



City of Sidney, MT
City Council Regular Meeting
July 18, 2022 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: 861 8734 0950 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 Regular Meeting Minutes 7-5-22
 - b. Police and Fire Committee Meeting Minutes 7-5-22
5. Visitors
 - a. Jason Schrader-Dogs Running at Large
6. Public Hearing
7. Mayor Norby
8. Committee Meeting Work
 - a. Police and Finance-Approve FY22-23 Payroll Resolution (recommendation, resolution to follow on agenda)
 - b. Police and Fire-Updating Police Pay Scale (recommendation and motion)
9. Alderman Requests and Committee Reports

Parks and Recreation – Chairman Difonzo – Godfrey, Christensen | Water and Sewer – Chairman Koffler – Godfrey, Rasmussen

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

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

Budget and Finance – Chairman Christensen – Rasmussen, Godfrey

10. Unfinished Business
11. New Business
 - a. Solberg-Rodier Variance
12. City Planner
13. City Attorney
 - a. Resolution #3883-Setting FY22-23 Payroll
14. Chief of Police
 - a. June 2022 PD Report
15. Public Works Director
 - a. June 2022 PD Report
 - b. Nielson Halvorson Change Order 1
 - c. Morrison Maierle Amendment 4 to Task Order 12
 - d. WWTP P3 Draw #33 (Nielson Halvorson) for \$126,418
 - e. FEMA Grant for North and South Meadow
16. Fire Marshal/Building Inspector
 - a. June 2022 Fire Run Report
17. City Clerk/Treasurer
 - a. June 2022 JV Report
 - b. Richland County Fair Buttons for City Employees ($\$5.00 \times 79 = \395.00)
18. Consent Agenda
 - a. Claims to be approved: \$344,359.80

b. Building Permits to be approved:

2023-001	Weston Bauer	2735 Niehenke Drive	New Home	L9, B3, Mayo Sub
2023-002	Marlys Binder	1212 9th Ave SW	Deck	L3, B4, Peterson 1st Sub
2023-003	John Roth	515 East Holly	Shed	L1, B2, Kenoyer
2023-004	Paul Tjelde	334 21st Ave NW	Fence	Fairgrounds Add Lot 31

19. Adjournment



City of Sidney, MT
 City Council Regular Meeting
 July 05, 2022 6:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 826 5725 9839 Passcode: 4332809 Call: 1-346-248-7799

1. Call to Order

2. Pledge of Allegiance

The Pledge of Allegiance was stated by all present.

3. Aldermen Present

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

4. Correction or Approval of Minutes

a. City Council Regular Meeting 6-20-22

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Godfrey.

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

b. Park and Rec Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderman DiFonzo.

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

c. Police and Fire Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman DiFonzo.

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

d. Water and Sewer Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderwoman Rasmussen.

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

e. Budget and Finance Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Godfrey.

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

5. Visitors

a. Sam Ebadzad Sahraei-Food Truck in Peterson Park-Charge for electric used and \$50/month for garbage services

Mr. Ebadzad Sahraei came before City Council to ask for permission to put his food trailer in Peterson Park. PWD Hintz stated we have electricity with a meter there for him to use and pay the City for which is by where the bridge is at. Mr. Ebadzad Sahraei stated this will only be during fair weather, once it turns, he will be pursuing something else. Alderman DiFonzo asked how long they are asking to have this and if he will be returning each year. Clerk/Treasurer Chamberlin stated she would prefer they approve it through the end of the summer and Mr. Ebadzad Sahraei stated he will return each year for permission. PWD Hintz stated he asked Mr. Ebadzad Sahraei to pay for the electrical use \$100 for the summer months and \$50 a month in garbage services. Mr. Ebadzad Sahraei stated he is insured.

Motion was made to approve with PWD Hintz pricing.

Motion made by Alderwoman Godfrey, Seconded by Alderwoman Christensen.

In discussion Alderwoman Rasmussen stated she would like to see an official process with an agreement in place to make sure this situation does not turn. Clerk/Treasurer Chamberlin stated she can draft an agreement and have City Attorney Kalil review.

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

Others Present: Marvin Cordwell-Morrison Maierle (project representative for the Nielson Halvorson Sewer Project)

6. Public Hearing

Nothing

7. Mayor Norby

Nothing.

8. Committee Meeting Work

a. Water and Sewer Committee Meeting-Nielson-Halvorson Waterline Replacement
(recommendation and motion)

Alderwoman Godfrey stated the Water and Sewer Committee met and discussed the need to relocate the water line to meet DEQ standards, with Tony Hanson doing the work for \$78,875.00.

Motion was made to approve this project and expenditures.

Motion made by Alderwoman Godfrey, Seconded by Alderwoman Rasmussen.

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

b. Water and Sewer Committee Meeting-FY22-23 Water and Sewer Budgets (recommendation, no motion until passing the budget)

Alderwoman Rasmussen stated the Water and Sewer Committee met and reviewed the water and sewer budgets for FY22-23 with the proposed expenditures.

c. Budget and Finance Committee Meeting-Library Mill Levy (recommendation and motion to move forward with amending City/County contract)

Alderwoman Christensen stated the Budget and Finance Committee met with a representative with the library and after discussion they are recommending increasing the allocation to the Library to \$130,000 and moving forward with amending the contract.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Rasmussen.

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

- d. **Budget and Finance Committee-FY22-23 Oil and Gas Fund and Donations** (recommendation, motion with passing of budget)

Alderwoman Christensen stated the Budget and Finance Committee met and reviewed the Oil and Gas Fund and its donations, the only change this year being to cut the donation to Economic Development to \$8,500 from \$10,000.

9. Alderman Requests and Committee Reports

Parks and Recreation – Chairman Difonzo – Godfrey, Christensen | **Water and Sewer** – Chairman Koffler – Godfrey, Rasmussen

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

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

Budget and Finance – Chairman Christensen – Rasmussen, Godfrey

Nothing.

10. Unfinished Business

Nothing.

11. New Business

Nothing.

12. City Planner

a. Planning Board Meeting-July 19th, 2022

Clerk/Treasurer Chamberlin stated the Planning Board will be meeting on July 19th, 2022 and the agenda is posted on the front window.

13. City Attorney

a. Ordinance 595-Updating Building Codes

City Attorney Kalil read Ordinance 595, updating the building codes, for the second reading.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Rasmussen.

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

b. City/County Agreements-Fire Marshal and Building Inspector

City Attorney Kalil stated the City has 2 agreements authorizing Mr. Rasmussen to work within both the City and County. He stated the agreements have expired and he will be amending the contract to extend the service time making it retroactive and presenting to the County Commissioners. FM/BI Rasmussen stated without these agreements he is working outside his jurisdiction and without an agreement in place the City and himself could be held liable. He stated in discussions with the County Commissioners, they like him doing that work and should approve moving forward with it.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Godfrey.

Voting Yea: Alderman DiFonzo, Alderwoman Godfrey, Alderwoman Christensen

Voting Abstaining: Alderwoman Rasmussen

14. Chief of Police

Chief Kraft stated they thankfully had a pretty uneventful 4th of July with minimal complaints.

15. Public Works Director

PWD Hintz stated with the Nielson Halvorson project there was 2 basements flooded this last weekend. He stated the contractor's insurance will be covering the costs. He stated the water main is installed and the street is reconstructed, if the weather cooperates, they will start paving this month. PWD Hintz stated he was able to purchase garbage cans from the Town of Richey who is no longer providing garbage services. He stated this saved the city money. He stated the 4th Ave project is moving forward nicely, with the project anticipated to be done by the end of July.

a. East Main Water Depot

PWD Hintz provided the City Council with the 2011 agreement with East Main Water Depot. He stated he has received two complaints in the last couple of weeks with other complaints previously that trucks are coming in in the middle of the night making a lot of noise. He stated that in their agreement there are things that they agreed to but have not done, such as them existing across curb and gutter instead of having an established exit, they have not paved the lot causing debris on the streets. He stated to amend the agreement the City must give 6 months' notice. He stated they have been issued letters of complaints and numerous others that they have ignored. PWD Hintz stated they have drilled their own well and so they do not purchase water from the City. Alderman DiFonzo stated he would like to see a letter sent telling them to fix the sidewalk and curb and gutter and that we are terminating the contract. Alderwoman Rasmussen stated she feels they would be in breach of contract and we should be able to move forward. Alderwoman Godfrey asked how this solves the noise complaints and Mayor Norby stated they would fall under the noise ordinance for nuisance.

Motion was made to send a letter terminating the agreement and have them replace the curb and gutter.

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

16. Fire Marshal/Building Inspector

FM/BI Rasmussen stated it was a pretty calm 4th of July with 2 calls for dumpster fires and one dumpster that burned to nothing that was not called in.

17. City Clerk/Treasurer

a. ARPA Funding-2nd tranche received of \$790,784.75 (total received \$1,581,569.50)

Clerk/Treasurer Chamberlin stated the City received their second tranche and final payment for the ARPA funding, making the total received \$1,581,569.50, which they are looking at using for the City Hall Remodel project. She stated they have a meeting with the architect tomorrow at 1pm to review the first set of proposed plans for the remodel if anyone is interested in attending.

18. Consent Agenda

Motion was made to approve the consent agenda.

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

a. Claims to be approved: \$156,962.76

b. Building Permits to be approved:

2022-093	Bible Baptist Church	502 S Central	Remodel	L1-4, B54, Kenoyer
2022-094	JC Youngquist	2675 3rd St NW	Fence	L01A, B4, Mayo Acres
2022-095	Everett Crum	1281 14th St SW	Shed	M&B TR in SWSE

19. Adjournment

at 7:12pm.



City of Sidney, MT
 Police and Fire Committee Meeting
 July 05, 2022 5:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 859 1155 2402 Passcode: 4332809 Call: 1-346-248-7799

Alderman Present: Godfrey, DiFonzo, Christensen

Others Present: Mayor Norby, Clerk/Treasurer Chamberlin

1. New Business

a. FY22-23 Payroll

Chief Kraft presented his updated FY22-23 payroll proposal. He stated that Clerk/Treasurer Chamberlin provided him with parameters she was trying to work within for the general fund and based on those he came up with his proposed raises for the police department. He stated the starting rate is at the 95% of the Bakken rates he had presented previously, but also increasing skilled officers who provide value to the City with losing one position. He stated this is an overall increase to his payroll budget from last fiscal year of 3.5%.

Alderwoman Christensen stated she still have issues with those high of percentage raises at one time. Chief Kraft stated the officers are doing the same rate of work/offenses as communities nearby, and although a different tax structure they know they are doing the same work for less pay. He stated it makes it hard for them to purchase a home and put roots into the community. He stated that they could go east and make a lot more money so this is a way to recognize their commitment, and this is a market adjustment not just an annual raise. He stated he understands after this, there is not much room to work with within the tax revenue, it would be a onetime adjustment and then not again.

Mayor Norby stated everyone is grateful for the police officers, but he has to agree with them being too high. He stated he is worried this is too much and it could jeopardize the general fund. Chief Kraft stated this would be less of an increase than 5.9% with keeping the one position and Mayor Norby stated he feels 5.9% without the open position. Chief Kraft stated other departments overall increases were higher than the 3.5% of the previous year. Clerk/Treasurer Chamberlin stated the 3.5% is because of losing the one position.

Alderman DiFonzo asked what a 10% across the board would look like for the market adjustment. Chief Kraft stated the starting wage would be at the market he is looking at, but the difference in the wages of the positions is where there is the discrepancies. Clerk/Treasurer Chamberlin stated that by applying the COLA each year to the base rate decreases those gapes. She further explained the parameters that she gave to Chief Kraft and where she was figuring the general fund balance.

Alderman DiFonzo stated the basic increase is 12% with the pay scale increases approved 2 years ago. He stated he can't guarantee what we can do in the future, probably not being able to do much more in the future.

Mayor Norby stated he is concerned with the future of the housing market, sugar beets and the state of the factory, the affect dropping house values and many more things that could happen because of the state of the world, he is concerned about putting this much pressure on the general fund. Clerk/Treasurer Chamberlin stated the fear of the future with the limitations of the general fund and the little bit of wiggle room is what Mayor Norby is meaning.

Motion was made to recommend approval the payroll as provided.

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

Adjourned at 5:58pm.

6-3-7: RUNNING AT LARGE PROHIBITED:

Item a.

A. Every person who owns, keeps or harbors any dog who knowingly permits such dog to run at large upon the public thoroughfare, upon school grounds, other public property or any property of another without consent is guilty of maintaining a public nuisance and is therefore guilty of a misdemeanor. (Ord. 347, 5-16-1983)

B. Every person having under his control any female dog in heat (i.e., in the oestrual period) shall confine such dog in a house, garage or other building, and in such a manner as to eliminate the congregation of other dogs in the immediate vicinity of the female. Any such female dog not so confined is a public nuisance, and the owner or other person in control of such dog is guilty of maintaining a public nuisance and is therefore guilty of a misdemeanor. The poundmaster or any policeman shall immediately abate every such nuisance by impounding such dog.

C. Every person who shall keep, feed, harbor or allow to stay about any premises occupied or controlled by him, any dog which by loud and continuous barking, howling or yelping constitutes an annoyance or disturbance to the neighborhood or to any considerable numbers of persons is guilty of maintaining a public nuisance and is therefore guilty of a misdemeanor.

D. It is declared a public nuisance for a dog or other animal to destroy property or other pets, to bite, or chase after persons not trespassing on the property of the animal's owner.

E. Any person aggrieved by a nuisance animal may file a complaint in the police court, charging the owner with the violation of this section. (Ord. 253, 3-19-1973, eff. 4-18-1973)

F. Upon a third conviction under this section, the nuisance animal may, upon order of the city judge, be seized and taken up and put to death. (Ord. 347, 5-16-1983)

Sidney Police Department

FY21-22

Officer	Base = years 1-2		
Starting	\$ 26.40		
1-2 years	\$ 26.91		
3-5 Years	\$ 28.26	Base + 5%	
6-7 years	\$ 28.79	Base + 7% <--Corporal	
8-10 years	\$ 29.33	Base + 9%	
10 years +	\$ 29.87	Base + 11%	

FY22-23 (proposed)

Officer	Base = years 1-2		
Starting	\$ 28.50		
1-2 years	\$ 29.00		
3-5 Years	\$ 31.64	Base + 9%	
6-7 years	\$ 32.82	Base + 13%	
8-10 years	\$ 33.73	Base + 16% <--Corporal	
10 years +	\$ 34.05	Base + 17%	

Approved w/ FY 20-21
payroll.



City of Sidney, MT
 Zoning/Board of Adjustment Meeting
 July 13, 2022 8:00 AM
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 810 6367 8008 Passcode: 4332809 Call: 1-346-248-7799

Board Members Present: Adam Smith, Terry Meldahl, Adam Smith, Justin Jones

Others Present: BI/FM Rasmussen, Clerk/Treasurer Chamberlin, Mr. and Mrs. Rodier

1. **New Business**

a. **Solberg Variance**

The Public Hearing for the Solberg Variance was opened at 8:04 am by Vice Chair Jones. The variance is to allow them to have a sunroom that needs a 6-foot right side corner variance. Vice Chair Jones called for any proponents, three times, with none coming forward. Vice Chair Jones called for any opponents, three times, with none coming forward. Clerk/Treasurer Chamberlin stated that the only contact she has had with residents that received letters was in favor of the variance, with none making an official comment.

Mr. Jones asked where on the property they would like to have the sunroom in comparison to the sun cover they have, and Mr. Rodier stated it would be in the garden area. Mr. Meldahl asked if they have had it surveyed to know if the edge of the sidewalk is the property line and Mr. Rodeir stated he has found the property pins and they are 10 inches inside the sidewalk, with the drawings being from the property pins not the sidewalk. Mr. Jones asked how large of a right-of-way this street has and Mr. Meldahl stated it is an 80-foot right of way in this part of town. Mr. Meldahl stated he believes the fence in the front yard and the garage are already not meeting city code, specifically the garage is only 8-feet instead of 10. BI/FM Rasmussen stated the garage and fence are existing and if the garage comes down it will have to meet code to be permitted. Mr. Meldahl asked if this includes the fence as it seems to obstruct visibility and fences above 3 feet are not allowed in front yards. Mr. Jones stated with this street having a boulevard they have more of a line of sight. Mr. Jones asked if the covered walkway is included in the covered roof area for lot coverage, which if that is included it could cause a violation of that code and that he wants to make sure everything is calculated accordingly. Mrs. Rodier stated it is a pergola, not completely covered by a roof and is open to the sky as the code requires to be considered yard space. Mr. Rodier stated the garage was permitted as is when they built it.

Mr. Jones asked with the new structure being further to the north, will it impede sight further than the existing fence and Mr. Meldahl stated he feels the sunroom will be far enough back, being almost 40-feet, to not obstruct the corner. Mr. Meldahl stated he feels any issues should be cleared up when they are requesting a variance, which if everything was permitted the issues, he has brought up are fine at this time. PWD Hintz asked if they should put a condition on the variance that they must bring the fence into current standards and be under 3-feet and Mr. Meldahl stated the city code states they can recommend approval with conditions. Mr. Rodier stated the fence was not permitted and Mrs. Rodier stated it was not meant to be a fence, it is a trellis from the house used for greenery. Mr. Jones asked who would check sight-triangles on the structure for leaving the alley and PWD Hintz stated the location it would be out of the sight triangle for both the alley and the street. FM/BI Rasmussen stated he does not feel it will cause any issues with sight triangles, especially with the existing structures.

Motion was made to approve the 6-foot corner variance requested with the condition that the front yard fence is brought into compliance with current city code.

Motion made by Hintz, Seconded by Smith.

Voting Yea: Smith, Jones, Meldahl, Hintz

The Public Hearing was closed and the meeting adjourned at 8:32 am.



