not have cause, then such termination shall be automatically deemed a termination for convenience pursuant to §18.1.3 below.

§18.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. As the Contractor's sole remedy hereunder, Owner shall pay the Contractor for the Work completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 18.2 In the event of any termination, the Contractor shall upon Owner's request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

ARTICLE 19 CLAIMS AND DISPUTES

§ 19.1 Claims, disputes, and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 14.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 19.11 and Sections 13.7.3 and 13.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Venue for mediation shall be exclusively in the State Courts of the County where the Project is located.

§ 19.2 Notice of Claims

§ 19.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 19.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 16.2, shall be initiated by notice to the other party.

§ 19.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.3. Venue for any dispute shall be exclusively in the State Courts where the Project is located.

§ 19.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 19.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with Monana Statutes.

§ 19.6 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 19.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity, lost rentals, and for loss of profit except anticipated profit arising directly from the Work properly performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18. Nothing contained in this Section 19.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The Parties agree that costs to repair, correct, or remedy defective Work are not considered consequential damages.

ARTICLE 20 SCOPE OF THIS MASTER AGREEMENT

§ 20.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.

§ 20.2 This Master Agreement is comprised of the following documents listed below:

1. Standard Form Master Agreement Between Owner and Contractor;
2. **Exhibit A**, Determination of the Cost of the Work.
3. Other documents:
 - Exhibit B** - Scope of Work
 - Exhibit C** - form of Work Order.

ARTICLE 21 OTHER PROVISIONS

§ 21.1 Owner shall be entitled to make any decision or approval required by this Agreement to be made by the Architect. Any decision of Owner shall supersede any decision of the Architect. Any time Contractor shall be required to notify or report to Architect such notice or report shall also be made to Owner.

§ 21.2 **Bonds.** Contractor shall furnish unconditional performance and payment bonds in an amount equal to 100% of the Contract Sum of each Work Order covering faithful performance of

the Agreement and payment of all obligations arising thereunder. The cost of the bonds is included in the Contract Sum. The bonds shall comply with the requirements of Montana Statutes; however, "Conditional" Payment Bonds shall **not** be acceptable. Proper Power of Attorney shall accompany said bonds. Said bonds shall be delivered to the Owner. Contractor shall record the bonds in the public records of the County where the Project is located. No Work shall commence on the Project until the Notice of Commencement and copies of the Payment Bonds are recorded and certified copies thereof are posted at the Project site.

§ **21.3** There are no intended or unintended third-party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

§ **21.4 Discrimination Prohibited.** The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

§ **21.5 Conflicts.** This Master Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor's Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Master Agreement.

§ **21.6 Use of Contingency.** If the Contract Sum breakdown for a Work Order includes a line item for contingency, such amount shall be for the Contractor's use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order, with all unspent contingency sums accruing to the benefit of the Owner. Examples of acceptable use of contingency include: scope gaps, omitted items, trade contractors which fail to sign acceptable subcontracts, and unforeseen field conditions for which a change order is not authorized hereunder. Contingency funds shall not be used for expenses related to correcting defective work, legal expenses, or subcontractor defaults. At Final Completion, the Contract Sum shall be reduced by Change Order by the amount of the unspent contingency sum. Expenditure of contingency funds by the Contractor shall be done only with written approval of the Owner.

§ **21.7** Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner's written rules and regulations regarding jobsite conduct.

§ **21.8** Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

§ **21.9** Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

§ **21.10** The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

§ **21.11** Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner's property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

§ **21.12 Sales Tax Savings Program.** The Owner is a not-for-profit, tax-exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed \$5,000 in cost, Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors' compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner's Consumer Certificate of Exemption number. Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, safekeeping, handling, warranting, installation, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds. Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

The Owner agrees to indemnify and hold harmless the Contractor, its Subcontractors, vendors and suppliers from and against the payment of or liability for any sales or use taxes arising out of or resulting from the Owner purchasing materials for the Project under the Owner's sales tax

exempt status, and for which the Owner or the Contractor, Subcontractors, vendors or suppliers should become liable, but only upon the condition that Contractor has properly complied with the Owner's written sales tax program procedures.

§ 21.13 Contractor shall permit Owner to have reasonable access to Contractor's records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

§ 21.14 The Contractor shall ascertain, coordinate, and minimize interruptions to Owner's on-going operations that exist on or near the Project sites. To avoid impacts to Owner's operations, Contractor has anticipated the need to use non-standard work hours and has included same in the Contract Sum. No claims for extras or requests for Change Orders based upon premium or overtime work due to non-standard work hours as defined by this Section shall be submitted to Owner.

