



City of Sidney, MT  
City Council Regular Meeting 8-4-25  
August 04, 2025 6:30 PM  
115 2nd Street SE | Sidney, MT 59270

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

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

1. Call to Order
2. Pledge of Allegiance
3. Aldermen Present
4. Correction or Approval of Minutes
  - a. [July 21st, 2025 City Council Regular Meeting Minutes](#)
  - b. [July 29th, 2025 Water/Sewer Committee Meeting Minutes](#)
5. Visitors
6. Public Hearing
7. Mayor Norby
  - a. Update:
8. Committee Meeting Work
  - a. Announcing: Budget and Finance Committee 8-7-25 at 5:30pm-FY25-26 Budget
  - b. Water and Sewer Committee-FY25-26 Fire Inspection and Building Permit Software's and Budgets
  - c. Water and Sewer Committee-FY25-26 PW Preliminary Budget
9. Alderman Requests and Committee Reports

Budget and Finance – Chairman Christensen – DiFonzo, Koffler. Police and Fire– Chairman DiFonzo – Rasmussen, Larson. Parks and Recreation – Chairman Christensen – Larson, Rasmussen. Water and Sewer – Chairman Buxbaum – Christensen, DiFonzo. Street and Alley – Chairman Rasmussen –

10. Unfinished Business

11. New Business

[a.](#) Vestis Rug and Laundry Contracts for City Hall and City Shop

12. City Planner

[a.](#) Tjelde Boundary Line Relocation

[b.](#) Sheehan Final Plat

13. City Attorney

14. Chief of Police

15. Public Works Director

16. Fire Marshal/Building Inspector

[a.](#) Blazestack Fire Investigation Software \$1,500/year

b. Building Permit Software Contract

17. City Clerk/Treasurer

18. Consent Agenda

[a.](#) Claims to be approved: \$175,788.09

Intermediary Claims (\$ ):

Isaac Rangel                \$450.00

Zach Bayless              \$423.63

Blue Rock Prod.            \$7,000.00

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

RC2026-6, 2026-3, 2026-6, 2026-8, 2026-9

19. Adjournment



City of Sidney, MT  
 City Council Regular Meeting 7-21-25  
 July 21, 2025 6:30 PM  
 115 2nd Street SE | Sidney, MT 59270

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

**1. Call to Order**

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

**2. Pledge of Allegiance**

The Pledge of Allegiance was stated by all present.

**3. Aldermen Present**

Christensen, Buxbaum, Larson, Rasmussen, and DiFonzo.

Absent: Koffler

**4. Correction or Approval of Minutes**

**a. July 7th, 2025 Regular Meeting Minutes**

Motion was made to approve.

Motion made by Alderwoman Buxbaum, Seconded by Alderwoman Larson.

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

**b. July 15th, 2025 Water/Sewer Committee Meeting Minutes**

Motion was made to approve.

Motion made by Alderwoman Buxbaum, Seconded by Alderwoman Larson.

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

**5. Visitors**

Jordan Mayer, Alan Seigfreid, Amanda Seigfreid, Kelsey Hart, Kal Tucker (Maguire), Malcolm Richerson (Gerard Tank), Nick Gerard (Gerard Tank), Jen Doty, Melissa Boyer.

Via Zoom: James Falcon

Nick Gerard (Gerard Tank) and Kal Tucker (Maguire) introduced themselves and gave business background and experience history of their companies as the two bidders for the North Park Elevated Water Tank Project.

Kelsey Hart (Rouge Salon) seeking council approval to close the 1st block of East Main Street for sidewalk sales on August 22nd from 11:30am to 7:00pm. She will ensure that vehicles are removed from the street prior to barricades being placed in the alley and side street. Mrs. Hart will have a porta-potty placed to reduce the bathroom usage at the Village Square Mall during the event. Mayor Norby requested for Mrs. Hart to speak with law enforcement for approval.

Motion was made to approve closing East Main Street August 22nd from 11:30am to 7:00pm with law enforcement approval.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Christensen.

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

## 6. Public Hearing

Nothing.

## 7. Mayor Norby

### a. Update:

Nothing.

## 8. Committee Meeting Work

### a. Water and Sewer Committee Meeting-North Park Elevated Water Tank Project-Bid Award Recommendation for Schedule 2

Motion was made to table the North Park Elevated Water Tank Project-Bid Award Recommendation for Schedule 2.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Rasmussen.

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

### b. Call for Park and Rec Committee-Johnson Park Parking Lot

Park and Rec Committee Meeting scheduled for Monday, August 4th at 5:30pm to discuss Johnson Park Parking Lot. Alderwoman Larson will attend via zoom.

## 9. Alderman Requests and Committee Reports

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

Alderman DiFonzo requested the podium for guest speakers be moved forward a few feet so visitors were not obstructed by the pillar next to the podium. The podium was adjusted during the meeting to councils approval.

## 10. Unfinished Business

Nothing.

## 11. New Business

### a. Seigfreid Agency Sidewalk Contract

PWD Hintz stated that curb and gutter were replaced along with sidewalks around Seigfreid Agency at 120 2nd Street NE and looks great. The City of Sidney drafted a contract for Seigfreid Agency for repayment of the sidewalk replacement. The contracted repayment amount is for \$34,567.00, including a flat financing fee of \$1500.00, to be paid in annual payments of \$3456.70 over the next ten years.

Amanda Seigfreid thanked the City Council and PWD Hintz for the curb, gutter, and sidewalk replacements and contract for repayment.

Motion was made to approve the Seigfreid Agency Sidewalk Contract.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Christensen.

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

## 12. City Planner

Nothing.

## 13. City Attorney

### a. Resolution No. 3949-Setting FY25-26 Wages

Mayor Norby read Resolution No. 3949- Setting FY25-26 Wages.

Motion was made to approve Resolution No. 3949- Setting FY25-26 Wages.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Christensen.

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

#### 14. Chief of Police

##### a. June 2025 Police Department Report

June 2025 Police Department Report was presented. Chief Kraft was not in attendance due to training out of town.

#### 15. Public Works Director

##### a. June 2025 Public Works Report

PWD Hintz presented the June 2025 Public Works Report. PWD Hintz stated that approximately 70% of the summer paving projects are completed. The asphalt supplier is down for repair at this time but hoping to complete the last of the paving next week.

PWD Hintz reported that there was a catastrophe at the wastewater treatment plant on Saturday, July 19th. A morning thunder storm caused a power outage Saturday that affected the wastewater treatment plant south of Sidney. The generator did not engage during the power outage, causing flooding inside the headworks building. The flooding damaged the building and mechanical equipment and is under investigation. PWD Hintz stated that the power was restored by that afternoon and that cleanup is being done.

Alderman DiFonzo asked if the paving projects follow a schedule. PWD Hintz replied that paving typically follows the water and wastewater replacement or repair projects to re-pave the disrupted street. Other paving projects are on an as needed schedule, as 11th and 12th Street SW and Main Street were done this year. Alderman DiFonzo asked if the Wagon Wheel streets were on the schedule. PWD Hintz stated that he plans to fill some of the potholes in that subdivision this year but the streets need a full re-construct not just overlay.

##### b. June 2025 Compliance Officer Report

PWD Hintz presented the June 2025 Compliance Officer Report. There were 76 properties noticed for mowing and all but 3 have been abated. Currently there are 4 properties approved to be noticed by the Nuisance Committee for Abatements.

Lacey Dynneson has been hired as the new Compliance Officer and is currently in training.

#### 16. Fire Marshal/Building Inspector

Nothing.

#### 17. City Clerk/Treasurer

**a. June 2025 Reports-on hold until FYE Closed**

June 2025 Reports are on hold until FYE is closed.

**18. Consent Agenda**

Motion was made to approve the claims.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Larson.