Montana's Sunrise City

APPLICATION FOR A VARIANCE WITHIN THE CITY OF SIDNEY

The undersigned hereby makes application for a variance pursuant to Chapter 11.22.48 of the Sidney Zoning Ordinance

Name of Property Owner: Lynda L. Solberg-Rodier AND Peter H. Rodier

Name of Applicant: Lynda L. Solberg-Rodier AND Peter H. Rodier

Address of Applicant: 403 3rd Ave S.E Sidney, MT 59270

Phone Number of Applicant: 406-488-8229, cell. Lynda 406-480-9667

Legal Description of property: Lot 001 Block 028, original Townsite 033, T23N, R 59E,

Current Zoning: Residential - R3

Land Area: 7000 sq. foot lot

Variance request if for the following reasons: To build a sun room on the North Side of existing home. See contractor drawings. Proposed sun room would be within existing sidewalk; Total sq. ft. of addition 1426.

In addition to the above, submit a plot plan drawn to scale on paper not larger than 11" x 17" which includes all existing and proposed structures and proposed variance measurements, a list of names, mailing addresses, and labels of all property owners within 300ft of the subject property and a \$500 filing fee. The application will not be considered complete until all information is submitted.

Procedure

The Board of Adjustment is assigned authority to hear, consider and make recommendations to the Mayor and City Council on whether to approve, approve with conditions or disapprove applications on Variance application. These applications are reviewed and decided pursuant to procedures in Section 11.21.48 Procedures for Decisions by Planning Board/Zoning Commission of Board of Adjustment.

Standards

Approval of a Variance shall require the Board Of Adjustment making each of the following Finding of Fact. Please write a short explanation why you feel your project meets these requirements. All seven must be met

- 1. Special Conditions

There are special circumstances or conditions that are peculiar to the land or building for which the Variance is sought that do not apply generally to land or buildings in the neighborhood; and

Four horizontal lines for handwritten explanation.

1. Special Conditions

Synda Solberg-Rodier

Item a.

Variance application

The special circumstance for our property is that a 6 foot side set-back variance is required to build a sunroom addition to allow comfortable living on a single-level for aging inhabitants, who desire to continue to live in their home.

2. Not a result of applicant.

The conditions of the property have not resulted from an act of the applicant but are a result of the original size of the property purchased in 2000.

3. Strict application unreasonable:

The strict application of the ordinance would prevent the applicant from living comfortably in present home with undo exposure and risk of serious injury by utilization of steep stairs to access space utilized in the basement as a guest room and hobby center.

4. Necessary to provide reasonable use:

It is reasonable to expect to utilize all land available to build adequate living quarters for extended living in one's own home and pursuing hobbies and living space on one level, to accommodate the aging process.

5. Minimum Variance:

The 6 foot side set-back variance would allow the designed structure to be completed and not be beyond or obstruct the existing sidewalk on the North side of the property.

6. Not injurious:

Granting this 6 foot side set-back variance would not be injurious to the neighbors in anyway. The public would not be affected except by the added aesthetics of the addition to the existing structure.

7. Consistent with Ordinances

Item a.

Granting the variance is consistent with purposes and intention of codes stated in the application; and meets the residential planning land use and does not exceed the 40% lot coverage.

City of Sidney



Montana's Sunrise City

- 2. Not Result of Applicant
The special circumstances or conditions have not resulted from an act of the applicant or been established to circumvent this Ordinance; and

- 3. Strict Application Unreasonable
Due to the special circumstances or conditions, the strict application of the Ordinance would deprive the applicant of reasonable use of the land or building or create an undue hardship on the landowner; and

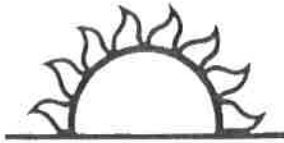
- 4. Necessary to Provide Reasonable Use
Granting the Variance is necessary to provide a reasonable use of the land or building; and

- 5. Minimum Variance
The Variance is the minimum variance necessary to allow a reasonable use of the land or building; and

- 6. Not Injurious
Granting the Variance will not be injurious to the neighborhood or detrimental to the public welfare; and

City of Sidney

Item a.



Montana's Sunrise City

7. Consistent with Ordinance

Granting the Variance is consistent with the purposes and intent of this Ordinance. Code States:

"11.1.30 PURPOSES AND INTENT

The purposes and intent of this Zoning Ordinance are to:

11.1.31 PURPOSE

Promote the health, safety and general welfare for the citizens of Sidney; and

11.1.32 INTENT

Implement the policies, goals and strategies of Sidney Growth Policy."

A variance to Allowed Uses of zoning district is prohibited.

I hereby certify that the above information is true and correct for the above described property.

Lynda Solberg Rodier *Phil A Rodin*

Applicant Signature

For Office Use Only

Date Filed: 6/22/22 Filing Fee: \$500-

Vote (3 yes votes are required to grant a variance)

____ Yes _____ No _____
____ Yes _____ No _____
____ Yes _____ No _____
____ Yes _____ No _____
____ Yes _____ No _____

Zoning - 7/13/22
Council - 8/1/22

Board decision to approve/deny request/and or conditions of approval: _____

Chairperson Signautre: _____

Sidney/Richland

Application/Building Plan Proposal

The following are the minimum construction documents needed to review your proposed building project. Additional information or changes may be required during the plan review process to ensure the project meets the minimum construction standards as adopted by Sidney /Richland. Please note: complex projects or commercial projects may require a design professional(s).

Site/Plot Plan. This drawing is a bird's eye view of the building site showing the size of the lot, location of the proposed new building(s) or additions, sidewalks, landscaping and any existing structures. Indicate North on this plan along with any abutting streets or alleys.

Foundation Plan/Details. Show footing, isolated footing, piers, foundation wall and slab dimensions. Indicate reinforcing steel (rebar) size and location; anchor bolt size and location; hold down size and location.

Floor Plan. An overhead view of the building envelope indicating interior/exterior walls; interior/exterior stairways; interior/exterior door and glazing (window) openings; interior/ exterior stairways; exit lights and exit illumination; location and size of portable fire extinguishers; and the use of each room. Header or beam sizes for openings can be included on this drawing.

Reflected Ceiling Plan. Locate ceiling light fixtures and openings for mechanical penetrations.

Wall Section/Details. A cutaway view of the interior/exterior walls showing floor, wall and roof framing member size and spacing including any interior/exterior beam size and location. Floor, wall and roof sheathing thickness; insulating materials and R-values; interior and exterior finish materials; roofing materials. An engineered drawing will be required for pre-manufactured floor or roof trusses.

Prefabricated Steel Buildings. Engineered drawings will be required for prefabricated steel buildings.

Fire Suppression Systems. Any building in which an automatic fire suppression system is installed must have construction drawings and specifications prepared by a licensed engineer.

Elevations. This drawing will show the height and appearance of the proposed building.

Energy Calculations. Provide calculations indicating the building envelope, lighting heating and cooling energy performance.

Provide a minimum two complete sets of plans along with a completed Sidney/Richland Building Permit Application. Plans will not be reviewed until the review fee has been received. Anticipate up to sixty days for review.

APPLICATION FOR A RESIDENTIAL BUILDING PERMIT
WITHIN THE CITY LIMITS OF THE CITY OF SIDNEY

Name of Applicant: Lynda L. Solberg-Rodier AND Peter H. Rodier
Owner of Property: (land) Lynda L. Solberg-Rodier AND Peter H. Rodier
Address of Applicant: 403 3rd Ave S.E. Phone Number: 406-480-9667 or 406-488-8229
Nature of Permit: To Build Sunroom on The North Side of existing home.
Location of Building: Existing home: 403 3rd Ave S.E.
Legal Description: Lot: 001 Block: 028 Addition: _____

Sidney Original Townsite 533 T23 N, R59 E, Lot 1 Blk-28

The following information is to be provided with this application before a building permit for a new structure (larger than eighty (80) square feet) or addition to an existing structure may be obtained:

- 1. _____ SITE PLAN: plan should show: see back of application for detailed checklist
 - A. Property Lines
 - B. Street & Alley right-of-ways
 - C. Exterior dimensions of building
 - D. Set backs (distances) from property lines to building roof overhang

- 2. _____ CONTRACTOR:
 - A. Proof of Montana Contractor License Yes No _____
 - B. Proof of Liability Insurance Yes No _____
 - C. Proof of Worker's Compensation Coverage Yes No _____
 - D. State Plumber Permit (required) Yes _____ No
 - E. State Electrical Permit (required) Yes No _____

no plumbing to be installed

F. As the homeowner, it is your responsibility to ask for the above items; if the contractor does not have the above insurances or permits, you become responsible for "on the job" accidents.

- 3. _____ DRAINAGE:
 - A. Single family residences should have a minimum of 5% slope to the front or rear of the property. Example: a home would need 21 inches of elevation for the ground level at the foundation to the top of the street curb if the residence is located 35 feet from the curb (.05 x 35 = 1.75 feet or 21 inches)
 - B. Multiple family or apartment complexes may be required to submit a detailed drainage plan.

- 4. _____ SANITARY SEWER & WATER SERVICE: (connection fees will be determined at time of permit)
 - A. Will this connection require a new water connection fee? Yes _____ No
 - B. Will this connection require a new sewer connection fee? Yes _____ No

- 5. _____ FLOOD ZONE:
 - A. Is this site in a flood zone? Yes _____ No

**If yes, the local floodplain administrator must review the plans.

- 6. _____ REVIEW: Review by the Sidney Public Works Department is required before a building permit is issued if:
 - A. The permit is for new construction on an unoccupied parcel. A parcel is considered unoccupied if a previously existing building has been removed.
 - B. The construction will include additional water or sewer facilities.
 - C. The construction includes curb and gutter, driveway or sidewalk work within the street right or way.

Signature: Lynda L. Solberg-Rodier, Peter H. Rodier
Property Owner/Applicant

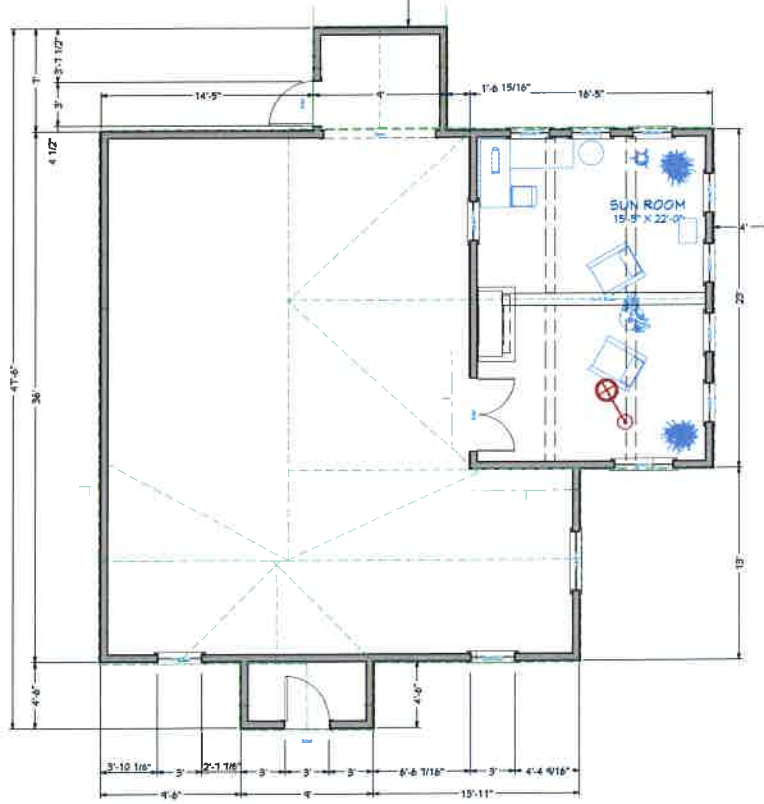
Director of Public Works _____ Approved _____ Denied _____
Date _____

SPECIAL PROVISIONS: A VALID BUILDING PERMIT MUST BE OBTAINED BEFORE CONSTRUCTION CAN BEGIN.

Alley

Item a.