§ 21.15 Sovereign Immunity. Owner's limits of liability are set forth in the Montana Statutes, and nothing herein shall be construed to extend the liabilities of Owner beyond that provided in the Montana Statutes. Nothing herein is intended as a waiver of Owner's sovereign immunity under the Montana Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Owner's obligations under this Agreement are limited to the payment of no more than the per person amount limitation and the aggregate contained in the Montana Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall Owner be liable to Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. Owner shall not assume any liability for the acts, omissions, or negligence of Contractor its agents, servants, employees, or subcontractors. In all instances, Contractor shall be responsible for any injury or property damage resulting from any activities conducted by Contractor.

§ 21.16 Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§ 21.17 Prohibition against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

§ **21.18** Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site. If damaged, Contractor shall restore same to its original condition after completion of the Work.

§ **21.19 Public Records.**

- a. To the extent Contractor is acting on behalf of Owner, Contractor shall:
 - i. Keep and maintain public records required by Owner to perform the services under this Agreement.
 - ii. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.
 - iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.
- b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Montana law. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

§ **21.20** Contractor shall not use any funds received pursuant to this Agreement for lobbying the Montana Legislature, the judicial branch, or any state agency.

§ **21.21** Contractor represents that it is not on the State's discriminatory vendor list and that for services related to this Agreement, Contractor shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

§ **21.22** The obligations of Owner under this Agreement are subject to availability of funds

lawfully appropriated for its purpose by the Owner's Board of Trustees, or other specified funding source for this Agreement.

§ **21.23** Contractor shall coordinate and conduct with its subcontractors and Owner a Project Warranty Inspection at the Project site on a mutually convenient date within the 14 day period before the expiration of the one (1) year warranty period.

§ **21.24** Contractor shall provide the builder's risk insurance for all Work Orders.

§ **21.25** Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Contractor shall insert a similar provision in accordance with this Section, in all subcontracts for all Projects.

§ **21.26** Contractor shall maintain a redlined set of drawings at the job site to show any deviations made from the Contract drawings, and which reflect the "As-Built" conditions. These drawings shall clearly identify all dimensions established in the field and all deviations to the drawings, as approved by the Owner representative. All red-line drawings shall be turned-over and provided to Owner within two (2) weeks of Final Completion.

§ **21.27 PROGRESS REPORTING.** Contractor shall provide to Owner with each pay request, a written progress report containing a narrative description of the Work completed, whether the Work is proceeding according to the Project schedule, a description of any executed Change Orders, problems encountered, problem resolutions, schedule of the Work to be performed during the next reporting period.

§ **21.28 Non-Exclusivity.** Contractor agrees that this Master Agreement is not exclusive. This Master Agreement does not guarantee Contractor any right to enter into with Owner any Task Order and does not guarantee any work, revenue or level of revenue will be provided to Contractor. Only if Owner and Contractor execute a Task Order and Contractor properly performs the Work will Contractor be entitled to any compensation. Contractor does not have exclusivity to perform construction services for Owner. Owner has and may enter into other continuing services contracts and other contracts with other construction firms to provide construction services to Owner.

This Master Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

EXHIBIT A

DETERMINATION OF THE COST OF THE WORK FOR WORK ORDERS BASED UPON COST OF THE WORK, CHANGE ORDER WORK, AND CONSTRUCTION CHANGE DIRECTIVE WORK

COST OF THE WORK

§ 1.1 Costs to Be Reimbursed

§ 1.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 1.1 through 1.7.

§ 1.1.2 Where any cost is subject to the Owner's prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 1.2 Labor Costs

§ 1.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

None.

§ 1.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel (including Contractor's Project Manager) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Prior to commencing the Work, the Contractor shall submit to the Owner for approval, a list of supervisory and field office personnel, their duties on the Work and their respective pay rates, and anticipated hours for the Project that will be assigned as a Cost of the Work. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 1.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 1.2.1 through 1.2.3.

§ 1.2.5 Relocation and temporary out of town living costs of personnel, but only if approved by Owner in writing.

§ 1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 1.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 1.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 1.4.2 Costs of materials described in the preceding Section 1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 1.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 1.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of contractor-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor, any subcontractor, or any related party, person, or entity owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Program Manager and Owner of rental equipment owned by the Contractor or a related party of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or a related party and the applicable rates for such equipment used on the Project during that period.