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

**a. Claims to be approved: \$358,782.29**

Intermediary (\$573.58)

RCF&R        \$400.00

MDU            \$37.66

MDU            \$135.92

**b. Building Permits to be approved:**

**19. Adjournment**

at 6:56pm.



City of Sidney, MT  
 Water and Sewer Committee Meeting 7-29-25  
 July 29, 2025 5:30 PM  
 115 2nd Street SE | Sidney, MT 59270

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Alderman Present: Buxbaum, DiFonzo and Chamberlin

Other's Present: Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin, Deputy Clerk/Treasurer Schmierer, Water Commissioner Tiesen, Sewer Superintendent Jurgens, Solid Waste Superintendent Meissel, Parks Superintendent Ridl,

## 1. New Business

### a. Fire Report Software (Blazestack) and Budget

Clerk/Treasurer Chamberlin provided the Fire Department budget and CIP information to the Water/Sewer Committee. She stated they increased the 340 Purchased Services for the water/sewer bill to account for the increased usage and increased the 300 purchased services \$1,500 for the Blazestack contract. FM/BI Rasmussen stated Blazestack is a software that he can use for fire reports/investigations. He stated this will not only be a tool for tracking but also assist him in training how to do the investigations. This is an automatic renewal contract.

Motion was made to recommend approval of the Blazestack contract.

Motion made by Christensen, Seconded by Buxbaum.

Voting Yea: Buxbaum, Christensen, DiFonzo

### b. Building Permit Software and Budget

Clerk/Treasurer Chamberlin presented the Building Inspection budget. She stated payroll was increased to account for part of the code enforcement payroll, and the 310 Purchased Services for plan review was reduced based off of several years averages. She stated they increased the 300 purchased services for a building permit tracking software. FM/BI Rasmussen stated they have reviewed software with IWORKS and have another to review on August 4th with CivicsPlus. Benefits of using one of these programs include better reporting, tracking and information on the building permits, easier for communication between City Hall and FM/BI Rasmussen, City Hall reporting and tracking, it can be used by the Compliance Officer on code



violations and these modules would include online applications for the public that will ease their time.

Clerk/Treasurer Chamberlin stated the fee's earned in the building department must be used for the building department and so this increase is not being paid for out of property taxes.

Motion was made to recommend approval of the purchasing a building permit tracking software.

Motion made by DiFonzo, Seconded by Christensen.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **c. FY25-26 PW Budget-Parks & Pool**

PWD Hintz and Parks Superintendent Ridl presented the proposed capital projects and purchases for the parks and pool departments.

Clerk/Treasurer Chamberlin stated this budget, ultimately, will be approved once the taxable valuation is received and mill levies are set, but they wanted to present what they are expecting to budget should they come in as anticipated.

#### **d. FY25-26 PW Budget-Lighting**

PWD Hintz and Clerk/Treasurer Chamberlin presented the proposed capital projects and purchases for the lighting department and its budget for FY25-26.

Motion was made to recommend approval of the FY25-26 Lighting Budget.

Motion made by Christensen, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **e. FY25-26 PW Budget-Streets**

PWD Hintz and Solid Waste Superintendent Meissel presented the proposed capital projects and purchases for the street department and its CIP accounts.

Clerk/Treasurer Chamberlin stated there is no recommendation for increase in the Street Maintenance fees and the CIPs are funded via the oil and gas fund, with the Street Equipment CIP needing a transfer into it of \$40,000 to cover the anticipated expenditures. Clerk/Treasurer Chamberlin stated there is another \$90,000 saved in the street construction CIP that could be budgeted to pave the parking lot next to City Hall that PWD Hintz anticipates will cost upwards of \$85,000 to hire it out to be done.

Motion was made to recommend approval of the FY25-26 street department and its CIP fund budgets.

Motion made by Buxbaum, Seconded by Christensen.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **f. FY25-26 PW Budget-Ice & Snow**

PWD Hintz presented the proposed capital projects and purchases for the snow removal department.

Clerk/Treasurer Chamberlin stated there is \$67,100 being spent on capital projects, with just under \$200,000 in cash available in that fund, leaving the cash available at the end of the year at a little over \$160,000.

Motion was made to recommend approval of the FY 25-26 snow removal budget.

Motion made by DiFonzo, Seconded by Christensen.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **g. FY25-26 PW Budget-Water**

PWD Hintz and Water Commissioner Tiesen presented the proposed capital projects and purchases for the water department.

Clerk/Treasurer Chamberlin stated the revenues will exceed the expenditures by approximately \$120,000 including the additional bond payment for the water tower project, borrowing the full \$10,000,000, that could be as high as \$650,000/year. She stated that the bond requirements for net revenue are being met in this department and they are not requesting the review for a fee increase at this time.

Water Commissioner Tiesen informed the committee that next fiscal year they might be forced to go to bid for a new SCADA system and the current provider is not responding to support calls and the system has not been fully functional for 3 years when the last \$140,000 update was completed. He stated this will be time sensitive, and the correct provider will need to be included in the water tower project.

Motion was made to recommend approval of the FY25-26 water department budget.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **h. FY25-26 PW Budget-Sewer**

PWD Hintz and Sewer Superintendent Jurgens presented the proposed capital projects and purchases for the sewer department.

Clerk/Treasurer Chamberlin stated by completing all of the budgeted expenditures, they will be using a little over \$900,000 in cash, with \$3.47 million in cash remaining at the end of the fiscal year. She stated the bond requirements for net revenue are being met in this fund and they are not recommending a rate increase review at this time, but the conversation for planning for one will need to start within the next year.

Motion was made to recommend approval of the FY25-26 sewer department budget.

Motion made by Christensen, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **i. FY25-26 PW Budget-Solid Waste**

PWD Hintz and Solid Waste Superintendent Meissel presented the proposed capital projects and purchases for the solid waste department.

Clerk/Treasurer Chamberlin stated the revenues will exceed the expenditures by approximately \$310,000. She stated this puts them inline for saving for new garbage trucks that are needed every 2-3 years and they are not requesting the review for a fee increase at this time. Superintendent Meissel stated they are possibly looking into fabricating the wind racks in house during the slower winter months due to the local contractor possibly not continuing in the future.

Motion was made to recommend approval of the FY25-26 solid waste department budget.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

#### **j. FY25-26 PW Budget-Sweeping**

PWD Hintz and Clerk/Treasurer Chamberlin presented the proposed capital projects and purchases for the sweeping department.

Clerk/Treasurer Chamberlin stated the revenues will exceed the expenditures by approximately \$120,000. She stated this puts them inline for saving for a new sweeper that is needed every 2-3 years and they are not requesting the review for a fee increase at this time.

Motion was made to recommend approval of the FY25-26 sweeping department budget.

Motion made by Christensen, Seconded by DiFonzo.

Voting Yea: Buxbaum, Christensen, DiFonzo

Adjourned at 7:05 pm.

## SERVICE AGREEMENT

Customer # 290001657

**Customer's Service Location**

**Customer's Billing Address**

<b>CUSTOMER NAME:</b> CITY OF SIDNEY / OFFICES	<b>CUSTOMER NAME:</b> CITY OF SIDNEY / OFFICES
<b>ADDRESS:</b> 115 2ND ST SE	<b>ADDRESS:</b> 115 2ND ST SE
<b>CITY/STATE/ZIP:</b> SIDNEY, MT 59270	<b>CITY/STATE/ZIP:</b> SIDNEY, MT 59270

### NON-GARMENT MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASycare® RATE (per item)	REPLACEMENT CHARGE (per item)
DM2199DKGY MAT RND PATTERN 3X10	8	\$27.801	E4W	50%	\$0.542	\$230.372
DM2199DKGY MAT RND PATTERN 4X6	2	\$22.598	E4W	50%	\$0.542	\$172.994

\*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments.

### ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Garment Preparation	- per Garment	Service Charge	\$41.63 per Week
Company Emblem	- per Emblem		
Name Emblem	- per Emblem		
Other Emblem	- per Emblem	Multi-day Stop Charge	- per Additional Stop

Additional Terms/Charges:

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page



## SERVICE AGREEMENT

Customer # 290001658

**Customer's Service Location**
**Customer's Billing Address**

<b>CUSTOMER NAME:</b> CITY OF SIDNEY / SHOP	<b>CUSTOMER NAME:</b> CITY OF SIDNEY / SHOP
<b>ADDRESS:</b> 1101 3RD ST NE	<b>ADDRESS:</b> 115 2ND ST SE
<b>CITY/STATE/ZIP:</b> SIDNEY, MT 59270	<b>CITY/STATE/ZIP:</b> SIDNEY, MT 59270

### GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)
3	GO1539NAVY COAT SHOP SNAP 4PKT POLY	2	\$2.142	\$1.323	EOW	\$29.725

### NON-GARMENT MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)
CE0120XXXX BAG STAND TALL X	1	\$2.065	EOW	100%	\$0.000	\$18.496
CE0121XXXX HANGER STAND X	1	\$2.065	EOW	100%	\$0.000	\$10.672
XX0319WHGR LNDRY BAG ERGO CLIPS X	2	\$2.970	EOW	50%	\$0.431	\$8.953
DM0001MDGY MAT NYLON/RUBBER 3X5	10	\$11.778	EOW	50%	\$0.482	\$81.375
DM0001MDGY MAT NYLON/RUBBER 4X6	2	\$17.650	EOW	50%	\$0.482	\$197.745
OW1722MISC REPAIR BOARD XXXXX	1	\$0.000	EOW	100%	\$0.000	N/A

\*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

\*\*There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:						Item a.	
DESCRIPTION		RATE			DESCRIPTION	RATE	
Garment Preparation		-	per Garment		Service Charge	\$45.00	per Week
Company Emblem		-	per Emblem				
Name Emblem		-	per Emblem		Multi-day Stop Charge	-	per Additional Stop
Other Emblem		-	per Emblem				
Additional Terms/Charges:							

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its exclusive provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

Terms and Conditions Continued on Next Page

## TERMS AND CONDITIONS (Continued)

Item a.

If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, Vestis may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement. If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 50% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Vestis Services, LLC.

CITY OF SIDNEY / SHOP  
Name of Customer

1-406-433-2809  
Customer Phone Number

KOFFLER, ERIC ALLAN  
Vestis Representative Name and Title

CSR

Name of Customer Contact

Signature - Vestis Representative

Date: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Authorized Customer Representative

Signature - Vestis General Manager

Date: \_\_\_\_\_





## **PLANNING STAFF REPORT – July 21, 2025**

SUBJECT: Boundary Line Adjustment SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 29, Township 23 North, Range 59 East, P.M.M. City of Sidney, Richland County, Montana. The resulting parcels, A and B, have lengthy meets and bounds descriptions and frontage along 22<sup>nd</sup> Avenue Northwest.

### **AGENT:**

Big Sky Surveying  
Joe Kauffman, PLS  
PO Box 170  
Sidney MT 59270

### **LANDOWNER**

Patricia Tjelde  
35359 County Road 129  
Sidney MT 59270

### **Zoning**

B-1 – Community Highway Business, Parcel A  
C-2 – Manufactured Home Park, Parcel B.

### **Lots/Type**

Pre – 1 Commercial Lee's Tire Center. 1 Manufactured Home Park  
Post – 1 Commercial Lee's Tire Center. 1 Manufactured Home Park  
The parcel containing Lee's Tire Center is being reduced in size.

## **GENERAL INFORMATION**

The owner of the property is proposing to relocate the boundaries between Parcels A and B. The proposed relocation is exempt to subdivision review by §76-3-207(1)(a) M.C.A. and Section 2(H)(4)(a) of the Sidney Subdivision Regulations.

## **FINDINGS**

1. The Application for the Boundary Line Adjustment claims the appropriate exemption 76-3-207(1)(a).
2. The Certificate of Survey contains all of the necessary certifications required by the Sidney Subdivision Regulations to claim the proposed exemption.
3. The subdivider owns all the lands affected by the relocation of boundaries.
4. The proposed amendment does not violate the prevailing zoning on the property.
5. The proposed exemption does not create a presumption of an attempt to evade subdivision review.

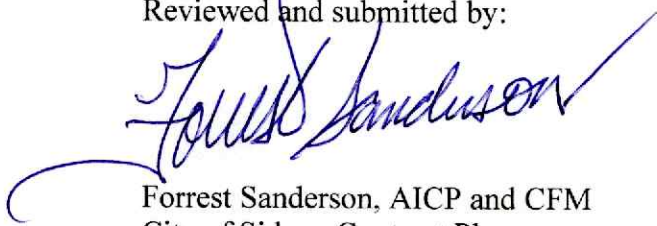
The City of Sidney is an equal opportunity provider.

**RECOMMENDATIONS:**

Staff recommends that the Boundary Line Adjustment in the SW¼ SW¼ Section 29, Township 23 North, Range 59 East, P.M.M. City of Sidney, Richland County, Montana, be approved subject to the following conditions:

1. Comply with all City of Sidney Department of Public Works requirements.
2. City fees, applicable taxes and assessment to be paid before the final plat is signed.

Reviewed and submitted by:

A handwritten signature in blue ink, reading "Forrest Sanderson", with a large, stylized flourish extending from the bottom left.

Forrest Sanderson, AICP and CFM  
City of Sidney Contract Planner

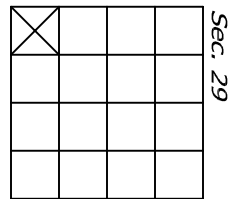
OWNERS:  
COMMISSIONED BY: PATRICIA P. TJELDE  
PURPOSE: Relocation of Common Boundaries  
DATE: 6-29-2025  
Project No: 25-053