4th Street



RODIER
1471 SQ FT

7000 square foot lot

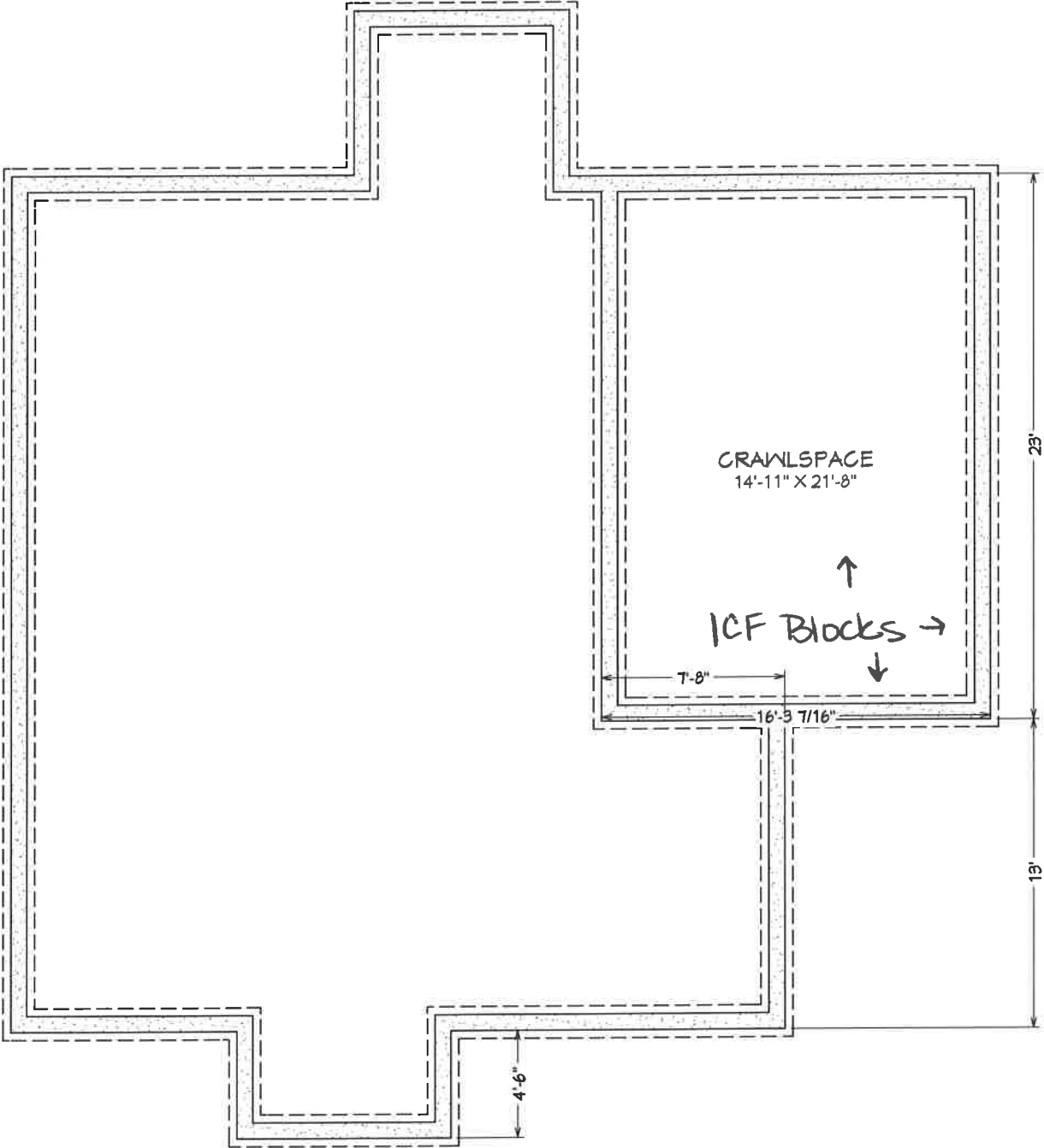
Total
56 ft w/ Proposed
Addition
1426

Garage = 1200

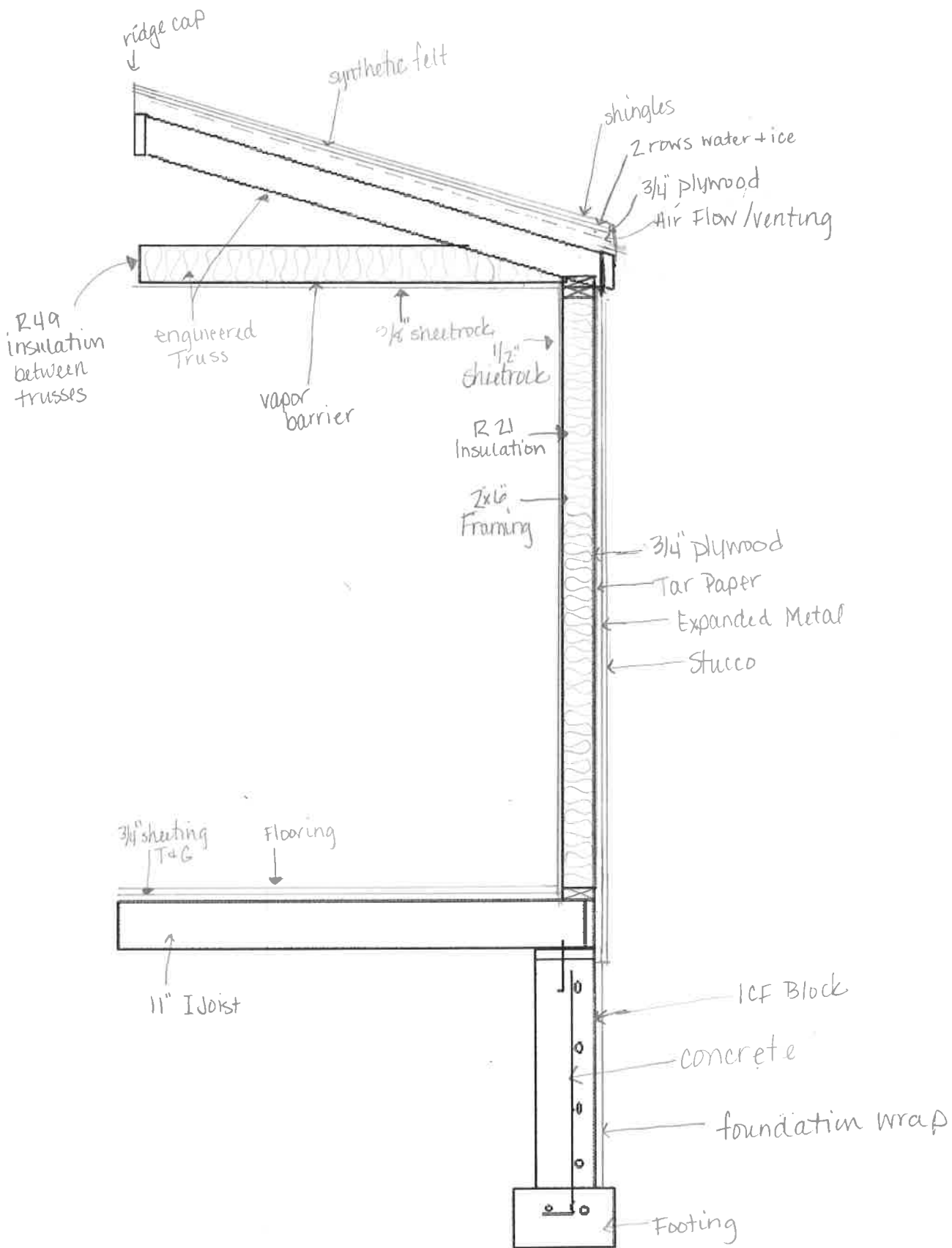
1426
1200
2626 sqft

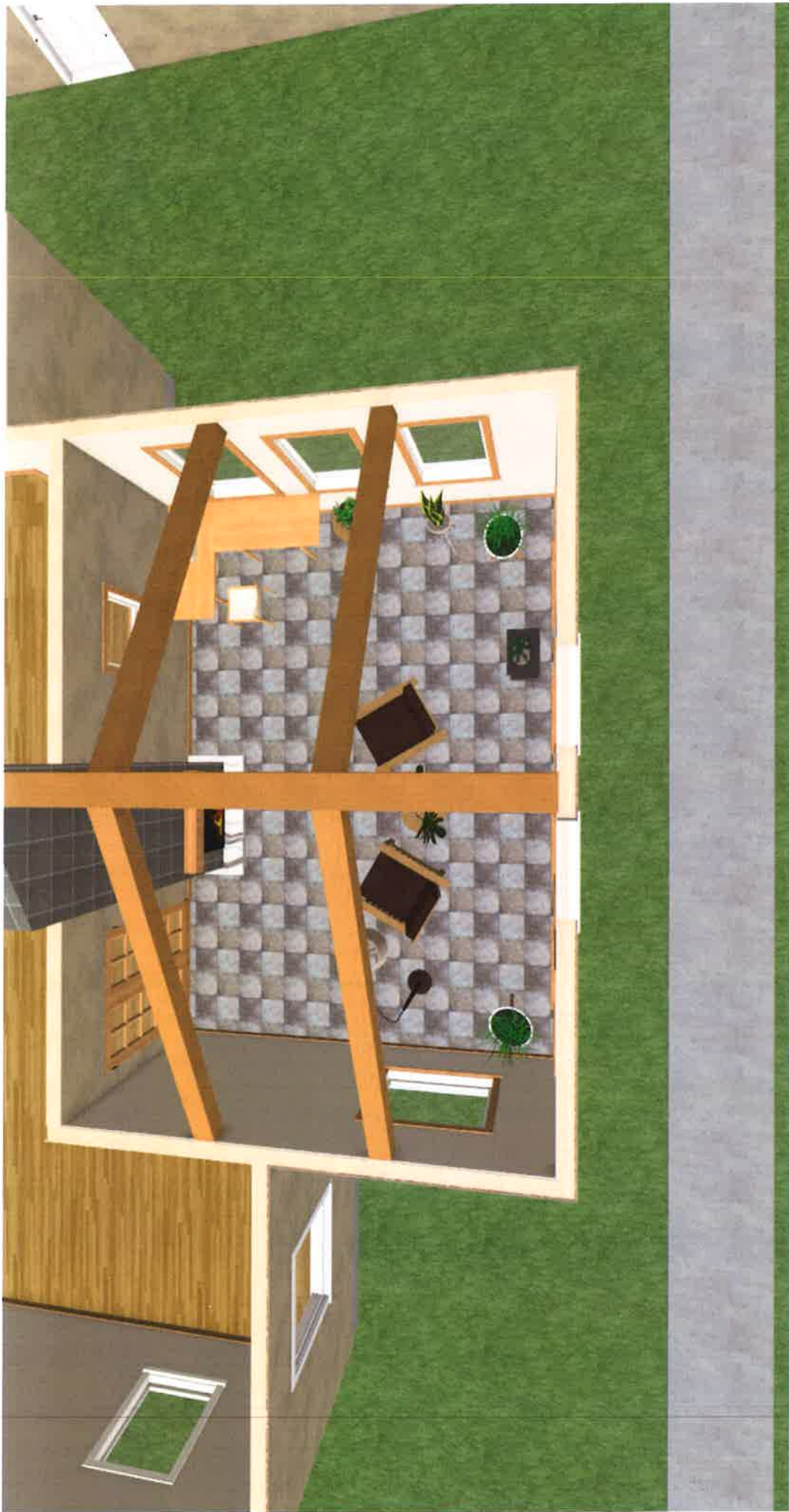
3rd Ave

40% lot coverage
2800 sqft



LIVING AREA
1474 SQ FT

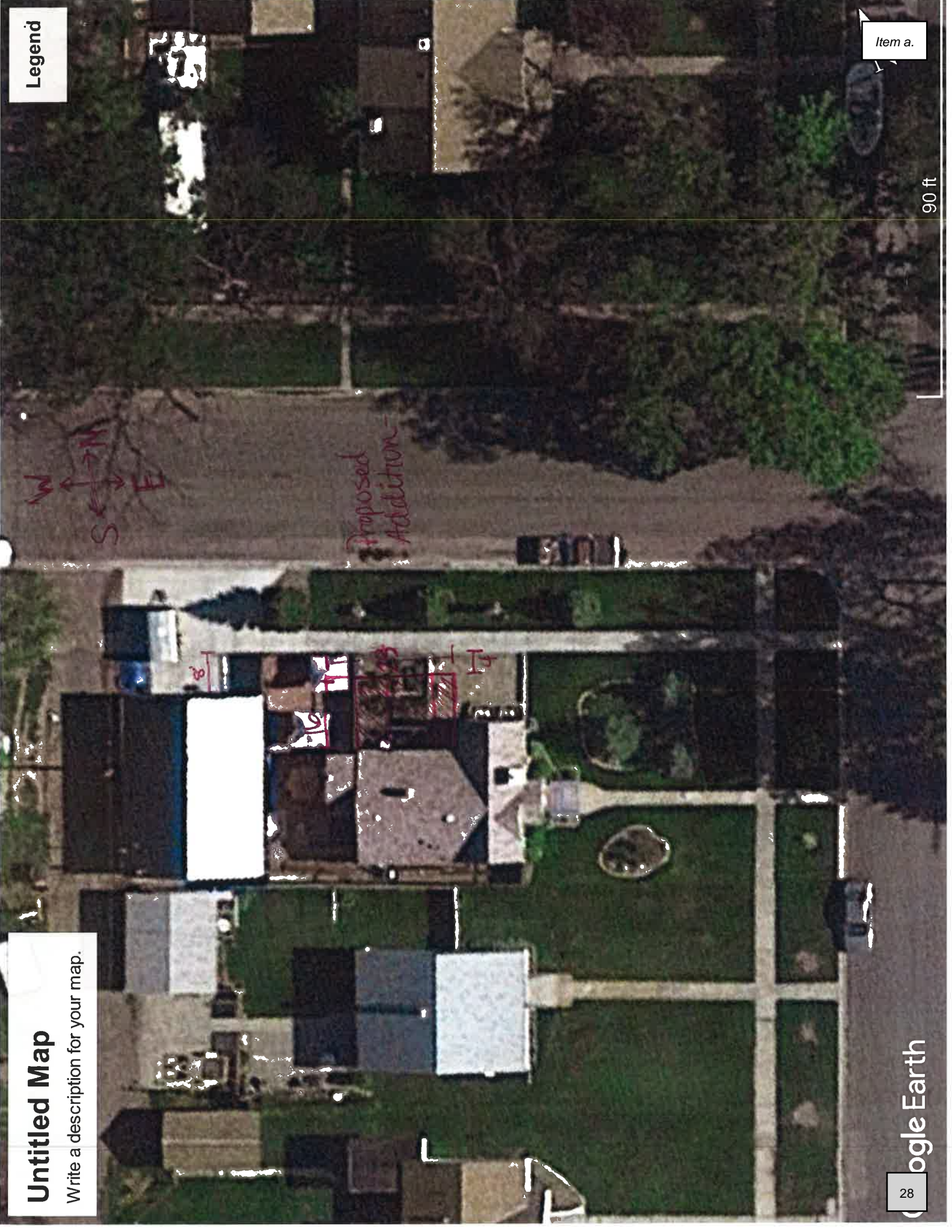




Untitled Map

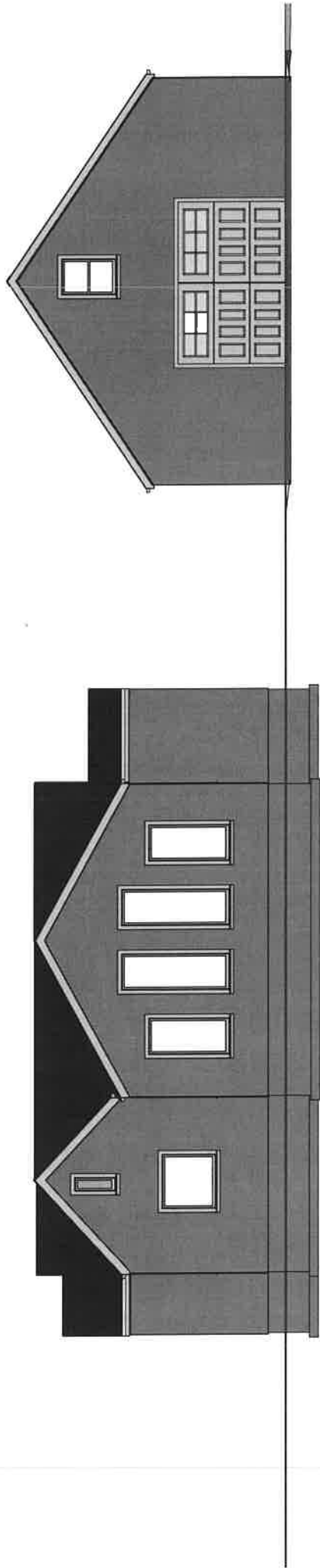
Write a description for your map.

Legend



Item a.

90 ft



Item a.





Item a.



RESOLUTION 3883

Item a.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA,
ESTABLISHING SALARIES AND HOURLY WAGES FOR OFFICERS OF THE CITY OF
SIDNEY FOR FISCAL YEAR 2022-2023**

**IT IS HEREBY RESOLVED BY THE CITY COUNCIL THAT THE SALARIES OR
HOURLY WAGE FOR THE OFFICERS OF THE CITY OF SIDNEY FOR FISCAL YEAR
2022-2023, BEGINNING JULY 1, 2022 ARE AS FOLLOWS:**

- Office of Director of Public Works..... \$ 6,765.76 / Month
- Office of Water Commissioner..... \$ 6,140.08 / Month
- Office of Sewer Commissioner..... \$ 4,781.74 / Month
- Office of City Clerk/Treasurer..... \$ 6,527.13 / Month
- Office of Chief of Police..... \$ 7,256.70 / Month
- Office of Fire Marshall/Building Inspector..... \$ 5,552.69 / Month
- Office of Mayor..... \$ 2,000.00 / Month
- City Council Member..... \$ 125.00 / Meeting

**IT IS FURTHER RESOLVED BY THE CITY COUNCIL THAT THE HOURLY
WAGE STATED HEREIN OF FOR FISCAL YEAR 2022-2023, COMMENCING JULY 1,
2022, FOR ALL REGULAR CITY OF SIDNEY STAFF. AND UP TO A 5.9% WAGE
INCREASE, BASED OFF OF EMPLOYEE EVAVULTIONS AND OTHER INCREASES AS
DESIGNATED BY THE CITY COUNCIL.**

**PASSED, APPROVED and ADOPTED by the City Council this ____day of June,
2022.**

Mayor

ATTEST: _____
City Clerk/Treasurer

Sidney Police Department
Month End Report
Month Ending: June 2022

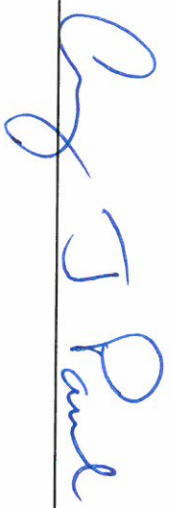
Arrested Persons		Number Of Arrested Persons
Adult Arrestee		37
Juvenile Arrestee		0
Total Arrested Persons		37

Total Offenses Charged	Felony	Misdemeanor	Other	Total
Adult	9	27	17	53
Juvenile	0	0	0	0
Total	9	27	17	53

Case Information	Felony	Misdemeanor	Other	Total
Offenses Reported	15	76	21	112
Offenses Cleared	10	67	20	97
Offenses Pending	5	9	1	15
% of Cases Cleared	66%	88%	95%	86%

Traffic Information	Total
Traffic/Criminal Citations	100
Written Warnings	199
Parking Citations	2
Accidents Investigated	8
DUIs	9

Miscellaneous Information	Total
Courtesy Vehicle Unlocks	25
Animals Impounded	4
Court Hours	0
Overtime Hours	41.25 Hours/\$1807.32
Calls for Service	506

Reported by: 



June-22

PUBLIC WORKS MONTHLY REPORT

DEPARTMENT	HOURS	YEARS TOTAL	
STREET	1047	3919	791.0 Hrs. of Street Repairs, 44.0 Hrs. of Alley Repairs, 146.0 Hrs. of Street Sweeping 140.5 Hrs. of Repair of Street Equipment, 60.5 Hrs. of Shop Clean-up and Shop Equipment, 11.0 Hrs. of Street Markers & Signs Repairs or Replacement, 0.0 Hrs. of snow removal.
STREET SWEEPING	146	391.5	146.0 Hrs. of Street Sweeping was complete for the Month. 45 Business Miles, 354 Residential Miles, 399 Total Miles, \$1,176.00 Total Fuel Cost, \$21.99 Cost per Mile, 97.88 Tons of Debris Picked Up.
ICE & SNOW	0	1151.5	None
PARKS	805.5	1826	579.5 Hrs. of mowing, 31.0 Hrs. of watering, 22.5 Hrs. of office work & record keeping 138.5 Hrs. of Park Equipment Maintenance, 39.5 Hrs. of Park Clean-up, and 34.0 Hrs. of Replacement & Repairs of Playground Equipment.
GARBAGE	804	4753.5	480.39 Tons of Garbage picked up, 3,429 miles driven, 1,162.34 gallons of fuel used, 68 total loads, 740.5 Manhours of Garbage Hauling, 19.0 Manhours of Alley Clean-up, 44.5 manhours of Sanitation Equipment Maintenance Year to date total tons hauled = 2,393.89, - 28 Ton from 1 year ago. 2021 Total Fuel \$2,112.04 - 2022 Total Fuel \$5,825.03
WATER	318	1861.5	0.0 Hours of meter reading, 0.0 Hours of meter repairs, 25.5 Hours of water equipment maintenance, 246.5 Hours of maintenance of hydrants, valves and mains, 0.0 Hours of office and records, and 46.0 Hours of treatment plant operation and testing.
SEWER	565.5	2126.5	185.5 hours of sewer main cleaning & TV inspection, 109.5 hours of maintenance of Sewer mains, manholes & equipment, 73.5 Hrs. of Maintenance of Lift Stations, 40.0 Hrs. of Maintenance of Storm Sewers, 12.0 Hrs. of Office & Records, 270.5 of Treatment Plant Operation & Maintenance, <u>2 sewer call for this month</u>
GENERAL CITY	45	174	166.0 Hours of Vacation Time 112.0 Hours of Sick Leave 96.0 Hours of Overtime, 4,558.5 Total Working hours
SHOP, MECHANICAL	140.5	864	STREET SV 300 SkidSteer - Replaced CAC Hose, Door Hinge, Lap Bar Durapalcher - Regular Service, Replace Pop off Valve Unit 102 - Repair RH rear break light SV280 B Skid Steer - Replace bucket cutting edges CB 434 Roller - Add Hydraulic Oil SWEEPING Unit P-1 - Replaced dirt shoes and Scrapers Unit P-2 - Regular Service, Inspect AC Unit. ICE&SNOW None PARKS Grasshopper #5 - Replaced Deck Blades, Repair Crazy Wheel Tire. Grasshopper #6 - Replaced Deck Blades Grasshopper #7 - Replace Deck Blades Unit 508 - Regular Service SOLID WASTE Unit 831 - Add Hydraulic Fluid, Repair Coolant Hose & Fitting Unit 835 - Tire Repair, Unit 417 - Serious Hydraulic Issues, drain hydraulic tank, brass shaving found Unit 421 - Tire Repair WATER Unit 217 - Regular Service SEWER Unit 321 - Regular Service Unit 351 - Replace Spot Light Unit 306 - Regular Service and Lube

Date of Issuance: 7/18/22 Effective Date: 7/18/22

Project: Neilsen-Halvorsen Addition Sewer Rehabilitation Project	Owner: City of Sidney, MT	Owner's Contract No.:
Contract: 2021 Sidney Sewer Rehabilitation		Date of Contract:
Contractor: Western Municipal Construction, Inc.		Engineer's Project No.: 0717028

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

Description:
See attached scope change summary.