§ 1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 1.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. There shall be no markup on these expenses.

§ 1.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 1.5.6 Job site vehicle shall be limited to one per site or as agreed to in writing by the Owner. Rental rates for the job site vehicle shall include gas, maintenance, repairs, and taxes and licenses and shall not be billed separately. This single job site vehicle is in addition to the supervisors' vehicle allowances.

§ 1.6 Miscellaneous Costs

§ 1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. If the Owner optionally implements and funds directly an Owner Controlled Insurance Program (OCIP) for the Project, no insurance costs other than the insurance costs required in the OCIP contract provisions to be paid by Contractor shall be included in the Cost of the Work. However, the cost of the Performance and Payment Bonds required for the Contractor by this Agreement shall be included in the Cost of the Work.

§ 1.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable.

§ 1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 1.6.4 Fees of laboratories for tests required by the Contract Documents, except those to be provided by the Owner and those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of Section 1.7.3.

§ 1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

§ 1.6.6 Small tools shall be treated as a Cost item and are defined as those tools costing five hundred dollars (\$500.00) or less. A record showing the disposition of these tools is to be on file at the Contractor's office on the project site. Ownership of small tools not consumed during construction shall remain with the Owner upon completion of the Project.

§ 1.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 1.6.8 In lieu of renting certain items of equipment, machinery and tools, valued at more than five hundred dollars (\$500.00) from the Contractor or other third parties, the Owner reserves the right to have those items purchased and maintained as a Cost of the Work. A record showing the disposition of these items is to be on file at the Contractor's office on the project site. Ownership of the items not consumed during construction shall remain with the Owner upon completion of the Project.

§ 1.7 Other Costs and Emergencies

§ 1.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ 1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 1.7.4 The costs described in Sections 1.1 through 1.7 shall be included in the Cost of the Work, unless such costs are excluded by the provisions of Section 1.8.

§ 1.8 Costs Not To Be Reimbursed

§ 1.8.1 The Cost of the Work shall not include the items listed below:

1. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 1.2;
2. Expenses of the Contractor's principal office and offices other than the site office;
3. Overhead and general expenses, except as may be expressly included in Sections 1.1 to 1.7;
4. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
5. Except as provided in Section 1.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
6. Any cost not specifically and expressly described in Sections 1.1 to 1.7;
7. Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
8. Costs for services incurred during the Preconstruction Phase, unless provided for in a separate Change Order.
9. Payments to Contractor's employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.), including salary increases not identified in the Contractor's bid proposal.
10. Technology, Data Processing, Project Specific Web Sites, or Project Management System Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
11. Any fees paid to Contractor organizations (AGC, ABC, etc.).
12. Contractor's business license.
13. Recruitment or training costs of personnel.

14. Overtime expense of any salaried personnel.
15. Except as provided in Section 1.7, any cost not specifically and expressly described in Section 1.
16. Bond costs for Contractor's suppliers and subcontractors.
17. Legal fees, attorney's fees, litigation costs, mediation costs, dispute resolution costs, settlements, and arbitration costs.
18. Travel expenses.
19. Relocation and temporary out of town living costs of personnel.
20. Audit or audit response expenses.

§ 1.9 Discounts, Rebates and Refunds

§ 1.9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, commissions, volume discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 1.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 1.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

EXHIBIT "B"
SCOPE OF WORK AND SERVICES

Contractor shall provide and or perform and be fully responsible for the various professional construction Work and construction management services required for each assigned project either by self-performance or through subcontractors. The various professional construction management services, depending on the scope, composition and complexity of each project may include, but not necessarily be limited to:

Construction, repair, remodeling, renovation, rehabilitation, alteration, upgrade, maintenance services, site work and new construction related to buildings and facilities located throughout City of Sidney, Montana generally with limited design requirements and valued generally less than \$1,000,000, although on occasion could be higher. Because any Work under this Master Agreement will be on an as needed basis, exact project specifications are generally not available. The Work shall be performed in accordance with industry standards and in compliance with federal, state, and local published rules, regulations, standards and/or statutes.

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

WORK ORDER number _____ made as of the _____ day of _____, 20__.

BETWEEN the Owner:

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

and the Contractor:

B & B Builders Inc.
 108 2nd St NE
 Sidney, Montana, 59270
 (406) 482-4401

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

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 ____ day of _____, 20__ 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.)

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:

§ 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)
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§ 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.)