# CERTIFICATE OF SURVEY

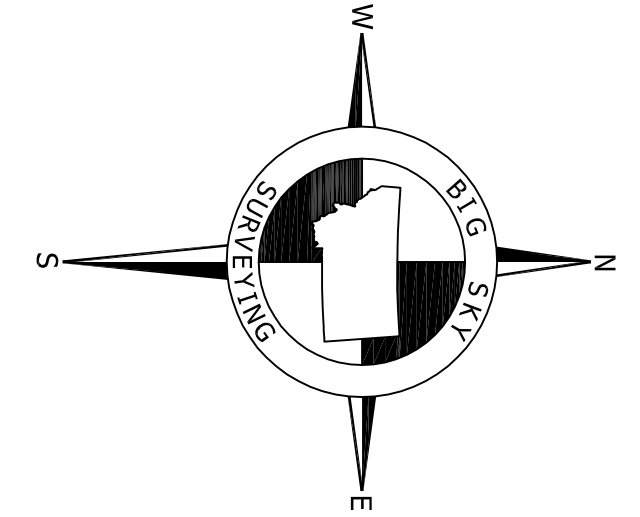
Number: 27-

## SW1/4 SW1/4, Section 29, T 23 N, R 59 E, P.M., M.

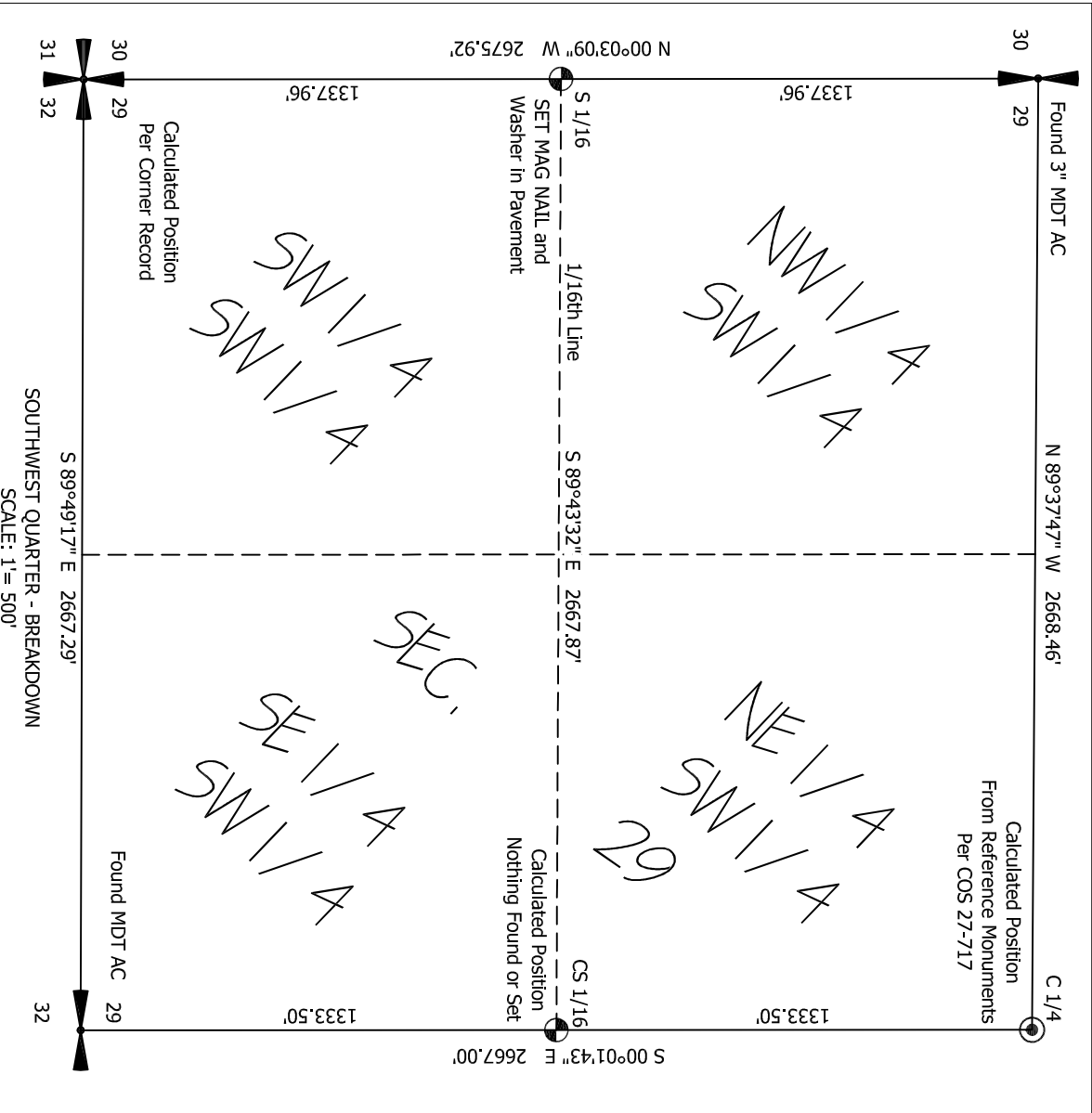
City of Sidney, Richland County, Montana



**BIG SKY**  
**Surveying**  
P.O. BOX 170  
SIDNEY, MT 59270  
406-250-9452



- LEGEND**
- SECTION CORNER - FOUND AS NOTED
  - QUARTER CORNER - FOUND AS NOTED
  - CENTER CORNER - FOUND AS NOTED
  - 1/16th CORNER - FOUND AS NOTED
  - FOUND YPC - JENSEN 15258 LS - U.E.L.S.
  - FOUND 5/8" REBAR
  - FOUND YPC - WHEELER 67 ES
  - FOUND YPC - THOM 1018 ES
  - FOUND YPC - PROCTIVE 1015 LS
  - SET 5/8" BY 24" REBAR WITH RED PLASTIC CAP MARKED "KAUFFMAN 12211 LS"



**LEGAL DESCRIPTIONS:**

**PARCEL A**  
That portion of the SW1/4 SW1/4 of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, described as follows:  
Commencing at the Northwest Corner of the SW1/4 SW1/4 of said Section 29; Thence S 00°03'09" E and along the Westerly boundary thereof a distance of 656.79 feet to the TRUE POINT of BEGINNING; Thence N 89°56'51" E a distance of 156.70 feet; Thence S 68°37'25" E 91.07 feet; Thence S 04°39'03" E a distance of 300.98 feet; Thence N 89°59'43" W a distance of 265.60 feet to the Westerly boundary of said SW1/4 SW1/4; Thence N 00°03'09" W and along the Westerly boundary thereof a distance of 333.00 feet to the Point of Beginning, containing 1.90 acres of land, all as shown hereon.  
Subject to and together with easements of record.

**PARCEL B**  
That portion of the SW1/4 SW1/4 of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, described as follows:  
Commencing at the Northwest Corner of the SW1/4 SW1/4 of said Section 29; Thence S 00°03'09" E and along the Westerly boundary thereof a distance of 179.09 feet to the TRUE POINT of BEGINNING; Thence S 89°38'23" E a distance of 246.57 feet to the Westerly boundary of the U.S.B.R. Main Canal; Thence S08°48'44" W and along the Westerly boundary thereof a distance of 324.71 feet; Thence S 78°10'41" E and along said Westerly boundary a distance of 30.98 feet; Thence S 04°39'03" E a distance of 182.58 feet; Thence N 68°37'25" W a distance of 91.07 feet; Thence S 89°56'51" W a distance of 156.70 feet to the Westerly boundary of said SW1/4 SW1/4; Thence N 00°03'09" W and along the Westerly boundary thereof a distance of 477.70 feet to the Point of Beginning, containing 2.49 acres of land, all as shown hereon.  
Subject to and together with easements of record.

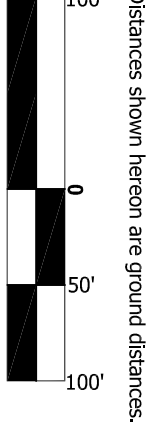
**Owners Certification:**

I, PATRICIA P. TJELDE, hereby certify that the purpose of this division of land is to relocate common boundaries between adjoining properties outside a platted subdivision and no additional parcels are hereby created. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(a), MCA.

The area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the certificate of survey on which said area is described, unless said area is included with or excluded from adjoining tracts of record pursuant to ARM 24.183.1104(1)(i)(iii)(C).

DEQ Exemption: I hereby certify that this division is excluded from sanitation review by the Department of Environmental Quality pursuant to 76-4-125(1)(d), MCA, as certified pursuant to 76-4-127(1), MCA, that adequate storm water drainage and adequate municipal facilities will be provided.

Basis of Bearings per GPS Observations  
(Geodetic North - Local Projection)



Joseph L. Kauffman, PLS  
Montana Registration No. 12211 LS

**CERTIFICATE OF EXAMINING LAND SURVEYOR**

On behalf of the Governing Body, this document has been examined for errors and omissions in calculation or drafting pursuant to 76-3-611(2)(a), MCA.

Dan Stahly, PLS  
Montana Registration No. 16192 LS

By: Stephanie Verhasselt - Clerk and Recorder

**CERTIFICATE OF COUNTY TREASURER**

I hereby certify, pursuant to Sec. 76-3-207(3), MCA, that all real property taxes assessed and levied on the land shown hereon have been paid.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025

Tax Statement No. 0568 & 0564.