Attachments (list documents supporting change):

Listed on Scope Change Summary

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 859,068.00

Original Contract Times: Working days Calendar days
Substantial completion (days or date): 60
Ready for final payment (days or date): 7 additional

~~[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:

\$ _____~~

~~[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:
Substantial completion (days): _____
Ready for final payment (days): _____~~

Contract Price prior to this Change Order:

\$ 859,068.00

Contract Times prior to this Change Order:
Substantial completion (days or date): 60
Ready for final payment (days or date): 7 additional

Decrease of this Change Order:


\$ 25,620.81

Increase of this Change Order:
Substantial completion (days or date): 6
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ 833,447.19

Contract Times with all approved Change Orders:
Substantial completion (days or date): 66
Ready for final payment (days or date): 7 additional

RECOMMENDED:
By:  _____
Engineer (Authorized Signature)

ACCEPTED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
Contractor (Authorized Signature)

Date: 7/14/22

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

July 14, 2022

Jock Clause
Western Municipal Construction
5855 Elysian Road
Billings, MT 59101

RE: Sidney Neilsen-Halvorsen Sewer
Change Order No. 1
Scope Change Summary

Dear Jock:

This letter is to accompany Change Order No. 1 and is meant to summarize the change in project scope that have been determined to justify changes to both the overall contract price and contract time. These changes are described below.

Water Main Relocation Changes

As described in the attached letter dated May 27, 2022 from Morrison-Maierle, during the course of construction, the water main on 7th Ave SE was found to be in a different location than shown on the plans. This was unbeknownst to the City at that time.

Per the letter, this resulted in a recommendation of an additional 3 days of contract time for the slowdown in production related to exploratory excavation and installation of the sewer line near several water service lines.

As a result of this discovery, the City elected to relocate the water line as shown on Drawing SS-1. They elected to use another contractor to complete this work, which would include asphalt restoration. Western Municipal installed the sewer main per plan and completed restoration up to the base gravel. 307 LF of asphalt restoration was deleted from the contract as was the installation of a valley gutter.

Western Municipal sent letters dated June 17, 2022 and July 7, 2022 to describe proposed changes to the contract price as a result of the reduced scope of restoration on 7th Ave and the change to the unit price for asphalt restoration for the remainder of the work. Morrison-Maierle has reviewed these proposals and find them to be reasonable and recommend these changes to be included in Change Order 1.

Weather Days

Weather days were requested by the Contractor from June 5 through June 7, 2022. In conjunction with the City, and in light of the accumulation of rainy days during contract time to this point and the wet and unsuitable condition of the backfill material, three days were recommended to be added to the contract for this delay. This was discussed at subsequent construction progress meetings and agreed to verbally by the City and Western Municipal.

Change Order Attachments

The following are included with this recommended change order proposal:

- Change Order 1 Summary Spreadsheet
- May 27 Letter from MMI to Jock Clause related to Water Main and Services Location Discrepancies
- June 17, 2022 Letter from Jock Clause related to the partial surface restoration for the deletion of the asphalt paving on 7th Ave – As marked-up by MMI
- July 7, 2022 Letter from Jock Clause as related to the increase in paving unit price related to deletion of the asphalt on 7th Ave – As annotated by MMI

Summary

Due to the changes made to the contract in 7th Avenue related to the location of the water main and the related reduction in scope of the work of the contract, we recommend a deductive change order in the amount of \$25,620.81.

Due to the unknown location of the water main utility in 7th Avenue and the rainy weather from June 5th through June 7th, we recommend that 6 additional calendar days be added to the Contract.

Sincerely,



Laura Gundlach, PE
Morrison Maierle

Change Order 1 Summary

ADDITIONS

Partial Restoration Proposed Costs

	<i>Quantity</i>	<i>Unit</i>	<i>Bid Price</i>	<i>Total</i>
Asphalt Milling	307	LF	\$7.00	\$2,149.00
Base Gravel	323	TN	\$12.00	\$3,876.00
Labor and Equipment for Placement and Load Out				\$6,385.00
Excess Trucking	11.5	HRS	\$150.00	\$1,725.00
Markup - 15%				\$2,120.25

Asphalt Restoration Unit Price Increase

Bid Item Description

	<i>Quantity</i>	<i>Unit</i>	<i>Bid Price</i>	<i>Total</i>
119 Type 2 Surface Restoration (Asphalt Roads) for Sewer Main	847	LF	\$11.02	\$9,333.94

TOTAL ADDITION \$25,589.19

DEDUCTIONS

Bid Item Description

	<i>Quantity</i>	<i>Unit</i>	<i>Bid Price</i>	<i>Total</i>
119 Type 2 Surface Restoration (Asphalt Roads) for Sewer Main	-307	LF	\$130.00	-\$39,910.00
123 Valley Gutter Restoration	-1	EA	\$11,300.00	-\$11,300.00

TOTAL DEDUCTION -\$51,210.00

CHANGE ORDER TOTAL -\$25,620.81

May 27, 2022

Dillon Clause
Western Municipal Construction, Inc.
5855 Elysian Road
Billings, MT 59101

RE: Neilsen – Halvorsen Sewer Rehabilitation Project
Water Main and Services Location Discrepancies

Dear Dillon:

We have received your email notification dated May 27, 2022 that the 7th Avenue SE water main shown on Drawing No. SS-1 is incorrectly shown located on the east side of the new sewer main. This water main has been found to be located approximately six feet west of the new sewer main. Thus, the new sewer main installation will require additional water service line crossings. Per 4.04B of the Standard General Conditions, it is determined that a change in the Contract Documents is required to reflect an equitable adjustment in the Contract Time and may increase the total Contract Price.

Exploratory Excavation

On May 26, Western Municipal used a mini-excavator to excavate near the location of Manhole 3A at the direction of the Engineer. The hours for this work are quantifiable and shall be paid for under Bid Item 127 – Exploratory Excavation – Small Crew as was agreed in the field between the Resident Project Representative and Western Municipal's Superintendent.

Additionally, the slowdown in production due to the location of the water main and the water service line encountered on May 26 and 27 is quantifiable. These hours shall be measured and paid under Bid Item 128 – Exploratory Excavation – Large Crew as describe in Section 01275. The actual total of these hours will be agreed upon in the field by the Resident Project Representative and Western Municipal.

Utility Crossings

Based on the location of the existing water main, the installation of the new sewer main in 7th Avenue will cross five existing water service lines. The existing water main on the south side of new Manhole 3A will not have to be crossed by the sewer main. Thus, there will be net four additional utility crossing encountered during installation of the new sewer main. These four crossings will be paid for under Item 124 – Underground Utility Crossings.

Contract Time


The additional work summarized above did and/or will result in additional time thus requiring an increase in the Contract Time. It will be recommended to the Owner that an additional three contract days be added the Contract Time.

Summary

The Morrison-Maierle letter dated May 13, 2022 described preparation of a change order for consideration by the Owner at their first June council meeting which would add seven days to Contract Time due to the delay in receiving the MDT permit. This change order recommendation will be modified to total ten contract days, which includes the additional three days for the above work.

As the additional work summarized above shall be paid through bid unit prices, a Contract Price increase is not recommended at this time. Instead, the Contract Price will be adjusted as required through a reconciling change order at the end of the project.

Sincerely,



Laura Gundlach, P.E.
Project Manager

E-cc: Jeff Hintz, City of Sidney
 Kyle Muck, Morrison-Maierle



WESTERN MUNICIPAL CONSTRUCTION, INC.

Item b.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

Laura Gundlach
Morrison-Maierle
315 N 25th Street
Ste 102
Billings, MT 59101

June 17, 2022

RE: City of Sidney – Neilsen-Halversen Addition Sewer Rehab – Deletion of Asphalt Paving on 7th

Laura,

This is a request for payment of costs for the 307 LF of asphalt being being deducted from the contract. This request is being made per changes to the work.

Western Municipal is requesting compensation for milling of the asphalt, cost of base gravel, the installation of base gravel and haul-off of excess material.

Milling of Asphalt 307 LF @ \$7.00 = \$2,149.00

Base Gravel 323 TN @ \$12.00 = \$3,879.00

Labor and Equipment to place Base Gravel

and load out excess = \$6,385.00

Trucking off excess 11.5 hrs @ \$150.00 = \$1,725.00

Subtotal	\$14,138.00	
Mark up 20% 15%	\$2,827.00	\$2,120.25
Total Amount Requested	\$16,965.00	\$16,255.25

Only a markup of 15% is allowed per the contract, Section 00700 12.01.C.2.

Sincerely,



WESTERN MUNICIPAL CONSTRUCTION, INC.

Item b.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

July 7, 2022

Morrison-Maierle
Laura Gundlach
315 N 25th St, Ste 102
Billings, MT 59101

RE: Sidney Neilsen-Halvorsen Sewer - Deletion of Asphalt Paving in 7th

Dear Laura,

This is a request for payment of costs for the 307 LF of asphalt being deducted from the contract. This request is being made per General Conditions SC-11.03 of the contract. Deletion of 307 LF of paving amounts to over 25% reduction of this bid item and this bid item amounts to more than 10% of the contract price.

Wharton requested price increase 8,470 SF @ \$1.05 SF =	\$8,893.50
Western Municipal 5% Markup	\$444.68
Total:	\$9,338.18

Sincerely,


Jock Clause

Price Increase for Bid Item 119 = \$11.02/LF
New Bid Item Price for Bid Item 119 = \$141.02/LF

This Amendment 4 to Task Order 12
consisting of 2 pages and 1
Attachment is agreed to by:

Initial OWNER _____

Initial ENGINEER gc

Effective Date _____

AMENDMENT 4 TO TASK ORDER 12

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 5, 2012 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: Amendment 1 to Task Order 12
 - B. Description: Final Design and Bidding Services for 2021 Nielsen/Halvorsen Sewer Rehab
 - C. Number of Construction Contracts
No change this amendment.
2. Services of Engineer
 - Design Services
Engineer provided 5 additional hours of support to Western Municipal Construction in obtaining their MDT utility right-of-way permit. This work was beyond the typical budgeted scope of obtaining an MDT permit as coordination with multiple offices and personnel was required.
 - Bidding or Negotiating Services

Construction and Commissioning Services

Due to the increase in contract time as described in Change Order 1, Engineer provided one week of additional construction administration services, which included a site visit.

Resident Project Representative Services

Due to the increase in contract time as described in Change Order 1, our Resident Project Representative was on-site for an additional 50 hours. This amendment includes hotel and per diem expenses, along with costs associated with travel for that week.

Other Services

Engineer provided coordination and additional drafting services related to the waterline relocation in 7th Avenue.

Additional Services Requiring an Amendment to Task Order

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B. (No Change per this Amendment).

4. Times for Rendering Services

This work has already been completed.

5. Payments to Engineer

Owner shall pay Engineer for services rendered in the added amount of **\$14,570** based on hourly rates.

UNIFORM STATUS OF FUNDS SPREADSHEET FOR: Sidney Wastewater Project - Phase III														Draw # 33				Date Printed: 7/14/2022			
ADMINISTRATIVE/ FINANCIAL COSTS:	Funding Source: SRF Loan A				Funding Source: SRF Loan B				Funding Source: City Reserves				Funding Source: SRF Loan B 17404 from Phase II				Total Budget				
	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Expended	Balance		
Personnel Costs	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$0.00		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Office Costs	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Professional Services	\$0.00	\$ -		\$0.00	\$ 42,511.00	\$ 13,293.60		\$29,217.40	\$ 14,302.75	\$ 4,976.42		\$9,326.33	\$ 7,746.49	\$ 7,746.49		\$0.00	\$64,560.24	\$26,016.51	\$38,543.73		
Legal Costs	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Audit Fees	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Travel & Training	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Debt Service Reserve	\$0.00	\$ -		\$0.00	\$ 119,768.75	\$ 119,769.00		-\$0.25	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$119,768.75	\$119,769.00	-\$0.25		
Interim Interest	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Bond Counsel & Related Cost	\$0.00	\$ -		\$0.00	\$ 35,000.00	\$ 32,000.00		\$3,000.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$35,000.00	\$32,000.00	\$3,000.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
Total Administrative Costs	\$0.00	\$ -	\$0.00	\$0.00	\$197,279.75	\$165,062.60	\$0.00	\$32,217.15	\$14,302.75	\$4,976.42	\$0.00	\$9,326.33	\$7,746.49	\$7,746.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ACTIVITY COSTS:		\$ -																			
Preliminary Engineering	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
Engineering/Arch. Design (Ph3)	\$0.00	\$ -		\$0.00	\$ 101,111.50	\$ 106,978.32		-\$5,866.82	\$ 2,233.50	\$ 2,233.50		\$0.00	\$ 103,345.00	\$ 103,345.00		\$0.00	\$206,690.00	\$212,556.82	-\$5,866.82		
Construction Engr. Services (Ph3)	\$62,837.24	\$ 62,837.24		\$0.00	\$ 329,251.86	\$ 531,211.41		-\$201,959.55	\$ 45,501.90	\$ 45,501.90		\$0.00	\$ -	\$ -		\$0.00	\$437,591.00	\$639,550.55	-\$201,959.55		
Construction (Ph 3)	\$237,162.76	\$ 237,162.76		\$0.00	\$ 2,768,346.64	\$ 2,729,890.06	\$126,418.00	-\$87,761.42	\$ 937,961.85	\$ 937,961.85		\$0.00	\$ 432,440.75	\$ 432,473.00	-\$32.25	\$0.00	\$4,375,912.00	\$4,463,705.67	-\$87,793.67		
Contingency	\$0.00	\$ -		\$0.00	\$ 448,355.00	\$ 82,442.71		\$365,912.29	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$448,355.00	\$82,442.71	\$365,912.29		
	\$0.00	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$ -	\$ -		\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
				\$0.00				\$0.00				\$0.00				\$0.00	\$0.00	\$0.00	\$0.00		
Total Activity Costs	\$300,000.00	\$ 300,000.00	\$0.00	\$0.00	\$3,647,065.00	\$3,450,322.50	\$126,418.00	\$70,324.50	\$985,697.25	\$985,697.25	\$0.00	\$0.00	\$535,785.75	\$535,818.00	\$0.00	-\$32.25	\$5,468,548.00	\$5,398,255.75	\$70,292.25		
TOTAL PROJECT COSTS	\$300,000.00	\$ 300,000.00	\$0.00	\$0.00	\$3,844,344.75	\$3,615,385.10	\$126,418.00	\$102,541.65	\$1,000,000.00	\$990,673.67	\$0.00	\$9,326.33	\$543,532.24	\$543,564.49	\$0.00	-\$32.25	\$5,687,876.99	\$5,576,041.26	\$111,835.73		