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

Liquidated Damages. If the Contractor fails to substantially complete the Work before the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum equal to the $(\text{Contract Sum} \times 10\%) / 365$ per calendar day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor's failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor's delay in completing the Project.

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.)

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)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43717		1192 ASPHALT ZIPPER	2,020.25					
	25917	03/18/25 DOUBLE CARBIDE BIT & BLOCK	2,020.25			2565 430200	200	101000
43718		263 BOSS INC.	158.00					
	684668-0	02/26/25 CANNON COPY COUNT	120.02			5310 430600	300	101000
	686540-0	03/06/25 WIRE LESS MOUSE	19.99			1000 411200	200	101000
	685706-0	03/04/25 3'' BINDER	17.99			5310 430600	200	101000
25298								
43719		1229 KALIL LAW FIRM	12,013.80					
	4400	03/20/25 FEBRUARY BILLING- GENERAL	925.00*			2565 430200	300	101000
	4401	03/20/25 FEBRUARY PROSECUTION 2025	11,088.80			1000 410360	300	101000
43720	E	399 VERIZON WIRELESS	896.09					
	6108208304	03/10/25 WATER CELL PHONE	152.02			5210 430500	300	101000
	6108208304	03/10/25 SEWER CELL PHONE	144.33			5310 430600	300	101000
	6108208304	03/10/25 PARKS CELL PHONE	41.64*			1000 460430	300	101000
	6108208304	03/10/25 STREETS CELL PHONE	71.30*			2565 430200	300	101000
	6108208304	03/10/25 GARBAGE CELL PHONE	41.64*			5410 430830	300	101000
	6108208304	03/10/25 FIRE CELL PHONE	71.30			1000 420400	300	101000
	6108208304	03/10/25 CITY PHONE SYSTEM	373.86			1000 411200	300	101000
43721		489 YELLOWSTONE CHIROPRACTIC CLINIC	100.00					
	5919	03/11/25 DOT PHYSICAL- KEVIN BAST	100.00			5310 430600	300	101000
43722		165 TRI-COUNTY IMPLEMENT	876.54					
	R039900	03/05/25 723 BATTERIES	876.54			1000 420400	300	101000
43723		12 CROSS PETROLEUM	68.05					
	20279	02/28/25 FUEL FOR CITY UNITS	34.03			1000 420400	230	101000
	20279	02/28/25 FUEL FOR CITY UNITS	34.02			1000 420531	230	101000
43724		1362 JOHN SEITZ	700.00					
	03/01/25	PERSONAL VEHICLE USE	350.00			1000 420400	300	101000
	04/01/25	PERSONAL VEHICLE USE	350.00			1000 420400	300	101000
43725		1190 JUSTIN VERHASSELT	700.00					
	03/01/25	PERSONAL VEHICLE USE	350.00			1000 420400	300	101000
	04/01/25	PERSONAL VEHICLE USE	350.00			1000 420400	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
43726		1231 ADAM SMITH	1,000.00					
	03/01/25	PERSONAL VEHICLE USE	500.00			1000 420400	300	101000
	04/01/25	PERSONAL VEHICLE USE	500.00			1000 420400	300	101000
43727		999999 LAURA FOSTER	23.34					
		REFUND BACK ON THEIR CREDIT WATER AND SEWER BILL TO THEIR NEW ADDRESS IN COLORADO						
	03/24/25	WATER REFUND	11.67			5210 430500	300	101000
	03/24/25	SEWER REFUND	11.67			5310 430600	300	101000
43728		47 SIDNEY CARBURETOR & ELECTRIC	29.05					
	384520 02/24/25	FUEL TREATMENT	29.05			5210 430500	200	101000
25488								
43729		51 SIDNEY HERALD	205.80					
	15000759 03/24/25	12 MONTH SUBS. 2025	205.80			1000 411200	300	101000
43730		1150 CINTAS	345.59					
	5259975005 03/19/25	RESTOCK CABINET FOR SHOP	197.58			5310 430600	200	101000
25952								
	5259975005 03/19/25	RESTOCK CABINET FOR SHOP	148.01			5710 430252	200	101000
25952								
43731		36 NAPA	682.41					
	875332 03/04/25	CREDIT ON OUR ACCOUNT	-19.99			2565 430200	200	101000
CREDIT								
	875345 03/04/25	LEXEL	12.99			2565 430200	200	101000
25644								
	875602 03/06/25	AIR FILTER	60.44			5310 430600	200	101000
25549								
	875751 03/07/25	BATTERY DISCONNECT	47.99			5210 430500	200	101000
25723								
	876171 03/12/25	SPARK PLUGS	5.66			2565 430200	200	101000
25645								
	876642 03/17/25	TIRE PRESSURE GAUGE	9.21			5310 430600	200	101000
25299								
	876832 03/18/25	BREAKAWAY SWITCHES	34.57			5210 430500	200	101000
25499								
	876980 03/20/25	DRILL BIT	6.49			5310 430600	200	101000
25926								
	877153 03/21/25	OIL FILTERS	137.36			5210 430500	200	101000
25956								
	877557 03/26/25	WIPER BLADES	23.30			2565 430200	200	101000
26051								