Treasurer, Richland County, Montana.

by, \_\_\_\_\_,

Envelope No. \_\_\_\_\_  
Sheet 1 of 1.



DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

STATE OF MONTANA )  
COUNTY OF RICHLAND ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by

PATRICIA P. TJELDE

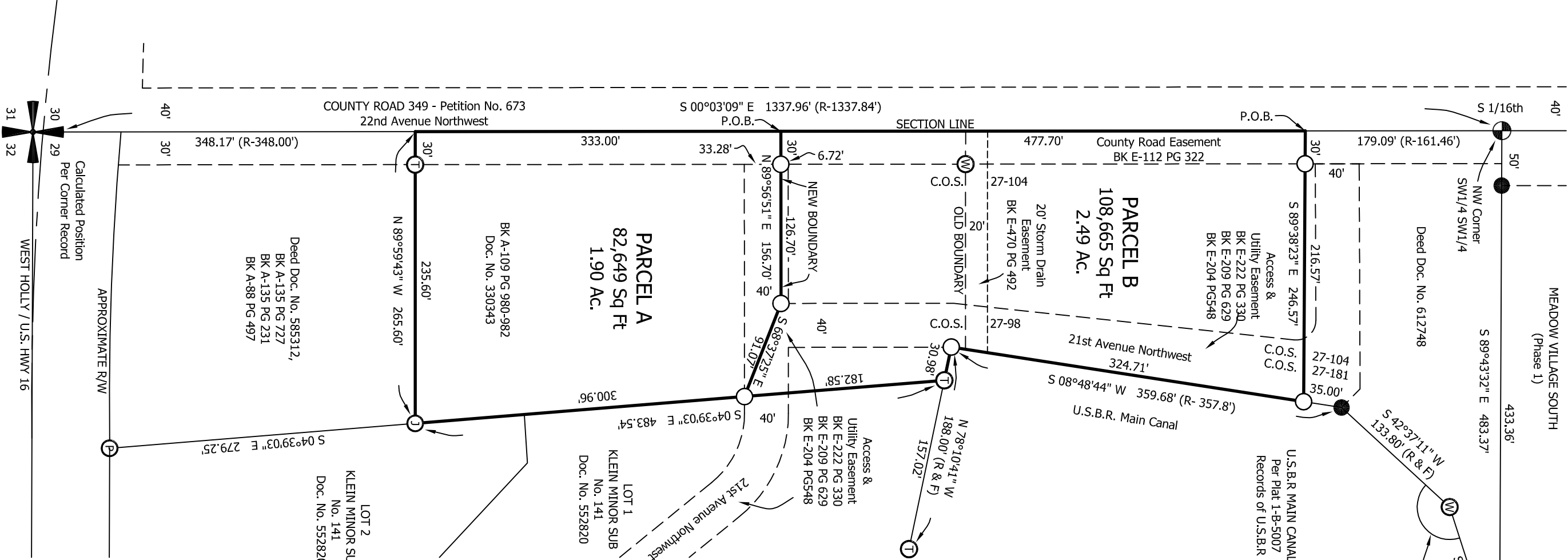
PATRICIA P. TJELDE

NOTARY STAMP

Attest: \_\_\_\_\_  
Jessica Chamberlin  
City Clerk

Rick Norby  
Mayor

this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



31  
32





**Montana's Sunrise City**  
115 2nd Street S.E., Sidney, Montana - 406-433-2809

**STAFF REPORT - FINAL PLAT-#25-01**  
**Sheehan First Minor Subdivision**  
**July 21, 2025**

**Owner**

Scott Sheehan  
401 West Holly Street  
Sidney, MT 59270

**Agent**

Big Sky Surveying  
Joe Kauffman, PLS  
PO Box 170  
Sidney, MT 59270

**Existing Zoning:** B-1 Community Business District.

**Legal Description:** Tract 1 COS 27-275, located in the SE¼ SE¼ Section 29, Township 23 North, Range 59 East P.M.M., City of Sidney, Richland County, Montana.

**CONDITIONS OF APPROVAL**

**CONDITION #1** That the Final Plat substantially comply with the documents, commitments, design and layout of the preliminary plat.

- **FINDING OF FACT:** The Final Plat substantially complies with the approved preliminary plat. The only exceptions are to comply with the Conditions of Approval.
- ✓ **Conclusion:** The Condition is met.

**CONDITION #2** That a Subdivision Guarantee for the properties involved in the aggregation submitted for examination by the Subdivision Administrator. Said Subdivision Guarantee shall be less than 30 days old at the time of submittal.

- **FINDING OF FACT:** The Final Plat Application and supporting documents contain a Title Report that is less than 30 days old at the time of application for Final Plat Approval.
- ✓ **Conclusion:** The Condition is met.

**CONDITION #3** That any lien holders' and owners sign the Final Amended Plat or provide a Consent to Plat to the filing of the Amended Plat.

- **FINDING OF FACT:** All lien holders and owners have signed the Final Plat or submitted a consent to plat. There are several Judgements assigned to this property. The letter from the Title Company addresses these Judgments and their opinion is that the Plat may be filed as the judgements are against Mr. Sheehan as an individual not liens against the subject property.
- ✓ **Conclusion:** The Condition is met.

The City of Sidney is an equal opportunity provider.

**CONDITION #4** That all taxes or assessments that are due and levied on the lots to be aggregated be paid prior to filing the Amended Plat.

- **FINDING OF FACT:** In order to file the Final Plat, all assessments, taxes must be paid in full before the County Treasurer will sign off on the Plat and allow for recording. The Final Plat has the appropriate certification for the County Treasurer to execute.
- ✓ **Conclusion:** The Condition is met.

**CONDITION #5** The provision of water for the lots in the subdivision shall be reviewed and approved by the Montana Department of Environmental Quality.

- **FINDING OF FACT:** MDEQ has issued a Compliance Certificate for the subdivision.
- ✓ **Conclusion:** The Condition is met.

**CONDITION #6** The developer shall comply with all City of Sidney Department of Public Works requirements with provision of water, sewer, or solid waste services to the lots in the subdivision.

- **FINDING OF FACT:** All existing and proposed services are in accordance with the City of Sidney Department of Public Works Standards.
- ✓ **Conclusion:** The Condition is met.

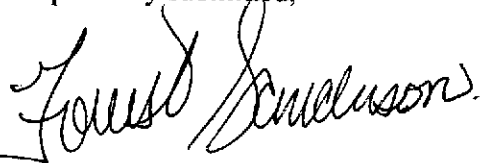
**CONDITION #7** That the Final Amended Plat is approved for filing within three (3) calendar years from the date of this approval.

- **FINDING OF FACT:** Preliminary Approval was granted by the City Council in November 2024. The Final Plat approval request is well within the approval timeline.
- ✓ **Conclusion:** The Condition is met.

**RECOMMENDATION:**

The Subdivision Administrator recommends that the City Council Adopt this report (#Final Plat-25-01) as their Findings of Fact and Conclusions of Law. Further, the Subdivision Administrator recommends that the Final Plat for Sheehan Minor Subdivision, located in the SE¼ SE¼ Section 29, Township 23 North, Range 59 East P.M.M., City of Sidney, Richland County, Montana. be APPROVED.

Respectfully submitted,



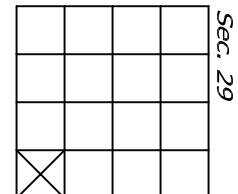
Forrest Sanderson AICP and CFM  
Contracted Planner  
City of Sidney

The City of Sidney is an equal opportunity provider.