Vendor's Name	Invoice or Pay Estimate Number	Invoice Date or Time Period Covered	Total Amount of Invoice	Warrant Number	Date Paid	SRF Loan A 19449		SRF Loan B 19450		Funding Source, Amount Expended, Drawdown Number Draw 17404 Phase 2		Total Amount Paid This Invoice
						#	Amount	#	Amount	#	Amount	
Morrison Maierle (Phase 3)	185368	10/31/18	\$27,489.76	33504		\$0.00	\$27,489.76	1	\$0.00	1	\$0.00	\$27,489.76
COP Construction		10/31/18	\$342,342.00	33505		\$0.00	\$342,342.00	1	\$0.00	1	\$0.00	\$342,342.00
Montana Department Revenue		10/31/18	\$3,458.00	33506		\$0.00	\$3,458.00	1	\$0.00	1	\$0.00	\$3,458.00
Morrison Maierle (Phase 3)	185510	11/29/18	\$55,318.21	33647	12/18/18	\$0.00	\$0.00		\$55,318.21	2	\$55,318.21	\$55,318.21
COP Construction		11/29/18	\$283,203.36	33645	12/18/18	\$0.00	\$0.00		\$283,203.36	2	\$283,203.36	\$283,203.36
Montana Department Revenue		11/29/18	\$2,860.64	33646	12/18/18	\$0.00	\$0.00		\$2,860.64	2	\$2,860.64	\$2,860.64
Morrison Maierle (Phase 3)	194012	01/03/19	\$58,006.78	33739	01/28/19	\$0.00	\$0.00	\$2,233.50	\$55,773.28	3	\$55,773.28	\$58,006.78
COP Construction		01/03/18	\$563,628.48	33740	01/28/19	\$0.00	\$0.00	\$422,912.70	\$140,715.78	3	\$563,628.48	\$563,628.48
Montana Department Revenue		01/03/18	\$5,693.22	33741	01/28/19	\$0.00	\$0.00	\$5,693.22	\$5,693.22	3	\$5,693.22	\$5,693.22
Morrison Maierle (Phase 3)	194094	01/31/19	\$20,984.56	33778	02/05/19	\$0.00	\$0.00	\$20,984.56	\$20,984.56	4	\$0.00	\$20,984.56
COP Construction		01/31/19	\$29,437.65	33779	02/05/19	\$0.00	\$0.00	\$29,437.65	\$29,437.65	4	\$0.00	\$29,437.65
Montana Department Revenue		01/31/19	\$297.35	33780	02/05/19	\$0.00	\$0.00	\$297.35	\$297.35	4	\$0.00	\$297.35
Morrison Maierle (Phase 3)	19167	02/13/19	\$44,570.78	33884	03/18/19	\$1,000.00	\$43,570.78	5	\$0.00	5	\$0.00	\$44,570.78
Dorsey and Wilbey	3478009	02/13/19	\$32,000.00	33885	03/18/19	\$0.00	\$32,000.00	5	\$0.00	5	\$0.00	\$32,000.00
Loan Reserves			\$2,871.69			\$0.00	\$2,871.69	5	\$0.00	5	\$0.00	\$2,871.69
Morrison Maierle (Phase 3)	194215	03/15/19	\$20,351.00	34014	04/16/19	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	\$20,351.00
COP Construction		03/15/19	\$201,732.55	34012	04/16/19	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	\$201,732.55
Montana Department Revenue		03/15/19	\$2,037.70	34013	04/16/19	\$0.00	\$0.00	\$0.00	\$0.00	6	\$0.00	\$2,037.70
Morrison Maierle (Phase 3)	194323	03/27/19	\$51,125.99	34177	06/10/19	\$0.00	\$0.00	\$9,639.75	\$41,486.24	7	\$0.00	\$51,125.99
COP Construction		03/28/19	\$33,058.58	33059	06/10/19	\$0.00	\$0.00	\$0.00	\$0.00	7	\$0.00	\$33,058.58
Montana Department Revenue		03/28/19	\$333.93	34179	06/10/19	\$0.00	\$0.00	\$0.00	\$0.00	7	\$0.00	\$333.93
Loan Reserves		03/28/19	\$366.31			\$0.00	\$366.31	7	\$0.00	7	\$0.00	\$366.31
COP Construction		05/15/19	\$101,762.10	34181	06/10/19	\$0.00	\$101,762.10	8	\$0.00	8	\$0.00	\$101,762.10
Montana Department Revenue		05/15/19	\$1,027.90	34182	06/10/19	\$0.00	\$1,027.90	8	\$0.00	8	\$0.00	\$1,027.90
Loan Reserves		05/15/19	\$1,722.00			\$0.00	\$1,722.00	8	\$0.00	8	\$0.00	\$1,722.00
Morrison Maierle (Phase 3)	197327	05/10/19	\$45,323.74	34180	06/10/19	\$0.00	\$0.00	\$45,323.74	\$45,323.74	8	\$0.00	\$45,323.74
COP Construction		05/30/19	\$289,293.50	34242	06/18/19	\$0.00	\$0.00	\$253,458.28	\$35,835.22	8	\$0.00	\$289,293.50
Montana Department Revenue		05/30/19	\$2,892.93	34243	06/18/19	\$0.00	\$0.00	\$2,892.93	\$2,892.93	8	\$0.00	\$2,892.93
Loan Reserves		05/30/19	\$9,631.00			\$0.00	\$9,631.00	8	\$0.00	8	\$0.00	\$9,631.00
Morrison Maierle (Phase 3)	194572	06/27/19	\$52,578.51	34371	07/26/19	\$0.00	\$52,578.51	4	\$0.00	4	\$0.00	\$52,578.51
COP Construction		06/27/19	\$485,287.18	34372	07/26/19	\$0.00	\$485,287.18	4	\$0.00	4	\$0.00	\$485,287.18
Montana Department Revenue		06/27/19	\$4,901.89	34373	07/26/19	\$0.00	\$4,901.89	4	\$0.00	4	\$0.00	\$4,901.89
Loan Reserves		06/27/19	\$20,625.17			\$0.00	\$20,625.17	4	\$0.00	4	\$0.00	\$20,625.17
Morrison Maierle (Phase 3)	194922	07/26/19	\$36,001.65	34446	08/26/19	\$0.00	\$36,001.65	5	\$0.00	5	\$0.00	\$36,001.65
COP Construction		07/26/19	\$294,273.05	34447	08/26/19	\$0.00	\$294,273.05	5	\$0.00	5	\$0.00	\$294,273.05
Montana Department Revenue		07/26/19	\$2,972.46	34448	08/26/19	\$0.00	\$2,972.46	5	\$0.00	5	\$0.00	\$2,972.46
Loan Reserves		07/26/19	\$12,663.39			\$0.00	\$12,663.39	5	\$0.00	5	\$0.00	\$12,663.39
Morrison Maierle (Phase 3)	195088	08/30/19	\$58,801.20	34613	10/07/19	\$0.00	\$58,801.20	5	\$0.00	5	\$0.00	\$58,801.20
COP Construction		08/30/19	\$471,028.73	34614	10/07/19	\$0.00	\$471,028.73	5	\$0.00	5	\$0.00	\$471,028.73
Montana Department Revenue		08/30/19	\$4,945.65	34615	10/07/19	\$0.00	\$4,945.65	5	\$0.00	5	\$0.00	\$4,945.65
Loan Reserves		08/30/19	\$20,321.47			\$0.00	\$20,321.47	5	\$0.00	5	\$0.00	\$20,321.47
Morrison Maierle (Phase 3)	195270	09/30/19	\$37,059.44	34782	11/05/19	\$0.00	\$37,059.44	5	\$0.00	5	\$0.00	\$37,059.44
COP Construction		09/30/19	\$378,159.56	34783	11/05/19	\$0.00	\$378,159.56	5	\$0.00	5	\$0.00	\$378,159.56
Montana Department Revenue		09/30/19	\$4,945.65	34784	11/05/19	\$0.00	\$4,945.65	5	\$0.00	5	\$0.00	\$4,945.65
Loan Reserves		09/30/19	\$16,562.01			\$0.00	\$16,562.01	5	\$0.00	5	\$0.00	\$16,562.01
Lower Yellowstone Rural Electric Cooperative	534	09/30/19	\$16,385.00	34684	10/15/19	\$0.00	\$16,385.00	5	\$0.00	5	\$0.00	\$16,385.00
Morrison Maierle (Phase 3)	195433	10/31/19	\$37,149.82	34921	12/17/19	\$0.00	\$37,149.82	5	\$0.00	5	\$0.00	\$37,149.82
COP Construction		10/31/19	\$373,592.69	34922	12/17/19	\$0.00	\$373,592.69	5	\$0.00	5	\$0.00	\$373,592.69
Montana Department Revenue		10/31/19	\$3,167.25	34923	12/17/19	\$0.00	\$3,167.25	5	\$0.00	5	\$0.00	\$3,167.25
Loan Reserves		10/31/19	\$15,728.57			\$0.00	\$15,728.57	5	\$0.00	5	\$0.00	\$15,728.57
Morrison Maierle (Phase 3)	204100	12/16/19	\$29,250.90	34986	01/13/20	\$0.00	\$29,250.90	5	\$0.00	5	\$0.00	\$29,250.90
COP Construction		12/16/19	\$1,112.00			\$0.00	\$1,112.00	5	\$0.00	5	\$0.00	\$1,112.00
Montana Department Revenue		01/15/20	\$24,696.40			\$0.00	\$24,696.40	5	\$0.00	5	\$0.00	\$24,696.40
Loan Reserves		01/15/20	\$15,339.00			\$0.00	\$15,339.00	5	\$0.00	5	\$0.00	\$15,339.00
Morrison Maierle (TO 11)	14	01/17/20	\$374,138.85			\$0.00	\$374,138.85	5	\$0.00	5	\$0.00	\$374,138.85
COP Construction		01/17/20	\$4,830.83			\$0.00	\$4,830.83	5	\$0.00	5	\$0.00	\$4,830.83
Montana Department Revenue		04/06/20	\$5,960.90			\$0.00	\$5,960.90	5	\$0.00	5	\$0.00	\$5,960.90
Loan Reserves		04/06/20	\$227.00			\$0.00	\$227.00	5	\$0.00	5	\$0.00	\$227.00
Morrison Maierle (Phase 3)	204769	05/28/20	\$11,832.68			\$0.00	\$11,832.68	5	\$0.00	5	\$0.00	\$11,832.68
COP Construction		05/28/20	\$840.00			\$0.00	\$840.00	5	\$0.00	5	\$0.00	\$840.00
Montana Department Revenue		05/28/20	\$482.00			\$0.00	\$482.00	5	\$0.00	5	\$0.00	\$482.00
Loan Reserves		05/28/20	\$3,779.65			\$0.00	\$3,779.65	5	\$0.00	5	\$0.00	\$3,779.65
Morrison Maierle (Phase 3)	204970	07/02/20	\$9,602.00			\$0.00	\$9,602.00	5	\$0.00	5	\$0.00	\$9,602.00
COP Construction		07/02/20	\$509.00			\$0.00	\$509.00	5	\$0.00	5	\$0.00	\$509.00
Montana Department Revenue		07/02/20	\$55,440.00			\$0.00	\$55,440.00	5	\$0.00	5	\$0.00	\$55,440.00
Loan Reserves		08/31/20	\$560.00			\$0.00	\$560.00	5	\$0.00	5	\$0.00	\$560.00
Morrison Maierle (Phase 3 and TO 11)	15	08/31/20	\$7,665.02			\$0.00	\$7,665.02	5	\$0.00	5	\$0.00	\$7,665.02
COP Construction		09/04/20	\$1,610.00			\$0.00	\$1,610.00	5	\$0.00	5	\$0.00	\$1,610.00
Montana Department Revenue		09/04/20	\$9,582.00			\$0.00	\$9,582.00	5	\$0.00	5	\$0.00	\$9,582.00
Loan Reserves		10/09/20	\$3,073.90			\$0.00	\$3,073.90	5	\$0.00	5	\$0.00	\$3,073.90
Morrison Maierle (TO 11)	205531	12/04/20	\$3,073.90	36387	01/07/21	\$0.00	\$3,073.90	5	\$0.00	5	\$0.00	\$3,073.90
COP Construction		12/04/20	\$1,603.00			\$0.00	\$1,603.00	5	\$0.00	5	\$0.00	\$1,603.00
Montana Department Revenue		01/28/21	\$8,932.84			\$0.00	\$8,932.84	5	\$0.00	5	\$0.00	\$8,932.84
Loan Reserves		01/28/21	\$19,545.47			\$0.00	\$19,545.47	5	\$0.00	5	\$0.00	\$19,545.47
Morrison Maierle (TO 11 & TO 12)	214159, 214159	05/28/21	\$14,920.28			\$0.00	\$14,920.28	5	\$0.00	5	\$0.00	\$14,920.28
COP Construction		05/28/21	\$2,029.01			\$0.00	\$2,029.01	5	\$0.00	5	\$0.00	\$2,029.01
Montana Department Revenue		09/10/21	\$20,000.23			\$0.00	\$20,000.23	5	\$0.00	5	\$0.00	\$20,000.23
Loan Reserves		11/05/21	\$4,142.00			\$0.00	\$4,142.00	5	\$0.00	5	\$0.00	\$4,142.00
Morrison Maierle (TO 12)	216238	12/20/21	\$4,920.50			\$0.00	\$4,920.50	5	\$0.00	5	\$0.00	\$4,920.50
COP Construction		01/17/22	\$19,986.02			\$0.00	\$19,986.02	5	\$0.00	5	\$0.00	\$19,986.02
Montana Department Revenue		04/13/22	\$13,126.72			\$0.00	\$13,126.72	5	\$0.00	5	\$0.00	\$13,126.72
Loan Reserves		05/06/22	\$2,019.60			\$0.00	\$2,019.60	5	\$0.00	5	\$0.00	\$2,019.60
Morrison Maierle (TO 12)	226412	05/31/22	\$199,939.95			\$0.00	\$199,939.95	5	\$0.00	5	\$0.00	\$199,939.95
C												

Montana State Revolving Fund ("WPCSRF") Program Loan Disbursement Report for Revenue Bonds

1. Borrower: Name: <u>City of Sidney</u> Address: <u>115 2nd Street SE, Sidney, MT 59270</u> Employer ID: <u>81-6001310</u>	5. Disbursement Number: 28 6. Period covered by this Disbursement Report: From: <u>6/1/22</u> To: <u>6/3/22</u> (Mo/Day/Yr) (Mo/Day/Yr)	
2. Project Name: <u>Wastewater Phase III</u> SRF Project Number: <u>SRF-19450</u> Borrower's Project Number: _____	7. Payment Instructions: <input type="checkbox"/> Wire Transfer Bank: <u>Stockman Bank</u> ABA : <u>092905249</u> Account : <u>3010010486</u>	Contact person at bank: <u>Diane Entzel</u> Bank phone number: <u>(406) 433-8606</u> <input type="checkbox"/> Check if this is the final disbursement request.
3. Committed Amount: \$ <u>4,041,000</u> (From the Binding Commitment Agreement)	4. Total Loan Amount: \$ <u>3,741,000 "B"</u> (From Cover of Bond Resolution)	
8. Use of Funds		
Classification	Amount This Period	Cumulative to Date
A. Administrative Charges	\$ 45,294	
B. Land and Rights of Way		
C. Architectural & Engineering	\$ 520,321	
D. Equipment		
E. Construction Improvements	\$ 126,418	\$ 3,055,758
F. Miscellaneous	\$ 126,418	\$ 3,621,373
G. Total Construction Costs (Add Lines A through F)		
H. Administrative Fee - For Initial Disbursement Only (Multiply Committed Amount by .00575)	N/A	N/A
I. Origination Fee - For Initial Disbursement Only (Multiply Committed Amount by .01)	N/A	N/A
J. Sub-Total (Add Amounts on Lines G, H, and I)	\$ 119,769	\$ 3,741,142
K. Debt Service Reserve Deposit (Multiply Amount on Line J by .038)		\$ 119,769
L.. Total Disbursement (Add Amounts on Line J and K)	\$ 126,418	\$ 3,741,142
M. Federal Share of Disbursement (For State Use Only)		
N. State Share of Disbursement (For State Use Only)	\$ 0%	100%
O. Percentage of Physical Completion		
9. Certification I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project, that the disbursements represent amounts which have not been previously requested, that an inspection has been performed and that all work is in accordance with the terms of the project as described in the Commitment Agreement.		
a. Borrower(s) [Note: two borrower signatures are required <u>only</u> when two parties (i.e. a County and a District) borrow SRF funds through an interlocal agreement.]	Signature of Authorized Certifying Official Typed or Printed Name and Title	Date Signed: Telephone (Area Code, Number & Extension)
b. Engineer or other Representative certifying to line 8.O.	Signature of "Authorized Certifying Official" Typed or Printed Name and Title Laura Gundlach, PE Water/Wastewater Engineer	Date Signed: 7/14/22 Telephone (Area Code, Number & Extension) (406) 237-1272
10. Approval (For State Use Only)	DEQ Signature	Date
Signature of Authorized Certifying Official		Date
Typed or Printed Name and Title		DNRC Signature
Signature of "Authorized Certifying Official"		Date
Typed or Printed Name and Title Laura Gundlach, PE Water/Wastewater Engineer		Date

Debt Service Reserve \$119,769



engineers • surveyors • planners • scientists

INVOICE

Morrison-Maierle—PO Box 6147—Helena, MT 59604
 Office: 406-442-3050 — Fax: 406-495-3608
 www.m-m.net
 TIN: 81-0217149

Attention: Jeff Hintz
City of Sidney
 115 2nd Street S.E.
 Sidney, MT 59270
 UNITED STATES

Invoice : 000226610
Invoice Date : 7/12/2022
Project : 071702800
Project Name : Sidney - 2021 Sewer Rehab
Bill Term : **

For Professional Services Rendered Through 7/1/2022

Professional engineering and surveying services provided for 2021 Sidney Sewer Rehabilitation.

071702800 - Sidney - 2021 Sewer Rehab
Less Fee Exceeded
 Rate Labor 72,359.00
 Expenses 11,383.24
 Unit Rate Expense 5,150.93
 Total Expense 16,534.17

				Billings		
	Fee	Available	To Date	Previous	Current	
	185,571.00	87,523.72	185,571.00	98,047.28	88,893.17	
					<i>-1,369.45</i>	

**Max Fee Exceeded*

Current Billings 87,523.72
Amount Due This Bill 87,523.72

Laura C. Gundlach

Outstanding Receivables		Invoice Number	Date	Amount	Balance Due
		000226412	5/6/2022	13,126.72	13,126.72
					13,126.72

Amounts Are Due and Payable Upon Receipt of Invoice
 Amounts 30 days overdue are subject to a service charge at the maximum legal rate allowed by 31-1-107 MCA

Please send your EFT remittance advice to remittance@m-m.net
 Routing: 092905278
 Account: 4020016702

000 - Project Management

Rate Labor					
<i>Class</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>	
Design Engineer I		5.00	143.000	715.00	
				Total Rate Labor	715.00

040 - Design, Plans & Specs

Rate Labor					
<i>Class</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>	
CAD Designer III		10.00	136.000	1,360.00	
				Total Rate Labor	1,360.00

050 - Construction Administration

Rate Labor					
<i>Class</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>	
Design Engineer I		90.50	143.000	12,941.50	
Engineer Intern II		5.50	109.000	599.50	
Senior Engineer I		13.50	163.000	2,200.50	
Supervising Engineer IV		4.00	226.000	904.00	
				Total Rate Labor	16,645.50

Expenses

<i>Account</i>		<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>	
Commercial Air & Other Travel		205.80	1.000	205.80	
Reproduction/Printing		24.54	1.000	24.54	
Subconsultants		5,995.00	1.000	5,995.00	
				Total Expenses	6,225.34

Unit Rate Expenses

<i>Account / Unit / Equipment</i>		<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>	
Auto Rent/Private Auto					
Mileage		660.00	0.585	386.10	
				Total Unit Rate Expenses	386.10

Total Bill Task: 050 - Construction Administration

23,256.94

051 - Construction Observation

Rate Labor					
<i>Class</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>	
Engineer Intern II		246.50	124.000	30,566.00	
Total Engineer Intern II		246.50		30,566.00	
Resident Project Representative I		131.00	110.000	14,410.00	
Total Resident Project Representative I		52.50	165.000	8,662.50	
		183.50		23,072.50	
				Total Rate Labor	53,638.50

Expenses

<i>Account</i>		<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>	
Per Diem/Lodging		3,777.90	1.000	3,777.90	
Per Diem/Meals		1,380.00	1.000	1,380.00	
				Total Expenses	5,157.90

Unit Rate Expenses

<i>Account / Unit / Equipment</i>		<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>	
Per Diem/Meals					
Per Diem		22.50	54.000	1,215.00	

Project: 071702800 - Sidney - 2021 Sewer Rehab

Invoice: 000226610

051 - Construction Observation

Unit Rate Expenses

Account / Unit / Equipment

Transportation - Co. Auto

Pickup

Vehicle #306 - Cody Truck

Total Vehicle #306 - Cody Truck

Vehicle #355 - Missoula Truck

Total Vehicle #355 - Missoula Truck

Total Pickup

Total Transportation - Co. Auto

Total Unit Rate Expenses

Total Bill Task: 051 - Construction Observation

Account / Unit / Equipment	Quantity	Rate	Amount
Vehicle #306 - Cody Truck	2,287.00	0.754	1,724.40
Total Vehicle #306 - Cody Truck	2,287.00		1,724.40
Vehicle #355 - Missoula Truck	2,421.00	0.754	1,825.43
Total Vehicle #355 - Missoula Truck	2,421.00		1,825.43
Total Pickup	4,708.00		3,549.83
Total Transportation - Co. Auto			3,549.83
Total Unit Rate Expenses			4,764.83
Total Bill Task: 051 - Construction Observation			63,561.23