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	877690	03/25/25 CITY SHOP RESTOCK ORDER	99.83			2565 430200	200	101000
25958								
	877915	03/28/25 HEADLIGHTS & OIL	88.19			5310 430600	200	101000
25960								
	877915	03/28/25 HEADLIGHTS & OIL	88.19			5210 430500	200	101000
25960								
	877915	03/28/25 HEADLIGHTS & OIL	88.18			2565 430200	200	101000
25960								
43732		1148 CUES	1,003.35					
	970041529	03/13/25 KIT RPR & PIGTAIL	1,003.35			5310 430600	200	101000
24393								
43733		756 AMERICAN WELDING & GAS, INC.	138.49					
	0010723470	03/13/25 BOTTLE OF ACETYLENE	138.49			2565 430200	200	101000
25646								
43734		417 TEAM LABORATORY CHEMICAL, LLC	1,085.00					
	INV0045522	03/19/25 FINE ROAD PATCH	1,085.00			2565 430200	200	101000
25647								
43735		207 HAWKINS INC	3,662.00					
	7011549	03/18/25 TON MOUNT VACUM REGULATOR	3,652.00			5210 430500	200	101000
25487								
	7013470	03/15/25 CHLORINE CYLINDER	10.00			5210 430500	200	101000
43736		1481 CLEAR GOV	11,040.00					
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00*			1000 410540	300	101000
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00*			2565 430200	300	101000
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00			5210 430500	300	101000
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00			5310 430600	300	101000
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00*			5410 430830	300	101000
	2024-15799	10/01/24 BUDGET BUILDER	1,840.00			5710 430252	300	101000
43737		307 MORRISON MAIERLE, INC.	2,663.50					
	000258019	01/14/25 CONSTRUCTION ADMIN	2,663.50			5310 430600	952	101000
43738		480 FERGUSON WATERWORKS #1701	223.76					
	0913257-1	03/03/25 CI CURB BOX LID W/PLUG	223.76			5210 430500	200	101000
25465								

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43739		841 SAFEGUARD BUSINESS SYSTEMS	1,036.32					
	9007382837	03/22/25 CLAIM WARRANTS	617.26			1000 410540	200	101000
	9007382837	03/22/25 PAYROLL WARRANTS	350.98			1000 410550	200	101000
	9007382837	03/22/25 SHIPPING	68.08			1000 411200	200	101000
43740	E	1122 STOCKMAN BANK - BANK FEES	2,932.05					
	02/28/25	SERVICE CHARGE #0173	30.00*			5410 430830	300	101000
	02/28/25	SERVICE CHARGE #0486	30.00*			5410 430830	300	101000
	02/28/25	SERVICE CHARGE #5410	30.00*			5410 430830	300	101000
	02/28/25	RETURN W/S NSF ITEMS	688.34*			5410 430830	300	101000
	02/28/25	ACH FILE FEES & ENTRY ITEMS	40.85*			5410 430830	300	101000
	02/28/25	SERVICE CHARGE #34889	2,112.86*			5410 430830	300	101000
43741		1360 CIVICPLUS	6,940.00					
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.66			1000 411200	300	101000
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.66*			2565 430200	300	101000
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.66			5210 430500	300	101000
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.66			5310 430600	300	101000
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.66*			5410 430830	300	101000
	330467, 33	05/01/25 WEB PLATFORM & MUNICODE	1,156.70			5710 430252	300	101000
43743		999999 STEPHANIE RIDL	2,000.00					
	2025-02	03/26/25 CITY HALL CUSTOM ARTWORK	2,000.00			4010 470100	920	101000
43744		25 AUTO VALUE PARTS STORE	45.39					
	440118171	03/07/25 BATTERY DISCONNECT	45.39			5210 430500	200	101000
25495								
43746		1406 ACE HARDWARE	356.61					
	015562	03/17/25 BOXES OF ZIPLOCK BAGS	13.98			5310 430600	200	101000
25300								
	015566	03/17/25 BLACK PAINT	147.49			1000 460445	200	101000
25650								
	015666	03/21/25 SHOP VAC FILTER	24.99			5310 430600	200	101000
26001								
	015745	03/25/25 LEAF RAKES	89.96			1000 460430	200	101000
25422								
	015765	03/25/25 DRILL BIT	80.19			5310 430600	200	101000
25929								