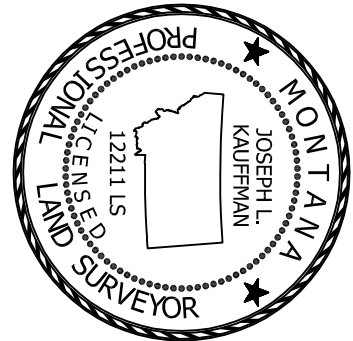
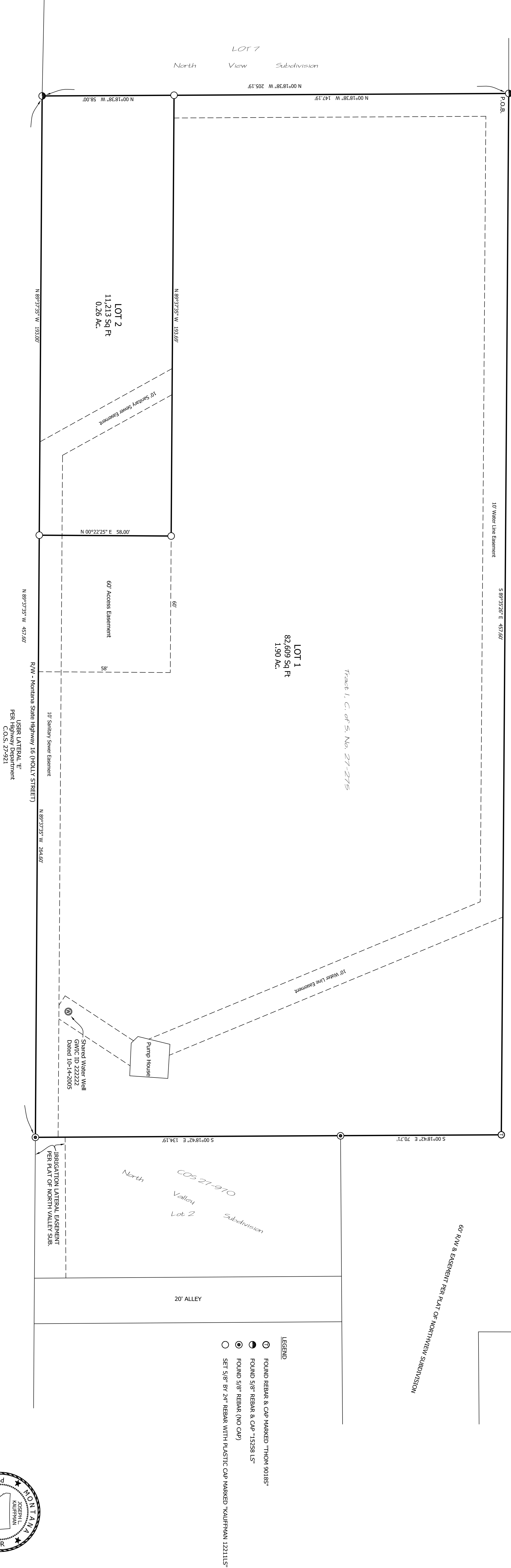
OWNERS:  
SCOTT SHEEHAN  
COMMISSIONED BY:  
SCOTT SHEEHAN  
PURPOSE:  
2 LOT MINOR SUBDIVISION  
DATE:  
07-15-2025  
Project No.:  
24-043

MINOR SUBDIVISION No. \_\_\_\_\_  
SE1/4 SE1/4, Section 29, T 23 N, R 59 E, P.M., M.  
City of Sidney, Richland County, Montana

BIG SKY  
Surveying  
P.O. BOX 170  
Sidney, MT 59270  
406-550-9452



60' R/W - THIRD STREET NORTH WEST



CERTIFICATE OF SURVEYOR  
I, Joseph L. Kaufman, a Professional Land Surveyor, Licensed in the State of Montana, do hereby certify that the survey shown on the attached plat was made in accordance with the laws and regulations of the State of Montana, and that the same is a true and correct representation of the land shown thereon have been paid.  
September, 2024, and the monuments found and set are of the character shown hereon. This plat does not represent a complete title search.

Joseph L. Kaufman, R.L.S.  
Montana Registration No. 12211 LS

CERTIFICATE OF COUNTY TREASURER  
I hereby certify, pursuant to Sec. 76-3-207(3), MCA, that all real property taxes assessed and levied on the land shown hereon have been paid.  
Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Tax Statement No. \_\_\_\_\_

Treasurer, Richland County, Montana,  
by: \_\_\_\_\_

Evidentiary No. \_\_\_\_\_  
Sheet 1 of 1



CERTIFICATE OF RELOCATION:

I, SCOTT SHEEHAN, the undersigned property owner, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, as shown by the plat hereon, the following described land in Richland County, to-wit:

That portion of the SE1/4 SE1/4, Sections 29, Township 29 North, Range 59 East, Principal Meridian, Montana, Richland County, Montana described as follows:

Beginning at the Mon. West corner of Controise Of Survey No. 27-27B, Thence S 89°33'25" E 457.60 feet; Thence S 89°18'42" E 70.21 feet; Thence S 89°18'42" E 134.19 feet; Thence N 89°37'35" W 457.60 feet; Thence N 00°18'38" W 147.19 feet to the Point of Beginning and containing 2.16 acres of land, all as shown hereon. Subject to and together with easements of record. Subject to and together with easements as shown hereon.

The above described tract of land is to be known and designated as: MINOR SUBDIVISION No. \_\_\_\_\_

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, cable over, under and across each area delineated on the plat as Utility Easement to have and to hold forever.

DEQ Exemption Status: We hereby certify that this station is excluded from sanitation review by the Department of Environmental Quality pursuant to 76-4-123(1)(d), MCA, as certified pursuant to 76-4-12(1), MCA, that adequate storm water drainage and adequate municipal facilities will be provided for the subdivision.

DEQ Exemption Water: We hereby certify that this station is excluded from sanitation review by the Department of Environmental Quality pursuant to ARM 17.56.05(2)(iv)(C) the local health officer determines that the existing facilities are adequate for the existing use and the existing wells are adequate for the proposed uses.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

SCOTT SHEEHAN

NOTARY STAMP

ATTEST: City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

CLERK & RECORDER

## Quote Sheet

Organization Name: **Blazestack**  
Date: 7/18/2025  
Prepared By: Bryan Maldonado

### Contact Information

Email: bryan.maldonado@blazestack.com  
Phone: 512-883-7701  
Website: www.blazestack.com

### Package Summary

Package	Investigations per Year	Agreement Term	Year 1 Price	Year 2 Price	Year 3 Price	Bonus Investigations
Platinum	20	Multi-Year	\$1,500			10 (no additional charge)

### Quote Details

Thank you for considering Blazestack for your fire investigation software needs. Below is a custom quote tailored specifically for Sidney Volunteer Fire Department:

- Package: **Platinum**
- Users: **1**
- Annual Investigations: **20**
- Total Cost (Year 1): **\$1,500**
- Consult Investigations: **10 included at no charge**

This package provides your organization with robust investigation capabilities, supported by our premium features. The included 10 consult investigations offer you additional flexibility for overflow or special cases without extra cost.

### Quote Validity

This quote is valid for a period of six (6) months from the date listed above. If you wish to proceed after this period, please contact Blazestack to confirm current pricing and availability.

### Next Steps

To proceed with this quote:

1. Call or e-mail your sales representative.
2. Contact us with any specific onboarding needs.

We look forward to supporting your investigation needs with our industry-leading platform.