Total Project: 071702800 - Sidney - 2021 Sewer Rehab

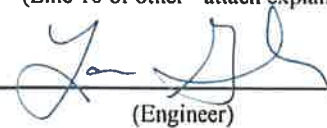
88,893.17

Contractor's Application for Payment No. 2

Application Period: 6/1/2022 - 6/30/22		Application Date: 7/14/2022	
To (Owner): City of Sidney, Montana 115 2nd St SE, Sidney MT 59270	From (Contractor): Western Municipal Construcion 5855 Elysian Road, Billings, MT 59101	Via (Engineer): Morrison Maierle, Inc. 315 N. 25th St. Suite 102 Billings, MT 59101	
Project: Neilsen-Halvorsen Addition Sewer Rehabilitation Project	Contract: 0717.028		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	0717.028

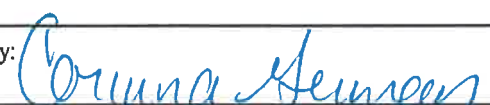
Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

<p>1. ORIGINAL CONTRACT PRICE..... \$ <u>859,068.00</u></p> <p>2. Net change by Change Orders..... \$ _____</p> <p>3. Current Contract Price (Line 1 ± 2)..... \$ <u>859,068.00</u></p> <p>4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ <u>618,205.00</u></p> <p>5. RETAINAGE:</p> <p style="padding-left: 40px;">a. 5% X \$ 618,205.00 Work Completed..... \$ <u>30,910.25</u></p> <p style="padding-left: 40px;">b. 5% X \$ - Stored Material..... \$ _____</p> <p style="padding-left: 40px;">c. Total Retainage (Line 5a + Line 5b)..... \$ <u>30,910.25</u></p> <p>6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ <u>587,294.75</u></p> <p>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ <u>201,959.55</u></p> <p>8. SUBTOTAL..... \$ <u>385,335.20</u></p> <p>9. LESS 1% STATE GROSS RECEIPT TAX..... \$ <u>3,853.35</u></p> <p>10. AMOUNT DUE THIS APPLICATION..... \$ <u>381,481.85</u></p> <p>11. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ <u>271,773.25</u></p>	<p>Payment of: \$ <u>381,481.85</u> (Line 10 or other - attach explanation of the other amount)</p> <p>is recommended by: <u></u> <u>7/14/22</u> (Engineer) (Date)</p> <p>Payment of: \$ <u>381,481.85</u> (Line 8 or other - attach explanation of the other amount)</p> <p>is approved by: _____ (Owner) (Date)</p> <p>Approved by: _____ Funding Agency (if applicable) (Date)</p>
--	--

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/14/2022

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Nellsen-Halvorsen Addition Sewer Rehabilitation	Application Number: 2
Application Period: 4/27/22 - 5/31/22	Application Date: 14-Jul-22

(A) ITEM NO.	(A) DESCRIPTION OF WORK	(B) BID VALUES			(C) WORK	(D) WORK THIS PERIOD		(E) PRESENTLY STORED (Not In C or D)	(F) TOTAL COMPLETED & STORED TO DATE (C+D+E)		(G) BALANCE TO FINISH (B-F)	
		SCHEDULED VALUE	UNIT	BID PRICE	TOTAL	FROM PREVIOUS	UNIT	TOTAL		% COMPLETE		
101	Mobilization / Demobilization	1	LS	\$ 89,800.00	\$ 89,800.00	\$ 22,450.00	0.50	\$ 44,900.00	\$ -	\$ 67,350.00	75.00%	\$ 22,450.00
102	Taxes, Bonds, and Insurance	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00		\$ -	\$ -	\$ 10,500.00	100.00%	\$ -
103	General Requirements	1	LS	\$ 56,000.00	\$ 56,000.00		0.75	\$ 42,000.00	\$ -	\$ 42,000.00	75.00%	\$ 14,000.00
104	Traffic Control	1	LS	\$ 11,400.00	\$ 11,400.00	\$ 2,850.00	0.50	\$ 5,700.00	\$ -	\$ 8,550.00	75.00%	\$ 2,850.00
105	Bypass Pumping System	1	LS	\$ 19,100.00	\$ 19,100.00	\$ 4,775.00	0.50	\$ 9,550.00	\$ -	\$ 14,325.00	75.00%	\$ 4,775.00
106	8-Inch Sewer Main	1,583	LF	\$ 99.00	\$ 156,717.00	\$ 52,272.00	1124	\$ 111,276.00	\$ -	\$ 163,548.00	104.36%	\$ (6,831.00)
107	48" Sanitary Sewer Manhole	8	EA	\$ 10,500.00	\$ 84,000.00	\$ 31,500.00	5	\$ 52,500.00	\$ -	\$ 84,000.00	100.00%	\$ -
108	48" Sanitary Sewer Manhole Additional Depth (>SVF)	33	VF	\$ 350.00	\$ 11,550.00	\$ 3,850.00	22	\$ 7,700.00	\$ -	\$ 11,550.00	100.00%	\$ -
109	60" Sanitary Sewer Manhole	1	EA	\$ 31,800.00	\$ 31,800.00	\$ 31,800.00		\$ -	\$ -	\$ 31,800.00	100.00%	\$ -
110	Standard Sanitary Sewer Service Reconnection	23	EA	\$ 630.00	\$ 14,490.00	\$ 2,520.00	16	\$ 10,080.00	\$ -	\$ 12,600.00	86.96%	\$ 1,890.00
111	Sanitary Sewer Service Line	245	LF	\$ 85.00	\$ 20,825.00	\$ 1,870.00	250	\$ 21,250.00	\$ -	\$ 23,120.00	111.02%	\$ (2,295.00)
112	Connection to Existing Sanitary Sewer	4	EA	\$ 1,800.00	\$ 7,200.00	\$ 5,400.00	1	\$ 1,800.00	\$ -	\$ 7,200.00	100.00%	\$ -
113	Removal of Asbestos Cement (AC) Pipe	681	LF	\$ 34.00	\$ 23,154.00		400	\$ 13,600.00	\$ -	\$ 13,600.00	58.74%	\$ 9,554.00
114	MH-1 Concrete Plug	1	LS	\$ 3,100.00	\$ 3,100.00			\$ -	\$ -	\$ -	0.00%	\$ 3,100.00
115	Flowable Fill Backfill	110	CY	\$ 162.00	\$ 17,820.00	\$ 27,702.00		\$ -	\$ -	\$ 27,702.00	155.45%	\$ (9,882.00)
116	Flatwork Concrete	310	SF	\$ 55.00	\$ 17,050.00			\$ -	\$ -	\$ -	0.00%	\$ 17,050.00
117	Pavement/Lane Marking Restoration	1	LS	\$ 1,500.00	\$ 1,500.00			\$ -	\$ -	\$ -	0.00%	\$ 1,500.00
118	Type 1 Surface Restoration (MDT)	90	LF	\$ 210.00	\$ 18,900.00			\$ -	\$ -	\$ -	0.00%	\$ 18,900.00
119	Type 2 Surface Restoration (Asphalt Roads) for Sewer Main	1,154	LF	\$ 130.00	\$ 150,020.00		296	\$ 38,480.00	\$ -	\$ 38,480.00	25.65%	\$ 111,540.00
120	Type 2 Surface Restoration (Asphalt Roads) for Sanitary Sewer Ser	102	LF	\$ 130.00	\$ 13,260.00			\$ -	\$ -	\$ -	0.00%	\$ 13,260.00
121	Gravel Surface Restoration	450	LF	\$ 33.00	\$ 15,180.00			\$ -	\$ -	\$ -	0.00%	\$ 15,180.00
122	Lawn Restoration for Sanitary Sewer Service	302	LF	\$ 11.00	\$ 3,322.00			\$ -	\$ -	\$ -	0.00%	\$ 3,322.00
123	Valley Gutter Restoration	3	EA	\$ 11,300.00	\$ 33,900.00		2	\$ 22,600.00	\$ -	\$ 22,600.00	66.67%	\$ 11,300.00
124	Underground Utility Crossing	37	EA	\$ 690.00	\$ 25,530.00	\$ 6,900.00	22	\$ 15,180.00	\$ -	\$ 22,080.00	86.49%	\$ 3,450.00
125	Imported Backfill	50	CY	\$ 28.00	\$ 1,400.00			\$ -	\$ -	\$ -	0.00%	\$ 1,400.00
126	Type 2 Bedding	50	CY	\$ 69.00	\$ 3,450.00			\$ -	\$ -	\$ -	0.00%	\$ 3,450.00
127	Exploratory Excavation - Small Crew	40	HR	\$ 50.00	\$ 2,000.00	\$ 100.00		\$ -	\$ -	\$ 100.00	5.00%	\$ 1,900.00
128	Exploratory Excavation - Large Crew	40	HR	\$ 200.00	\$ 8,000.00	\$ 800.00	41	\$ 8,200.00	\$ -	\$ 9,000.00	112.50%	\$ (1,000.00)
129	Flowable Fill Pipe Saddle	1	EA	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00		\$ -	\$ -	\$ 4,100.00	100.00%	\$ -
130	Utility Relocation near Manhole 328	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	0.2	\$ 800.00	\$ -	\$ 4,000.00	100.00%	\$ -
TOTALS						\$ 212,589.00		\$ 405,616.00	\$ -	\$ 618,205.00		\$ 240,863.00



1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: right;"> <input checked="" type="checkbox"/> Government Entity <input type="checkbox"/> Prime Contractor </div>	
	Federal Identification Number (FEIN) 81-6001310	
	Name City of Sidney, MT	
	Address 115 2nd St SE	
	City Sidney	State MT Zip Code 59270
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: right;"> <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor </div>	
	Federal Identification Number (FEIN) 47-0897586	
	Name Western Municipal Construction, Inc.	
	Address 5855 Elysian Road	
	City Billings	State MT Zip Code 59101
3.	Enter the Government Issued Purchase Order Number here.....3.	
4.	Enter the contract award date here.....4.	03 / 11 / 20 22
5.	Enter the month and year this payment was earned.....5.	05 / 20
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.....6.	\$ 201,959.55
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts7.	\$ 2,019.60
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor8.	\$ 199,939.95
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9. / / 20 9(a) <input checked="" type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.	
10.	Enter a description of the work performed under this contract. Neilsen-Halvorsen Addition Sewer Rehabilitation Project	
11.	Enter the location in Montana where this work is performed. Be specific with your description. 7th Avenue SE, 8th Avenue SE, and 10th Avenue SE in Sidney, Montana near the 9th Avenue SE Intersection	
Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below.		
Preparer's Signature <input checked="" type="checkbox"/> Government Entity <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor		
Preparer's Title Engineer		Date
Telephone Number 406.237.1272		Fax Number

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



1055 MOUNT AVENUE • MISSOULA, MT 59801
406.542.8880 • www.m-m.net

July 11, 2022

Jeff Hintz
City of Sidney
115 2nd Street SE
Sidney, MT 59270

RE: Meadows Flood Mitigation FEMA BRIC Grant Assistance

Dear Jeff,

Please accept this scope letter and enclosed fee estimate for technical services to prepare a FEMA Building Resilient Infrastructure and Communities (BRIC) grant application on behalf of Sidney for the Meadows Flood Mitigation Project. The estimate includes effort to prepare content for the application in the format and supplemental documentation required by FEMA. This proposal assumes that the outline for the next round of Hazard Mitigation Grants will follow the same outline as years previous. Changes to the grant application might result in reevaluation of scope of services by Morrison-Maierle. The tasks include effort to complete the following application criteria sections:

- Subapplicant
- Contact
- Community
- Mitigation Plan
- Scope of Work
- Properties
- Schedule
- Cost Estimate
- Cost Share
- Cost Effectiveness
- Environmental/Historic Preservation
- Evaluation
- Assurances and Certificates
- Comments and Attachments
- Benefit Cost Analysis – This analysis involves FEMA's benefit cost analysis calculator.
- Meetings and Correspondence (up to eight hours)

It is assumed that support and collaboration will be provided by City of Sidney during the application process. The proposed scope of work will be completed prior to the application deadline of January 2022 and will be completed on a lump sum basis not to exceed \$18,690. To assist with services outside this scope of work, additional services as needed can be provided on an hourly rate basis as requested.

Sincerely,
Morrison-Maierle, Inc.

Molly Davidson, PE

Enclosures: Standard Agreement Between Client and Morrison-Maierle

We create solutions that build better communities



STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.

Project Number 0717.030.00

Project Name Meadows Flood Mitigation- BRIC Grant Assistance

This is an Agreement made as of July 11, 2022 between MORRISON-MAIERLE, INC. (CONSULTANT) and CITY OF SIDNEY, (CLIENT).

The Client intends to apply for funding with a BRIC Grant Application for the Meadows Flood Mitigation Project (brief description of the project).

CONSULTANT’S RESPONSIBILITIES

The Scope of Services shall consist of the following which shall be referred to as the Project: preparation of a FEMA Building Resilient Infrastructure and Communities (BRIC) Grant application and Benefit-Cost Analysis. Additional services as needed will be provided on a hourly rate basis as authorized.

The Project Schedule is described as: Complete by grant deadline for BRIC22.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

METHOD OF PAYMENT

- Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 0. The total compensation for services identified herein is estimated to be
- Method 2 - LUMP SUM - A lump sum fee of \$18,690.
- Method 3 – Specify Here -

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement.

SPECIAL PROVISIONS AND ATTACHMENTS

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

- Scope of Services
- Schedule
- Budget Worksheet
- Hourly Rate Schedule
- Engineer's Fee Estimate
- Other Additional Information: Proposal Letter dated July 11, 2022



GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT's failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of



risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts, but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT'S requirements for the Project and shall designate a person with the authority to act on CLIENT'S behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such



information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

SECTION 3 - PAYMENT TO CONSULTANT

3.1 The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount. CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure to make payments when due, or for any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

3.3 The type of fee will be specified on page one of this Agreement and shall conform to one of the following methods of payment:

Method 1 - HOURLY RATES. CLIENT shall pay CONSULTANT at the hourly rates specified on page one of this Agreement or in attachments hereto, for all services rendered by commissioning authorities, engineers, planners, principals, scientists, surveyors, and employees engaged on the project, plus an amount equal to CONSULTANT'S actual reimbursable costs related to the project times a factor to be specified on page one of this Agreement. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to the CONSULTANT.

Method 2 - LUMP SUM. CLIENT shall pay CONSULTANT a lump sum fee for all services furnished by commissioning authorities, engineers, planners, principals, scientists, surveyors, and employees engaged on this project as necessary to complete the basic services described herein. Statements will be submitted based on CONSULTANT'S estimate of work completed during each billing period.

Method 3 - OTHER METHOD. A method to be agreed upon by CLIENT and CONSULTANT and which shall be specified on page one or in attachments to this Agreement.

3.4 Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

3.5 If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT

3.6 Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by CONSULTANT. Payment to CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.



SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of \$18,690, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that



specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT'S fee, but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. Unless otherwise precluded by the law of the state in which the project is located, venue and jurisdiction for any dispute shall either be in the state in which the project is located or, at Morrison-Maierle, Inc.'s sole option and discretion, may be in the First Judicial District Court, Lewis and Clark County, Montana.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated



overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien is in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications,



understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

City of Sidney _____

Signed: _____

By: Rick Norby

Title: Mayor

Contact Information and Address for giving notices:

115 2nd Street SE

Sidney, MT 59270

Email: _____

Phone: _____

Address for Invoices (if different)

CONSULTANT:

Morrison-Maierle, Inc.