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43747		581 H M CRAGG CO	6,172.24					
	CD99003586	03/28/25 CITY & FIRE HALL GENERATOR	731.27			1000 411200	300	101000
	CD99003587	03/28/25 SIDNEY WASTE WATER #2 GEN	1,412.90			5310 430600	300	101000
	CD99003590	03/28/25 WATER GENERATOR	1,838.89			5210 430500	300	101000
	CD99003589	03/28/25 WTP GENERATOR	930.73			5210 430500	300	101000
	CD99003588	03/28/25 WELL #11 GENERATOR	1,258.45			5210 430500	300	101000
43748	E	1038 WEX BANK	7,661.18					
	103800391	03/31/25 STREETS FUEL	744.43*			2565 430200	300	101000
	103800391	03/31/25 WATER FUEL	908.00			5210 430500	300	101000
	103800391	03/31/25 SEWER FUEL	1,007.98			5310 430600	300	101000
	103800391	03/31/25 SOLID WASTE FUEL	3,821.05*			5410 430830	300	101000
	103800391	03/31/25 PARKS FUEL	164.36*			1000 460430	300	101000
	103800391	03/31/25 SWEEPING FUEL	662.14			5710 430252	300	101000
	103800391	03/31/25 ICE & SNOW	353.22			2566 430251	300	101000
43749		1358 JOE JOHNSON EQUIPMENT	328.87					
	P02611	03/24/25 WATER FILL HOSE	328.87			5710 430252	200	101000
25928								
43750		35 LEE'S TIRE CENTER, INC.	479.00					
	163336	02/26/25 2 TIRES- (2008 CHEVY 3/4 TON)	424.00			1000 460430	200	101000
25545								
	163478	03/14/25 TIRE REPAIR	55.00			2565 430200	200	101000
25922								
43751		841 SAFEGUARD BUSINESS SYSTEMS	3,156.32					
	9007436370	03/28/25 CLAIM WARRANTS	1,578.16			5210 430500	200	101000
	9007436370	03/28/25 CLAIM WARRANTS	1,578.16			5310 430600	200	101000
43752		127 NORTHWEST INDUSTRIAL SUPPLY CO	956.00					
	1571334	03/24/25 CABLE SLING	956.00			5310 430600	200	101000
25649								
43753		59 HACH COMPANY	129.81					
	14437185	03/31/25 WATER SUPPLIES	129.81			5210 430500	200	101000
25500								
43754	E	1213 SIDNEY WATER DEPARTMENT	1,338.24					
	03/31/25	WATER BILL- MAR. 2025	582.72*		NA	1000 420400	340	101000
	03/31/25	SEWER BILL- MAR. 2025	755.52*		NA	1000 420400	340	101000