Features	Platinum	Gold	Silver	Bronze
No Departmental IT Resources Needed	X	X	X	X
24 Hour Support Response	X	X	X	X
Encrypted & CJIS	X	X	X	X
Hardened Passwords	X	X	X	X
Full Fire Scene Data Capture	X	X	X	X
Report Generation	X	X	X	X
Vehicle ID Auto-Populate	X	X	X	X
Weather Auto-Populate	X	X	X	X
Structure Fire Summary Reports	X	X	X	
Vehicle Fire Summary Reports	X	X	X	
K9 Report	X	X		
Arrest Log	X	X		
Case Media Library	X	X		
Customize Report Template	X	X		
Incident Statistics	X	X		
Account Data Export	X			
ADA Compliance	X			
Evidence Retention Schedule	X			
Chain of Custody	X			
User Audit Trail Logging	X			
Photography Log Media Presentations	X			
Audio and Video Summary / Transcription	X			



**ORDER FORM AND SOFTWARE LICENSE AGREEMENT**

This Order Form and Software License Agreement (this “**Agreement**”) is between Blazestack Inc., (“**Blazestack**”) a Texas corporation with mailing address of 3201 Bee Caves Road, Suite 120 #160266, Austin, Texas 78746, and (“**Customer**”) identified immediately below.

**CUSTOMER INFORMATION**

**Sidney Volunteer Fire Department**  
6755 N Savannah Rd, Belhaven, NC 27810, United States

<b>SOFTWARE, PLAN, USER-SEATS &amp; CASE VOLUME</b>	<b>INITIAL ANNUAL FEE &amp; TERM</b>	<b>EFFECTIVE DATE &amp; DUE DATE</b>	<b>RENEWAL DATE</b>
Fire Investigation Case Management Software  Platinum Plan  User-Seats: 1  Annual Case Volume: 20 Annual Consults Volume: 10	\$1,500 for 12-month term	8/18/2025	8/17/2026; automatic annual renewal into ongoing 12- month terms unless Customer provides Blazestack 30 days prior written notice of non- renewal.

**STANDARD SUPPORT**

Blazestack will provide support to Customer via telephone, email and online chat Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by calling (866) 303-4344 or any time by emailing support@blazestack.com or initiating an online chat session. Blazestack will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

**STANDARD INFORMATION**

Fees include implementation, support, ongoing software patches, and 20 GB of case media storage. (Additional case media storage capacity can be added at a cost of \$250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between Blazestack and Customer, and is entered into on the “Effective Date” listed above, between Blazestack and Customer. This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK:

Name: Patrick Vlaskovits  
Title: COO  
Email: pv@blazestack.com

CUSTOMER:

Name: Kale Rasmussen  
Title: Fire Marshal  
Email: firemarshal@cityofsidneynt.com

## TERMS AND CONDITIONS

These Terms and Conditions is between Blazestack Inc., a Texas corporation (collectively, “Blazestack”), and the entity identified on the applicable Order Form (“Customer”). The Agreement is effective as of the date in the applicable Order Form (“Effective Date”).

### 1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

“Agreement” means these Terms and Conditions and the relevant Order Form.

“Annual Case Volume” means maximum number of Cases entered into the system by Customer’s Users per year.

“Case” means one individual incident at a specific location.

“Customer Data” means all electronic data or information that Customer submits to the Software or is submitted on behalf of Customer as well as all Generated Data, as defined in Section 2.2, except to the extent of any data, information, or intellectual property owned by Blazestack or third-party.

“Order Form” means a Blazestack ordering document that references these Terms and Conditions, whether online or via a separate form.

“Report” means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

“Software” means Blazestack’s proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

“Term” means the period of Customer’s subscription to the Software as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

“Third-Party Products” means any products or services not developed by Blazestack.

“User” means a single, unique authorized individual of the Customer that uses the Software on Customer’s behalf.

“User-Seat” is a license for one User to use the Software.

### 2. SOFTWARE AND SUPPORT

2.1. Provision of Software. Subject to Customer’s compliance with the terms and conditions of the Agreement, Blazestack hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Software for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable number of Users in the sole discretion of Blazestack.

2.2. Use of Software. Customer shall use the Software and the data generated by the Software (“Generated Data”) only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Software, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third-Party Products with the Software, subject to Customer’s agreement and compliance with any applicable terms and conditions for those Third-Party Products.

### 3. RESPONSIBILITIES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Software in accordance with this Agreement and all applicable laws; and (ii) provide the Software with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. “Uptime” means the availability of the Software, excluding lack of

availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) use the Software in accordance with this Agreement and applicable laws; (ii) cooperate with Blazestack so that Blazestack can provide the Software; (iii) ensure Users to comply with this Agreement; (iv) prevent unauthorized access or use of the Software and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) create Reports in accordance with industry standards; (vii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports and; (viii) facilitate Users' access to \*.blazestack.com domains and ability to receive emails from \*@blazestack.com email addresses, and calibrate any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning and delivery of the Software. Furthermore, the Customer is responsible for the results of the use of the Software, including any and all Reports, and hereby acknowledges to the Blazestack that (a) Customer is solely responsible for any such use of Report and (b) the Blazestack is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Software and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Software beyond the scope of the license granted in this Agreement; (ii) use the Software only as expressly authorized under this Agreement; (iii) interfere with or disrupt the integrity or performance of the Software; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Software; (vi) modify or create a derivative work of the Software or any portion of the Software; (vii) reverse engineer, disassemble, decompile, decode,

adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Software, in whole or in part; (viii) access or attempt to access or use the Software for purposes of competitive analysis of the Software or the development, provision, or use of a competing software service or product; or (ix) copy, record, screenshot, or otherwise capture any aspect of the Software in any medium without the prior written consent of Blazestack. For the avoidance of doubt, this Agreement does not give Customer or any User the right to copy or receive distribution any of the underlying component of the Software.

#### 4. FEES

4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days' notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due upon receipt of invoice (the "Due Date"). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.

4.4. Overdue Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Customer shall also reimburse Blazestack for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys'

fees. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Software until all Fees are paid.

## 5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means oral, electronic, or written information disclosed by a party, whether designated confidential or not, or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Software, pricing, and this Agreement as well as Feedback. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the "Discloser"); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser's Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser's Confidential Information, then (to the extent permitted under law)

the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

## 6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Software), non-transferable (except as described in Section 11.5 (Assignment)) right to access and use the Customer Data to provide the Software to Customer and to monitor and improve the Software. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Software after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "De-Identified Data"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "Aggregated Data" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. "Feedback" means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Software or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to the Software, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement, whether by

**Blazestack Inc.**  
3201 Bee Caves Road,  
Suite 120 #160266,  
Austin, Texas 78746  
support@blazestack.com  
(866) 303-4344

implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

## **7. TERM AND TERMINATION; SUSPENSION**

7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. “Termination Date” means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. Automatic Renewal. All subscriptions will renew for an additional 1-year term (“Renewal Term”) at the prevailing list price at the time of such renewal unless either party receives written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack’s breach, Customer’s exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer’s breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

7.4 Suspension. Notwithstanding anything to the contrary in this Agreement, Blazestack may temporarily suspend Customer’s and User’s access to any portion or all of the Software if: (i) Blazestack reasonably determines that (A) there is a threat or attack on the Software; (B) Customer’s or any User’s use of the Software disrupts or poses a security risk to the Software, Blazestack, or any customer or vendor of Blazestack; (C) Customer, or any User, is

using the Software for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Blazestack’s provision of the Software to Customer or any User is prohibited by applicable law; (ii) any vendor of Blazestack has suspended or terminated Blazestack’s access to or use of any third-party services or products required to enable Customer to access the Software; or (iii) in accordance with Section 4.4 (any such suspension described in subclause (i), (ii), or (iii), a “Software Suspension”). Blazestack shall use commercially reasonable efforts to provide written notice of any Software Suspension to Customer and to provide updates regarding resumption of access to the Software following any Software Suspension. Blazestack shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Software Suspension is cured. Blazestack will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Software Suspension.

## **8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION**

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Software during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Software will meet all of Customer’s requirements, that the operation of the Software will be uninterrupted or error free, that all defects in the Software will be corrected, or that the Software will be available in all languages or all countries.