Signed: Shaun P. Shea

By: Shaun Shea, PE

Title: Vice President

Contact Information and Address for giving notices:

1055 Mount Avenue

Missoula, MT 59801

Molly Davidson, PE

Email: mdavidson@m-m.net

Phone: 406-542-4825

Project Number: 0717.030.00

Project Name: Meadows Flood Mitigation Project- BRIC Grant

Version 1/30/2020

June 2022 Fire Department Runs

2022-057	#1	Grass Fire	6/1/2022	Fire	county	5	Hour
2022-058	#2	Grass Fire	6/3/2022	Fire	City	2	Hour
2022-059	#3	Fire Alarm	6/5/2022	Fire	city	1	Hour
2022-060	#4	Fire Alarm	6/6/2022	Fire	city	1	Hour
2022-061	#5	Accident Assis	6/11/2022	Medical	County	2	Hour
2022-062	#6	Tractor Fire	6/12/2022	Fire	County	2	Hour
2022-063	#7	Fire Alarm	6/13/2022	Fire	City	1	Hour
2022-064	#8	Grass Fire	6/16/2022	Fire	county	1	Hour
2022-065	#9	Fire Alarm	6/18/2022	Fire	County	1	Hour
2022-066	#10	Police Assist	6/21/2022	Fire	City	1	Hour
2022-067	#11	Report of Smo	6/21/2022	Fire	City	1	Hour
2022-068	#12	Accident Assis	6/25/2022	Medical	County	1	Hour
2022-069	#13	Lift Assist	6/29/2022	Medical	City	1	Hour
2022-070	#14	Dumpster Fire	6/29/2022	Fire	City	1	Hour
2022-071	#15	Dumpster Fire	6/29/2022	Fire	City	1	Hour

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CITY OF SIDNEY
Journal Voucher Details
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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
JV	1401	6/22					06/21/22			jess
					FY2021-22 BUDGETED TRANSFERS APPROVED AT 6-20-22 CITY COUNCIL MEETING.					
	1	2890	521000	820	FROM O/G TO TENNIS COURT			8,500.00		
	2	2890	101000		TO CASH				8,500.00	
	3	2062	101000		FROM CASH			8,500.00		
	4	2062	383000		TO TENNIS COURT				8,500.00	
	5	1000	521000	820	FROM O/G TO POLICE INV. CIP			6,000.00		
	6	1000	101000		TO CASH				6,000.00	
	7	4025	101000		FROM CASH			6,000.00		
	8	4025	383000		TO POLICE INV. CIP				6,000.00	
	9	2890	521000	820	FROM O/G TO POLICE CIP			50,000.00		
	10	2890	101000		TO CASH				50,000.00	
	11	4020	101000		FROM CASH			50,000.00		
	12	4020	383000		TO POLICE CIP				50,000.00	
	13	2890	521000	820	FROM O/G TO FIRE EQUIPMENT			100,000.00		
	14	2890	101000		TO CASH				100,000.00	
	15	4040	101000		FROM CASH			100,000.00		
	16	4040	383000		TO FIRE EQUIPMENT				100,000.00	
JV	1402	6/22					06/21/22			jess
					TO TAKE SNOW REMOVAL REVENUE FROM STREET MAINTENANCE TO SNOW REMOVAL. PER BUDGETED REVENUE 27% OF REVENUE (\$442,679.00) IS \$114,124.00					
	1	2565	363010		FROM STREET MAINTENANCE			114,124.00		
	2	2565	101000		TO CASH				114,124.00	
	3	2566	101000		FROM CASH			114,124.00		
	4	2566	363010		TO SNOW REMOVAL				114,124.00	
PR	220600	6/22					07/01/22			jess
	1	1000	101000		Employer Contributions				12,108.05	
	2	1000	101000		Payroll Expenditure				114,367.14	
	3	1000	101000		Workman's Comp Discount			1.09		
	4	1000	410130	100	Payroll Expenditure			1,500.00		
	5	1000	410130	142	Employer Contributions			8.40		
	6	1000	410130	142	Workman's Comp Discount				0.03	
	7	1000	410130	143	Employer Contributions			114.78		
	8	1000	410210	100	Payroll Expenditure			2,050.00		
	9	1000	410210	142	Employer Contributions			11.50		
	10	1000	410210	143	Employer Contributions			134.00		
	11	1000	410540	100	Payroll Expenditure			1,672.18		
	12	1000	410540	141	Employer Contributions			5.81		
	13	1000	410540	142	Employer Contributions			9.33		
	14	1000	410540	143	Employer Contributions			120.89		
	15	1000	410550	100	Payroll Expenditure			1,672.19		
	16	1000	410550	141	Employer Contributions			5.86		
	17	1000	410550	142	Employer Contributions			9.39		
	18	1000	410550	143	Employer Contributions			120.99		
	19	1000	420100	100	Payroll Expenditure			64,638.16		
	20	1000	420100	141	Employer Contributions			226.23		
	21	1000	420100	142	Employer Contributions			1,898.48		
	22	1000	420100	142	Workman's Comp Discount				0.78	
	23	1000	420100	143	Employer Contributions			4,845.23		
	24	1000	420400	100	Payroll Expenditure			2,913.68		

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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
	25	1000	420400	141	Employer Contributions			10.21		
	26	1000	420400	142	Employer Contributions			251.77		
	27	1000	420400	142	Workman's Comp Discount				0.04	
	28	1000	420400	143	Employer Contributions			200.86		
	29	1000	420531	100	Payroll Expenditure			3,455.35		
	30	1000	420531	141	Employer Contributions			12.07		
	31	1000	420531	142	Employer Contributions			22.98		
	32	1000	420531	142	Workman's Comp Discount				0.01	
	33	1000	420531	143	Employer Contributions			242.29		
	34	1000	460430	100	Payroll Expenditure			13,753.88		
	35	1000	460430	141	Employer Contributions			48.12		
	36	1000	460430	142	Employer Contributions			684.15		
	37	1000	460430	142	Workman's Comp Discount				0.19	
	38	1000	460430	143	Employer Contributions			1,035.56		
	39	1000	460445	100	Payroll Expenditure			22,711.70		
	40	1000	460445	141	Employer Contributions			79.48		
	41	1000	460445	142	Employer Contributions			272.24		
	42	1000	460445	142	Workman's Comp Discount				0.04	
	43	1000	460445	143	Employer Contributions			1,737.43		
	44	2370	101000		Employer Contributions				11,020.64	
	45	2370	410130	144	Employer Contributions			44.36		
	46	2370	410540	144	Employer Contributions			148.38		
	47	2370	410550	144	Employer Contributions			148.30		
	48	2370	420100	144	Employer Contributions			9,189.02		
	49	2370	420400	144	Employer Contributions			258.45		
	50	2370	420531	144	Employer Contributions			306.50		
	51	2370	460430	144	Employer Contributions			545.70		
	52	2370	460445	144	Employer Contributions			379.93		
	53	2371	101000		Employer Contributions				14,714.03	
	54	2371	410130	146	Employer Contributions			7.00		
	55	2371	410210	146	Employer Contributions			2,549.43		
	56	2371	410540	146	Employer Contributions			490.83		
	57	2371	410550	146	Employer Contributions			487.31		
	58	2371	420100	146	Employer Contributions			7,965.95		
	59	2371	420400	146	Employer Contributions			881.22		
	60	2371	420531	146	Employer Contributions			882.97		
	61	2371	430200	146	Employer Contributions			3.51		
	62	2371	460430	146	Employer Contributions			1,444.06		
	63	2371	460445	146	Employer Contributions			1.75		
	64	2565	101000		Employer Contributions				4,436.01	
	65	2565	101000		Payroll Expenditure				9,748.68	
	66	2565	101000		Workman's Comp Discount			0.22		
	67	2565	430200	100	Payroll Expenditure			9,748.68		
	68	2565	430200	141	Employer Contributions			34.09		
	69	2565	430200	142	Employer Contributions			484.37		
	70	2565	430200	142	Workman's Comp Discount				0.22	
	71	2565	430200	143	Employer Contributions			716.08		
	72	2565	430200	144	Employer Contributions			864.68		
	73	2565	430200	146	Employer Contributions			2,336.79		
	74	2566	101000		Employer Contributions				2,780.96	

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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
	75	2566	101000		Payroll Expenditure				5,209.26	
	76	2566	101000		Workman's Comp Discount			0.11		
	77	2566	430251	100	Payroll Expenditure			5,209.26		
	78	2566	430251	141	Employer Contributions			18.25		
	79	2566	430251	142	Employer Contributions			258.06		
	80	2566	430251	142	Workman's Comp Discount				0.11	
	81	2566	430251	143	Employer Contributions			378.77		
	82	2566	430251	144	Employer Contributions			462.08		
	83	2566	430251	146	Employer Contributions			1,663.80		
	84	5210	101000		Employer Contributions				9,549.31	
	85	5210	101000		Payroll Expenditure				21,223.02	
	86	5210	101000		Workman's Comp Discount			0.39		
	87	5210	430500	100	Payroll Expenditure			21,223.02		
	88	5210	430500	141	Employer Contributions			74.30		
	89	5210	430500	142	Employer Contributions			885.20		
	90	5210	430500	142	Workman's Comp Discount				0.39	
	91	5210	430500	143	Employer Contributions			1,558.09		
	92	5210	430500	144	Employer Contributions			1,882.45		
	93	5210	430500	146	Employer Contributions			5,149.27		
	94	5310	101000		Employer Contributions				9,173.22	
	95	5310	101000		Payroll Expenditure				21,576.90	
	96	5310	101000		Workman's Comp Discount			0.31		
	97	5310	430600	100	Payroll Expenditure			21,576.90		
	98	5310	430600	141	Employer Contributions			75.54		
	99	5310	430600	142	Employer Contributions			779.85		
	100	5310	430600	142	Workman's Comp Discount				0.31	
	101	5310	430600	143	Employer Contributions			1,586.81		
	102	5310	430600	144	Employer Contributions			1,742.11		
	103	5310	430600	146	Employer Contributions			4,988.91		
	104	5410	101000		Employer Contributions				14,156.43	
	105	5410	101000		Payroll Expenditure				28,115.45	
	106	5410	101000		Workman's Comp Discount			0.59		
	107	5410	430830	100	Payroll Expenditure			28,115.45		
	108	5410	430830	141	Employer Contributions			98.41		
	109	5410	430830	142	Employer Contributions			1,332.03		
	110	5410	430830	142	Workman's Comp Discount				0.59	
	111	5410	430830	143	Employer Contributions			2,059.17		
	112	5410	430830	144	Employer Contributions			2,493.84		
	113	5410	430830	146	Employer Contributions			8,172.98		
	114	5710	101000		Employer Contributions				3,307.63	
	115	5710	101000		Payroll Expenditure				6,151.29	
	116	5710	101000		Workman's Comp Discount			0.10		
	117	5710	430252	100	Payroll Expenditure			6,151.29		
	118	5710	430252	141	Employer Contributions			21.56		
	119	5710	430252	142	Employer Contributions			235.99		
	120	5710	430252	142	Workman's Comp Discount				0.10	
	121	5710	430252	143	Employer Contributions			443.78		
	122	5710	430252	144	Employer Contributions			545.62		
	123	5710	430252	146	Employer Contributions			2,060.68		
	124	7910	101000		Direct Deposit Clearing				121,424.89	

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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
	125	7910	101000		Electronic Check				1,511,098.19	
	126	7910	101000		Employee Checks			206,388.93		
	127	7910	101000		Employer Contributions			81,246.28		
	128	7910	201000		Check for tax/benefit plan				76,135.89	
	129	7910	201000		Employee Checks				23,106.56	
	130	7910	212200		Electronic Check			1,444,241.20		
	131	7910	212200		Employee Deduction				4,712.35	
	132	7910	212200		Employer Contributions				8,864.31	
	133	7910	212501		Electronic Check			30,589.46		
	134	7910	212501		Employee Deduction				15,294.73	
	135	7910	212501		Employer Contributions				15,294.73	
	136	7910	212502		Electronic Check			19,184.54		
	137	7910	212502		Employee Deduction				9,037.43	
	138	7910	212502		Employer Contributions				10,147.11	
	139	7910	212503		Electronic Check			1,905.08		
	140	7910	212503		Employer Contributions				709.93	
	141	7910	212504		Check for tax/benefit plan			19,404.56		
	142	7910	212504		Employee Checks			2.81		
	143	7910	212504		Employer Contributions				7,143.74	
	144	7910	212505		Electronic Check			14,775.17		
	145	7910	212505		Employee Deduction				14,775.17	
	146	7910	212506		Check for tax/benefit plan			8,859.00		
	147	7910	212506		Employee Deduction				8,859.00	
	148	7910	212510		Check for tax/benefit plan			47,722.33		
	149	7910	212510		Electronic Check			402.74		
	150	7910	212510		Employee Deduction				9,031.61	
	151	7910	212510		Employer Contributions				39,086.46	
	152	7910	212515		Check for tax/benefit plan			150.00		
	153	7910	212515		Employee Deduction				150.00	
UB	2080	6/22					07/01/22			UB
	1	5210	122000		Billing - UB			177,044.46		
	2	5210	313021		Billing - UB				712.14	
	3	5210	343021		Billing - UB				176,332.32	
	4	5310	122000		Billing - UB			161,584.56		
	5	5310	343031		Billing - UB				161,584.56	
UB	2081	6/22					07/01/22			UB
	1	5210	101000		Receipts - ACH UB			22,450.92		
	2	5210	122000		Receipts - ACH UB				22,450.92	
	3	5310	101000		Receipts - ACH UB			25,908.39		
	4	5310	122000		Receipts - ACH UB				25,908.39	
UB	2082	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			910.11		
	2	5210	122000		Batch Payment ONLINE				910.11	
	3	5310	101000		Batch Payment ONLINE			1,345.28		
	4	5310	122000		Batch Payment ONLINE				1,345.28	
UB	2083	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			474.88		
	2	5210	122000		Batch Payment ONLINE				474.88	
	3	5310	101000		Batch Payment ONLINE			683.28		
	4	5310	122000		Batch Payment ONLINE				683.28	

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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
UB	2084	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			175.42		
	2	5210	122000		Batch Payment ONLINE				175.42	
	3	5310	101000		Batch Payment ONLINE			195.66		
	4	5310	122000		Batch Payment ONLINE				195.66	
UB	2085	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			1,683.06		
	2	5210	122000		Batch Payment ONLINE				1,683.06	
	3	5310	101000		Batch Payment ONLINE			2,172.19		
	4	5310	122000		Batch Payment ONLINE				2,172.19	
UB	2086	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			287.86		
	2	5210	122000		Batch Payment ONLINE				287.86	
	3	5310	101000		Batch Payment ONLINE			493.11		
	4	5310	122000		Batch Payment ONLINE				493.11	
UB	2087	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			247.95		
	2	5210	122000		Batch Payment ONLINE				247.95	
	3	5310	101000		Batch Payment ONLINE			209.85		
	4	5310	122000		Batch Payment ONLINE				209.85	
UB	2088	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			468.65		
	2	5210	122000		Batch Payment ONLINE				468.65	
	3	5310	101000		Batch Payment ONLINE			606.91		
	4	5310	122000		Batch Payment ONLINE				606.91	
UB	2089	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			688.09		
	2	5210	122000		Batch Payment ONLINE				688.09	
	3	5310	101000		Batch Payment ONLINE			798.18		
	4	5310	122000		Batch Payment ONLINE				798.18	
UB	2090	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			1,081.31		
	2	5210	122000		Batch Payment ONLINE				1,081.31	
	3	5310	101000		Batch Payment ONLINE			1,412.63		
	4	5310	122000		Batch Payment ONLINE				1,412.63	
UB	2091	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			306.45		
	2	5210	122000		Batch Payment ONLINE				306.45	
	3	5310	101000		Batch Payment ONLINE			368.07		
	4	5310	122000		Batch Payment ONLINE				368.07	
UB	2092	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			229.99		
	2	5210	122000		Batch Payment ONLINE				229.99	
	3	5310	101000		Batch Payment ONLINE			323.04		
	4	5310	122000		Batch Payment ONLINE				323.04	
UB	2093	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			496.82		
	2	5210	122000		Batch Payment ONLINE				496.82	
	3	5310	101000		Batch Payment ONLINE			573.47		
	4	5310	122000		Batch Payment ONLINE				573.47	

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UB	2094	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			293.69		
	2	5210	122000		Batch Payment ONLINE				293.69	
	3	5310	101000		Batch Payment ONLINE			270.21		
	4	5310	122000		Batch Payment ONLINE				270.21	
UB	2095	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			299.86		
	2	5210	122000		Batch Payment ONLINE				299.86	
	3	5310	101000		Batch Payment ONLINE			323.96		
	4	5310	122000		Batch Payment ONLINE				323.96	
UB	2096	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			199.99		
	2	5210	122000		Batch Payment ONLINE				199.99	
	3	5310	101000		Batch Payment ONLINE			273.69		
	4	5310	122000		Batch Payment ONLINE				273.69	
UB	2097	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			281.06		
	2	5210	122000		Batch Payment ONLINE				281.06	
	3	5310	101000		Batch Payment ONLINE			340.11		
	4	5310	122000		Batch Payment ONLINE				340.11	
UB	2098	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			61.09		
	2	5210	122000		Batch Payment ONLINE				61.09	
	3	5310	101000		Batch Payment ONLINE			94.65		
	4	5310	122000		Batch Payment ONLINE				94.65	
UB	2099	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			373.99		
	2	5210	122000		Batch Payment ONLINE				373.99	
	3	5310	101000		Batch Payment ONLINE			406.73		
	4	5310	122000		Batch Payment ONLINE				406.73	
UB	2100	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			29.82		
	2	5210	122000		Batch Payment ONLINE				29.82	
	3	5310	101000		Batch Payment ONLINE			54.22		
	4	5310	122000		Batch Payment ONLINE				54.22	
UB	2101	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			85.41		
	2	5210	122000		Batch Payment ONLINE				85.41	
	3	5310	101000		Batch Payment ONLINE			112.74		
	4	5310	122000		Batch Payment ONLINE				112.74	
UB	2102	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			29.82		
	2	5210	122000		Batch Payment ONLINE				29.82	
	3	5310	101000		Batch Payment ONLINE			45.30		
	4	5310	122000		Batch Payment ONLINE				45.30	
UB	2103	6/22					07/01/22			UB
	1	5210	101000		Batch Payment ONLINE			344.64		
	2	5210	122000		Batch Payment ONLINE				344.64	
	3	5310	101000		Batch Payment ONLINE			453.91		
	4	5310	122000		Batch Payment ONLINE				453.91	

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Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
UB	2104	6/22				TRANSFER	07/01/22			UB
	1	5210	122000		Adj-UB Auto Distribute			5,057.57		
	2	5210	101000		Adj-UB Auto Distribute				5,057.57	
	3	5310	101000		Adj-UB Auto Distribute			5,057.57		
	4	5310	122000		Adj-UB Auto Distribute				5,057.57	
UB	2105	6/22					07/01/22			UB
	1	5210	122000		Adjustment - UB			739.82		
	2	5210	343021		Adjustment - UB				739.82	
	3	5310	122000		Adjustment - UB			44.22		
	4	5310	343031		Adjustment - UB				44.22	
							Grand Total	3,138,255.59	3,138,255.59	