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43755		244 BADGER METER INC.	231.32					
	80191445	03/31/25 BEACON MOBILE HOSTING	115.66			5210 430500	300	101000
	80191445	03/31/25 BEACON MOBILE HOSTING	115.66			5310 430600	300	101000
43756		1408 PEAKS PLANNING & CONSULTING	4,950.00					
	3312025-3	03/31/25 MARCH 2025 PLANNING SERVIC	4,950.00*			1000 411030	300	101000
43757		536 DEPARTMENT OF REVENUE	50.00					
	4052622-00	03/21/25 NOTICE OF ASSEMENT PAYMENT	50.00			1000 411200	200	101000
43758		81 TRACTOR & EQUIPMENT CO	168.20					
	WLCS040174	03/17/25 COCOA MATS	168.20			2565 430200	200	101000
25550								
43759		50 SIDNEY RED-E-MIX, INC.	1,330.00					
	114496	03/14/25 READY MIX @ CITY SHOP	230.00			5310 430600	200	101000
	114499	03/18/25 READY MIX @ CITY SHOP	334.00			5310 430600	200	101000
	114501	03/21/25 READY MIX @ CITY SHOP	236.00			5310 430600	200	101000
	114504	03/25/25 READY MIX @ CITY SHOP	294.00			5310 430600	200	101000
	114507	03/27/25 READY MIX @ SOUTH SIDE OF PARK	236.00			5210 430500	200	101000
43760		458 POWER PLAN OIB	209.11					
	P3892208	03/04/25 AIR FILTERS (LOADER 544)	69.70			5310 430600	200	101000
25548								
	P3892208	03/04/25 AIR FILTERS (LOADER 544)	69.70			5210 430500	200	101000
25548								
	P3892208	03/04/25 AIR FILTERS (LOADER 544)	69.71			2565 430200	200	101000
25548								
43761		277 THE ROUNDUP	243.00					
	269673	03/03/25 MARCH AG ROUNDUP	55.00		NA	1000 410240	300	101000
	269707	03/05/25 PUBLIC HEARING	140.00		NA	1000 410240	300	101000
	269772	03/12/25 REQUEST FOR PRPOSALS	22.00			1000 410240	300	101000
	270064	03/26/25 WIELAND VARIANCE REQUEST	26.00			1000 410240	300	101000
43762		531 GLOBAL SAFETY NETWORK, INC.	25.00					
	0331210341	03/31/25 MISC. FINANCE CHARGE	25.00			5210 430500	300	101000
43763		165 TRI-COUNTY IMPLEMENT	3,495.73					
	R039951	03/28/25 TROUBLESHOOTING #414	3,495.73*			5410 430830	300	101000
25959								

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43764		27 JOHNSON HARDWARE	167.05					
	8911	03/05/25 GFCI OUTLET	22.99			5210 430500	200	101000
25492		9164 03/18/25 PAINT SUPPLIES	86.52			5210 430500	200	101000
25497		9165 03/18/25 WATER SUPPLIES	57.54			5210 430500	200	101000
25498		9170 03/18/25 RETURN GRAY ENAMEL	-52.99			5210 430500	200	101000
	9171	03/18/25 PAINT	52.99			5210 430500	200	101000
25724								
43765		350 ENERGY LABORATORIES INC	909.00					
	693020	03/04/25 SEWER SAMPLES	112.00			5310 430600	300	101000
	693482	03/20/25 WATER SAMPLES	114.00			5210 430500	300	101000
	694368	03/12/25 SEWER SAMPLES	345.00			5310 430600	300	101000
	695334	03/17/25 SEWER SAMPLES	112.00			5310 430600	300	101000
	695948	03/20/25 SEWER SAMPLES	114.00			5310 430600	300	101000
	696506	03/24/25 SEWER SAMPLES	112.00			5310 430600	300	101000
43766		249 MID-RIVERS COMMUNICATIONS	438.30					
	03/31/25	WATER- PHONE/INTERNET	73.05		NA	5210 430500	300	101000
	03/31/25	SEWER- PHONE/INTERNET	73.05		NA	5310 430600	300	101000
	03/31/25	CITY SHOP- PHONE/INTERNET	73.05*		NA	5410 430830	300	101000
	03/31/25	FIREHALL- PHONE/INTERNET	73.05*		NA	1000 420400	340	101000
	03/31/25	CITY HALL- PHONE/INTERNET	73.05		NA	1000 411200	300	101000
	03/31/25	SWIMMING POOL- INTERNET/PHONE	73.05		NA	1000 460445	300	101000
43767		77 RICHLAND COUNTY TREASURER	1,313.00					
	01/31/25	CRIMINAL CONVICTION	370.00		NA	7467 212300		101000
	01/31/25	LAW ENFORCEMENT SCHOOL	25.00		NA	7467 212300		101000
	01/31/25	TECHNOLOGY SURCHARGE	370.00		NA	7458 212200		101000
	01/31/25	VICTIM WITNESS SURCHARGE	548.00		NA	2917 212500		101000
43768		56 BUILDERS FIRSTSOURCE	1,740.91					
	99496642	03/07/25 HF PERM (STORM DRAIN)	161.20			5310 430600	200	101000
25918		99503330 03/10/25 HF PERM (STORM DRAIN)	54.76			5310 430600	200	101000
25919		99512268 03/11/25 TONGUE & GROOVE	420.00			5310 430600	200	101000
25921		99528265 03/14/25 SCREWS & HF PERM BORARD	252.19			5310 430600	200	101000
25924		99545944 03/19/25 HF PERM (STORM DRAIN)	54.76			5310 430600	200	101000
25925								

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	99550424	03/20/25 ANCHOR BOLTS	79.98			1000 460445	200	101000
25955								
	90839313	03/21/25 RETURN SOME BOARDS	-49.80			1000 460445	200	101000
RETURN								
	90839423	03/21/25 RETURN OSB BOARDS	-42.00			1000 460445	200	101000
RETURN								
	99555501	03/21/25 SHEETS OF PLYWOOD	534.00			1000 460430	200	101000
25421								
	99555523	03/21/25 OSB BOARDS	252.00			5310 430600	200	101000
25927								
	99577649	03/26/25 LUMBER	23.82			5210 430500	200	101000
25725								
43769		39 NORTHWEST PIPE FITTINGS, INC.	26.58					
	6311962	03/25/25 TOLIET URINAL PARTS	26.58			1000 460430	200	101000
25423								
43770		1180 KIWANIS CLUB OF SIDNEY	230.00					
	03/31/25	MEMBER DUES- NORBY	115.00			1000 411200	300	101000
	03/31/25	MEMBER DUES- KRAFT	115.00			1000 410210	300	101000
43771		1114 PINE COVE	1,350.00					
	23766C	04/01/25 MONTHLY BILLING- MARCH 2025	1,050.00*			5410 430830	300	101000
	23765C	04/01/25 RESTORE FEE	300.00*			5410 430830	300	101000
43772		1361 HEALTHY IS WELLNESS LLC	4,320.00					
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			5210 430500	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			5310 430600	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00*			5410 430830	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00*			1000 460430	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			1000 420100	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00*			1000 410540	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			5710 430252	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			1000 420400	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			1000 420531	300	101000
	INV301278	03/31/25 HEALTH BEHAVIOR CHANGE PROG	432.00			1000 410550	300	101000
43773		332 BORDER STEEL & RECYCLING, INC.	979.21					
	42333	03/10/25 ANGLE IRON (STORM DRAIN)	138.41			5310 430600	200	101000
25920								
	42384	03/14/25 BLACK PLASTIC DOUBLE WALL	446.40			5310 430600	200	101000
25923								
	42395	03/12/25 MISC. PIECES FOR DOOR	394.40			1000 460445	200	101000
25648								

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43774		47 SIDNEY CARBURETOR & ELECTRIC	725.50					
	384610	03/05/25 BATTERIES FOR GENERATOR	525.00			5210 430500	200	101000
25493								
	384612	03/05/25 BATTERY FOR GENERATOR	175.00			5210 430500	200	101000
25494								
	384740	03/21/25 FUEL FOR PUMP	25.50			5310 430600	200	101000
25865								
43775	E	492 USDA RURAL DEVELOPMENT	3,767.00					
	05/18/25	PRINCIPAL- MAY 2025	1,861.03			5210 490520	610	101000
	05/18/25	INTEREST- MAY 2025	1,905.97			5210 490520	620	101000
43776		1482 ALLSTATE PETERBILT OF WILLISTON	123.66					
	4404328015	03/31/25 FULE FILTERS #414	123.66			5410 430830	200	101000
25962								
43777		3 MONTANA DAKOTA UTILITIES	29.84					
	03/31/25	WATER TOWER	29.84			5210 430500	300	101000
# of Claims 59			Total: 99,989.46					
Total Electronic Claims			16,594.56	Total Non-Electronic Claims		83394.90		

City Council Meeting 4-7-25

RC2025-03	ON HOLD
RC2025-06	ON HOLD
RC2025-10	ON HOLD
RC2025-14	ON HOLD
RC2025-15	Cody Nichols
RC2025-16	ON HOLD
RC2025-17	Brian Cummins (BLOOM)
RC2025-18	Brian Cummins (BLOOM)
RC2025-19	QCC Holding INC
RC2025-20	ON HOLD
RC2025-21	Kringen Family
2025-002	ON HOLD
2025-005	ON HOLD
2025-009	ON HOLD
2025-021	ON HOLD
2025-026	ON HOLD
2025-027	ON HOLD
2025-031	ON HOLD
2025-044	ON HOLD
2025-050	ON HOLD
2025-051	Janet Martineau
2025-052	Sidney Health Center
2025-053	ON HOLD
2025-054	Gerlad Rhines
2025-055	Etal Gonzalez
2025-056	Brad Fox