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Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
40155	3 MONTANA DAKOTA UTILITIES	17,888.58						
	07/08/22 CT BASEBALL FIELD	1,056.88		NA	2425 430263	300	101000	
	07/08/22 2ND AVE & 3RD ST	21.01		NA	2425 430263	300	101000	
	07/08/22 6TH ST SWIMMING POOL	7.91		NA	1000 460445	300	101000	
	07/06/22 VILLAGE SQUARE FLOODLIGHT	16.91		NA	2425 430263	300	101000	
	07/07/22 PARK PAVILLION	54.30		NA	1000 460430	300	101000	
	07/07/22 NEW TENNIS COURTS	21.48		NA	2425 430263	300	101000	
	07/07/22 CC PARK LOT	16.91		NA	2425 430263	300	101000	
	07/07/22 CENTRAL PARK LIGHTS	59.08		NA	2425 430263	300	101000	
	06/29/22 QUILLING PARK	116.15		NA	1000 460430	300	101000	
	06/28/22 WATER TOWER	40.40		NA	5210 430500	300	101000	
	07/06/22 STREET LIGHTS	8,455.50		NA	2425 430263	300	101000	
	07/07/22 7TH AVE SWIMMING POOL	6,007.67		NA	1000 460445	300	101000	
	07/07/22 WELL #10	101.53		NA	5210 430500	300	101000	
	07/07/22 FIREHALL- 115 2ND ST SE	470.36		NA	1000 411200	300	101000	
	07/07/22 WATER TREATMENT PLANT	1,442.49		NA	5210 430500	300	101000	
	*** Claim from another period (6/22) ****							
40156	56 BUILDERS FIRSTSOURCE	51.97						
	85602374 06/22/22 FACET	31.99		23077	5210 430500	200	101000	
	85513216 06/08/22 THROUGH THE ROOF	19.98		23072	5210 430500	200	101000	
	*** Claim from another period (6/22) ****							
40157	39 NORTHWEST PIPE FITTINGS, INC.	1,190.59						
	6738134 06/01/22 8'' PVC T	181.45		23207	5310 430600	200	101000	
	6739209 06/02/22 COMP BALL CORP	301.84		22982	5210 430500	200	101000	
	6740167 06/03/22 PIPE TAPE & CTS COMP	101.27		22981	5210 430500	200	101000	
	6745376 06/13/22 IP SERVICE SADDLE	76.92		22982	5210 430500	200	101000	
	6725905 06/14/22 BATHROOM REPLACEMENT PARTS	319.89		22589	1000 460430	930	101000	
	6751263 06/22/22 MISC. WATER SUPPLIES	209.22		23075	5210 430500	200	101000	
40158	3 MONTANA DAKOTA UTILITIES	1,011.72						
	07/08/22 FIREHALL- 1105 3RD ST NW	76.68		NA	1000 420400	300	101000	
	07/08/22 GENERATOR- 1105 3RD ST NW	935.04		NA	1000 420400	300	101000	
40159	1150 CINTAS	380.40						
	5115581790 07/08/22 RESTOCK CITY SHOP CABINET	126.80		23047	5210 430500	300	101000	
	5115581790 07/08/22 RESTOCK CITY SHOP CABINET	126.80		23047	5310 430600	300	101000	
	5115581790 07/08/22 RESTOCK CITY SHOP CABINET	126.80		23047	2565 430200	300	101000	
40160	898 TORGERSON'S LLC	1,207.25						
	P01452 07/11/22 LEICA MANUAL	1,207.25		HANSON	5310 430600	200	101000	

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
*** Claim from another period (6/22) ****									
40161	2 LOWER YELLOWSTONE R.E.A.	5,961.68							
	06/30/22 WATER TANK	79.64		NA	5210 430500	300		101000	
	06/30/22 3-PHASE	607.84		NA	5310 430600	300		101000	
	06/30/22 SIDNEY LAGOON	4,625.50		NA	5310 430600	300		101000	
	06/30/22 LAGOON	648.70		NA	5310 430600	300		101000	
*** Claim from another period (6/22) ****									
40162	44 REYNOLDS WAREHOUSE GROCERY	379.03							
	04-1793576 06/07/22 SUPPLIES FOR MMIA TRAINING	178.05		NA	1000 411200	200		101000	
	81-2241356 06/15/22 CITY HALL BREAK ROOM SUPPL	200.98		NA	1000 411200	200		101000	
40163	531 GLOBAL SAFETY NETWORK, INC.	138.25							
	392534 07/08/22 DOT RAN LAB- CHRISTENSEN	47.25		NA	5410 430830	300		101000	
	392534 07/08/22 DOT RAN LAB- MEISSEL	47.25		NA	5310 430600	300		101000	
	392534 07/08/22 NON DOT RAN LAB- JURGENS	43.75		NA	5310 430600	300		101000	
*** Claim from another period (6/22) ****									
40164	1174 VALLI	117.22							
	83203 06/30/22 E-STATEMENTS/WEB POST/MAINT.	58.61		NA	5210 430500	300		101000	
	83203 06/30/22 E-STATEMENTS/WEB POST/MAINT.	58.61		NA	5310 430600	300		101000	
*** Claim from another period (6/22) ****									
40165	1361 HEALTHY IS WELLNESS LLC	425.00							
	2051 06/30/22 CORP. WELLNESS PROGRAM	425.00		NA	5410 430830	300		101000	
*** Claim from another period (6/22) ****									
40166	19 ELK RIVER PRINTING	597.00							
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	5210 430500	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	5310 430600	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	5710 430252	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	2565 430200	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	2566 430251	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	1000 411200	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.62		NA	5410 430830	200		101000	
	37591 06/16/22 TIMECARDS/PO BOOKS	74.66		NA	1000 460430	200		101000	
*** Claim from another period (6/22) ****									
40167	47 SIDNEY CARBURETOR & ELECTRIC	159.85							
	3775564 06/09/22 BATTERY- F-150	159.85		23073	5210 430500	200		101000	
*** Claim from another period (6/22) ****									
40168	966 KLJ ENGINEERING LLC	2,058.59							
	10170544 06/23/22 PLANNING SERVICES- MAY 2022	2,058.59		NA	1000 411030	300		101000	
*** Claim from another period (6/22) ****									
40169	E 1213 SIDNEY WATER DEPARTMENT	1,279.07							
	06/30/22 JUNE 2022- WATER BILL	502.55		NA	1000 420400	300		101000	
	06/30/22 JUNE 2022- SEWER BILL	776.52		NA	1000 420400	300		101000	

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Claim	Vendor #/Name/	Document \$/	Disc \$						Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
*** Claim from another period (6/22) ****									
40170	E 1038 WEX BANK	15,515.69							
82214516	06/30/22 STREETS FUEL	3,076.29		NA	2565 430200	300		101000	
82214516	06/30/22 WATER FUEL	1,063.31		NA	5210 430500	300		101000	
82214516	06/30/22 SEWER FUEL	2,779.07		NA	5310 430600	300		101000	
82214516	06/30/22 SOLID WASTE FUEL	6,099.74		NA	5410 430830	300		101000	
82214516	06/30/22 PARKS FUEL	1,146.66		NA	1000 460430	300		101000	
82214516	06/30/22 SWEEPING FUEL	1,350.62		NA	5710 430252	300		101000	
40171	100 MONTANA MUNICIPAL INTERLOCAL	58,873.50							
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	2,600.00		NA	2190 420100	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	750.00		NA	2190 460440	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	750.00		NA	2190 411200	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	3,400.00		NA	2190 420400	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	1,500.00*		NA	2190 460430	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	1,000.00		NA	2190 460445	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	10,000.00		NA	2565 430200	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	11,000.00*		NA	5210 430500	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	14,873.50*		NA	5310 430600	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	10,000.00*		NA	5410 430830	500		101000	
PR-105-202	07/01/22 FY22-23 PROP. PROGRAM ASSE	3,000.00*		NA	5710 430252	500		101000	
*** Claim from another period (6/22) ****									
40172	E 1038 WEX BANK	3,467.60							
81606837	07/01/22 SPD FUEL BILL- MAY/JUNE 2022	3,467.60		NA	1000 420100	230		101000	
*** Claim from another period (6/22) ****									
40173	1045 TRACTOR SUPPLY CREDIT PLAN	207.92							
100534686	06/22/22 FLOOD LIGHT	64.99		22932	5310 430600	200		101000	
100535597	06/23/22 PITCH FORKS	69.98		23288	1000 460430	200		101000	
200387479	06/27/22 FENCING PILERS	60.97		23216	5310 430600	200		101000	
200388283	06/27/22 POST CLIPS	11.98		22933	5310 430600	200		101000	
*** Claim from another period (6/22) ****									
40174	37 NIEHENKE WELDING, INC.	1,245.00							
29981	06/10/22 NEW MOUNTS FOR SNOWBLOWER	1,245.00		NA	2566 430251	300		101000	
40175	1310 MONDAK GROUNDSKEEPERS LLC	1,450.00							
149	07/01/22 MOWING OF NUISANCE LOTS	1,450.00*		NA	2584 430200	300		101000	
*** Claim from another period (6/22) ****									
40176	36 NAPA	337.55							
773473	06/06/22 STOP LEAK HUSTLER	9.99		23165	2565 430200	200		101000	
773813	06/08/22 BAGS OF QUICKCRETE	34.94		23043	5310 430600	200		101000	
773829	06/10/22 CARRIAGE BOLTS & VALVES	25.18		23273	5710 430252	200		101000	
774098	06/10/22 HOSE CLAMPS #831	8.06		23277	5410 430830	200		101000	
774786	06/16/22 OUTLET	1.29		23282	2565 430200	200		101000	
774990	06/17/22 SPARK PLUG	1.94		23283	2565 430200	200		101000	
774978	06/17/22 RETURN SPARK PLUG	0.00		23283	2565 430200	200		101000	

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	775207	06/20/22	BELT	25.21		23213	5310 430600	200	101000	
	775335	06/22/22	BAGS OF FLOOR DRY	61.45		23044	5410 430830	200	101000	
	775356	06/21/22	PIPE WRENCH	69.99		23215	5310 430600	200	101000	
	775408	06/21/22	COUPLERS & AIR HOSES	84.13		23287	2565 430200	200	101000	
	776328	06/29/22	FUEL FILTERS	15.37		23294	1000 460430	200	101000	
				*** Claim from another period (6/22) ****						
40177		1229	KALIL LAW FIRM	2,900.00						
	1929	06/30/22	JUNE 2022 BILLING	2,900.00		NA	1000 411100	300	101000	
				*** Claim from another period (6/22) ****						
40178			350 ENERGY LABORATORIES INC	755.00						
	477083	06/06/22	SEWER SAMPLES	88.00		NA	5310 430600	300	101000	
	478113	06/10/22	WATER SAMPLES	96.00		NA	5210 430500	300	101000	
	480637	06/21/22	SEWER SAMPLES	271.00		NA	5310 430600	300	101000	
	480638	06/21/22	SEWER SAMPLES	116.00		NA	5310 430600	300	101000	
	480639	06/21/22	WATER SAMPLES	96.00		NA	5210 430500	300	101000	
	480940	06/22/22	SEWER SAMPLES	88.00		NA	5310 430600	300	101000	
				*** Claim from another period (6/22) ****						
40179		12	CROSS PETROLEUM	242.96						
	15007	06/30/22	FUEL FOR CITY UNITS	242.96		NA	1000 420400	300	101000	
				*** Claim from another period (6/22) ****						
40180		634	BIG SKY FIRE EQUIPMENT	1,030.78						
	502212	07/06/22	LOCKING ARMS FOR SMEAL LADDER	1,030.78		NA	1000 420400	200	101000	
				*** Claim from another period (6/22) ****						
40181		77	RICHLAND COUNTY TREASURER	1,201.51						
		06/30/22	CRIMINAL CONVICTION	340.00		NA	7467 212300		101000	
		06/30/22	LAW ENFORCEMENT SCHOOL	40.00		NA	7467 212300		101000	
		06/30/22	TECHNOLOGY SURCHARGE	290.00		NA	7458 212200		101000	
		06/30/22	VICTIM WITNESS SURCHARGE	531.51		NA	2917 212500		101000	
40182		1190	JUSTIN VERHASSELT	350.00						
		07/01/22	PERSONAL VEHICLE USE	350.00		NA	1000 420400	300	101000	
40183		1362	JOHN SEITZ	350.00						
		07/01/22	PERSONAL VEHICLE USE	350.00		NA	1000 420400	300	101000	
40184		1231	ADAM SMITH	500.00						
		07/01/22	PERSONAL VEHICLE USE	500.00		NA	1000 420400	300	101000	
40185		184	INTERSTATE ENGINEERING INC	18,969.00						
	47702	07/05/22	4TH AVE SE CURB & GUTTER	6,469.00*		NA	2821 430200	930	101000	
	47696	07/01/22	DRONE FLIGHT- GIS	6,250.00*		NA	5210 430500	930	101000	
	47696	07/01/22	DRONE FLIGHT- GIS	6,250.00		NA	5310 430600	930	101000	

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*** Claim from another period (6/22) ****									
40186	1159 TBID	6,091.50							
	#W8813 04/18/22 CANDLEWOOD	3,118.50		NA	2101 460440	700		101000	
	#W8781 01/11/22 CANDLEWOOD	3,757.50		NA	2101 460440	700		101000	
	#W8779 01/06/22 CANDLEWOOD	3,309.00		NA	2101 460440	700		101000	
	12/31/21 OVERPAYMENT CREDIT	-4,093.50		NA	2101 460440	700		101000	
40187	100 MONTANA MUNICIPAL INTERLOCAL	94,672.00							
	07/01/22 FY22-23 LIABILITY PROGR.	756.00		NA	2190 410130	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	851.00		NA	2190 410210	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	756.00		NA	2190 410540	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	756.00		NA	2190 410550	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	37,784.00		NA	2190 420100	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	1,134.00		NA	2190 420400	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	1,417.00		NA	2190 430251	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	2,362.00*		NA	2190 460430	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	2,362.00		NA	2190 460440	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	3,307.00		NA	2190 460445	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	10,000.00		NA	2565 430200	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	10,000.00*		NA	5210 430500	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	10,000.00*		NA	5310 430600	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	9,687.00*		NA	5410 430830	500		101000	
	07/01/22 FY22-23 LIABILITY PROGR.	3,500.00*		NA	5710 430252	500		101000	
*** Claim from another period (6/22) ****									
40188	1180 KIWANIS CLUB OF SIDNEY	230.00							
	07/12/22 MEMBER DUES- NORBY	115.00		NA	1000 411200	300		101000	
	07/12/22 MEMBER DUES- KRAFT	115.00		NA	1000 410210	300		101000	
40189	1027 MFCP INC	51.60							
	8379691 07/08/22 HOSE FOR 280 SKIDSTEER	51.60		23048	2565 430200	200		101000	
*** Claim from another period (6/22) ****									
40190	35 LEE'S TIRE CENTER, INC.	50.00							
	150725 06/28/22 TIRE REPAIR #417	50.00		23292	5410 430830	300		101000	
40191	1243 GRONDAHL RECREATION INC	8,500.00							
	22S469 06/27/22 FROG PIECE PARK PIECE	8,500.00		22600	1000 460430	930		101000	
40192	E 399 VERIZON WIRELESS	412.76							
	9910452619 07/06/22 WATER CELL PHONE	111.27		NA	5210 430500	300		101000	
	9910452619 07/06/22 SEWER CELL PHONE	112.77		NA	5310 430600	300		101000	
	9910452619 07/06/22 PARKS CELL PHONE	47.18		NA	1000 460430	300		101000	
	9910452619 07/06/22 STREETS CELL PHONE	47.18		NA	2565 430200	300		101000	
	9910452619 07/06/22 GARBAGE CELL PHONE	47.18		NA	5410 430830	300		101000	
	9940452619 07/06/22 FIRE CELL PHONE	47.18		NA	1000 420400	300		101000	

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40193	263 BOSS INC.	40.97					
	478856-0 07/13/22 LABELS FOR FOLDERS	32.99		NA	1000 420400	200	101000
	478528-1 07/11/22 HANGING FOLDER TABS	7.98		NA	1000 420400	200	101000
40194	3 MONTANA DAKOTA UTILITIES	29.39					
	07/08/22 202 S CENTRAL AVE	21.48		NA	2425 430263	300	101000
	07/08/22 BIKE PATH	7.91		NA	2425 430263	300	101000
40195	1310 MONDAK GROUNDSKEEPERS LLC	895.00					
	154 07/08/22 5TH ST SW	50.00*		NA	2584 430200	300	101000
	154 07/08/22 FUEL CHARGE	45.00*		NA	2584 430200	300	101000
	154 07/13/22 CENTRE THEATER	100.00*		NA	2584 430200	300	101000
	154 07/13/22 CANDLEWOOD	600.00*		NA	2584 430200	300	101000
	154 07/13/22 606 6TH ST SE	100.00*		NA	2584 430200	300	101000
40196	454 NICE	41.65					
	7105744 06/30/22 PHONES	41.65		NA	1000 411200	340	101000
	*** Claim from another period (6/22) ****						
40197	20 EAST-MONT ENTERPRISES, INC.	242.31					
	160835 07/05/22 POOL CLEANING SUPPLIES	77.99		23309	1000 460445	200	101000
	160908 07/12/22 POOL CLEANING SUPPLIES	164.32		23310	1000 460445	200	101000
40198	491 USA BLUE BOOK	438.26					
	34476 07/06/22 SMALL WATER SYSTEMS	438.26		23221	5310 430600	200	101000
	*** Claim from another period (6/22) ****						
40199	77 RICHLAND COUNTY TREASURER	82,252.70					
	06/30/22 2ND HALF FY21-22 COMMUNICATION	82,252.70		NA	1000 420100	310	101000
	*** Claim from another period (6/22) ****						
40200	1203 TRANS UNION LLC	13.11					
	06223774 06/25/22 PRE-EMPLOYMENT CREDIT REPORT	13.11		NA	1000 420100	300	101000
	*** Claim from another period (6/22) ****						
40201	77 RICHLAND COUNTY TREASURER	532.00					
	07/06/22 SPD PRISONER BOARD- JUNE 2022	532.00		NA	1000 420200	300	101000
	*** Claim from another period (6/22) ****						
40202	139 GALL'S LLC	1,650.00					
	021420926 06/15/22 ASP TRI-FOLD- AGENCY SET	1,650.00		NA	1000 420100	200	101000
	*** Claim from another period (6/22) ****						
40203	994 MACON SUPPLY	75.00					
	72035 06/15/22 EXPANSION JOINT ROLLS	75.00		23049	2821 430200	200	101000

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40204	E	1262 VISA	7,898.84					
		07/15/22 SUPPLIES	5,597.40		NA	1000 420100	200	101000
		07/15/22 PURCHASE SERVICES	169.43		NA	1000 420100	300	101000
		07/15/22 K9-SUPPLIES	1,474.97		NA	1000 420150	200	101000
		07/15/22 K9-PURCHASE SERVICES	657.04		NA	1000 420150	300	101000
# of Claims			50	Total:	344,359.80			
Total Electronic Claims			28,573.96	Total Non-Electronic Claims	315785.84			