THE SOFTWARE IS PROVIDED “AS IS.”  
EXCEPT AS EXPRESSLY PROVIDED HEREIN,  
BLAZESTACK MAKES NO WARRANTIES OF



ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

8.3 Indemnification. To the extent allowed by law, Customer shall indemnify, defend, and hold harmless the Blazestack and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from: (i) Customer’s (or its User’s) breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer’s Data, or (v) any acts or omissions of Customer (or its Users).

## 9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER’S PAYMENT OBLIGATIONS OR CUSTOMER’S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 10. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations (“U.S. Government Customers”). The Software is a “commercial product” (as defined in 48 C.F.R. 2.101) and involves the use of “commercial computer software” and “commercial computer software documentation” (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Software only as a “commercial product” and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

10.2 Non-Discrimination. Blazestack and the Customer covenant to conduct business in compliance with applicable federal non-discrimination laws.

## 11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place through virtual/online mediation. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial.

**Blazestack Inc.**  
3201 Bee Caves Road,  
Suite 120 #160266,  
Austin, Texas 78746  
support@blazestack.com  
(866) 303-4344

The laws of the State of Texas govern this Agreement excluding that State's choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to [notice@blazestack.com](mailto:notice@blazestack.com). Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. During the Term, Blazestack may include Customer's name, logo and success stories in Blazestack's website, press releases, promotional and sales literature, and lists of customers.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change, or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event.

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will

constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form, Statement of Work, Exhibit, and this Agreement, the order of precedence shall be: (i) Order Form, (ii) Statement of Work, (iii) an Exhibit, and (iv) this Agreement.

11.10 Entire Agreement; Amendment. This Agreement, including the Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, addendum, rider, check, clickwrap or clickthrough arrangement, or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each

counterpart is an original. All counterparts together form one document.

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Software:

- Google Chrome™: Version 97 to most Current
- Microsoft® Edge®: Version 96 to most Current
- Mozilla® Firefox®: Version 96 to most Current
- Apple® Safari®: Version 15 to most Current



08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 1 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44165	E	1122 STOCKMAN BANK - BANK FEES	2,959.59					
		05/31/25 SERVICE CHARGE #0173- MAY	1,205.58			5210 430500	300	101000
		05/31/25 SERVICE CHARGE #0486- MAY	30.00			5210 430500	300	101000
		05/31/35 SERVICE CHARGE #5410- MAY	71.70			5210 430500	300	101000
		06/30/25 SERVICE CHARGE #0486- JUNE	24.54			5210 430500	300	101000
		06/30/25 SERVICE CHARGE #0173- JUNE	1,331.82			5310 430600	300	101000
		06/30/25 SERVICE CHARGE #5410- JUNE	71.85			1000 410540	300	101000
		06/30/25 SERVICE CHARGE #0486- JUNE	5.46			1000 410540	300	101000
		06/30/25 SERVICE CHARGE #0173- JUNE	218.64			1000 410540	300	101000
44167		102 NEWMAN SIGNS, INC.	828.50					
		62120 07/25/25 TELESPARS & BRACKETS	828.50			2565 430200	200	101000
44168		334 RESTORX BORDERSTATES	14.00					
		1398 07/15/25 CLEANING SUPPLIES	14.00			5310 430600	200	101000
23997								
44170		1494 VETERAN HOT OIL	2,520.80					
		2143 07/22/25 #97 FORD REPLACE LEAF SPRING	2,520.80			5210 430500	200	101000
26452								
44171		1496 WESTLIE TRUCK CENTER OF	1,131.67					
		17355W 06/19/25 22 FREIGHTLINER REPAIR	1,131.67			5410 430830	300	101000
44172	E	399 VERIZON WIRELESS	877.27					
		6118226514 07/22/25 WATER CELL PHONE	128.96			5210 430500	300	101000
		6118226514 07/22/25 SEWER CELL PHONE	131.60			5310 430600	300	101000
		6118226514 07/22/25 PARKS CELL PHONE	38.62			1000 460430	300	101000
		6118226514 07/22/25 STREETS CELL PHONE	38.62			2565 430200	300	101000
		6118226514 07/22/25 GARBAGE CELL PHONE	38.62			5410 430830	300	101000
		6118226514 07/22/25 FIRE CELL PHONE	68.23			1000 420400	300	101000
		6118226514 07/22/25 CITY PHONE SYSTEM	432.62			1000 411200	300	101000
44173		107 MIDLAND IMPLEMENT	402.00					
		304918001 07/16/25 5000 SERIES SPRINKLERS	402.00			1000 460430	200	101000
26219								
44174		1460 APSCO LLC	601.90					
		2492325877 06/12/25 BRASS PT-100 PROBE	601.90			5310 430600	200	101000

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 2 of 8  
Report ID: AP100

\* Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44175		1497 MACGRADY CONSTRUCTION	35,567.00					
	7350	07/10/25 SIDWALK AND CURB 120 2 ST NE	35,567.00			5210 430500	931	101000
44176		489 YELLOWSTONE CHIROPRACTIC CLINIC	200.00					
	6013	07/21/25 DOT PHYSICAL- VOLK	100.00			2565 430200	300	101000
	6007	07/16/25 DOT PHYSICAL- SWELEY	100.00			5310 430600	300	101000
44177		1150 CINTAS	435.36					
	5279845402	07/09/25 RESTOCK CABINET- SHOP	435.36			5710 430252	200	101000
26187								
44178		272 KEN'S HEATING & SHEET METAL	665.00					
	9882	07/14/25 REPLACED MINI SPLIT COND PUMP	665.00			5310 430600	300	101000
44179		1083 CRESCENT ELECTRIC SUPPLY	29.67					
	513427924	07/22/25 FUSES	29.67			5310 430600	200	101000
25739								
44180		35 LEE'S TIRE CENTER, INC.	2,056.74					
	W553357	06/26/25 SWEEPER 2 TIRES MOUNT	486.46			5710 430252	200	101000
26180								
	W554248	07/16/25 #422 TIRE REPAIR	60.00			5410 430830	200	101000
26190								
	W554311	07/17/25 '94 FORD F150 2 TIRES	284.00			2565 430200	200	101000
26193								
	W554516	07/22/25 #422 2 TIRE MOUNT	1,226.28			5410 430830	200	101000
26199								
44181		396 NORTANA GRAIN CO.	13.86					
	06/30/25	FINANCE CHARGE	13.86			5310 430600	300	101000
44182		3 MONTANA DAKOTA UTILITIES	6,469.59					
	07/17/25	WELL#12	4,395.20			5210 430500	300	101000
	07/17/25	N SIDNEY SEWER LIFT	98.11			5310 430600	300	101000
	07/17/25	1101 3RD ST NW	285.45			2425 430263	300	101000
	07/17/25	WALK PATH LONE TREE CREEK	55.43			2425 430263	300	101000
	07/17/25	LYNDALE PARK	52.91			1000 460430	300	101000
	07/17/25	WELL #9	309.76			5210 430500	300	101000
	07/17/25	SOFTBALL FIELDS	70.17			2425 430263	300	101000
	07/17/25	WELL #11	169.94			5210 430500	300	101000
	07/17/25	WELL #5 AND #7	531.04			5210 430500	300	101000
	07/17/25	REYNOLDS PARKING LOT	31.50			2425 430263	300	101000
	07/17/25	1101 1/2- WASH DOWN FACILITY	26.25			2425 430263	300	101000
	07/17/25	SOUTH MEADOW SEWER LIFT	129.01			2425 430263	300	101000

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 3 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		07/16/25 1101 3RD ST NW	18.14			2425 430263	300	101000
		07/17/25 SHOP- LAWRENCE BLDG	262.27			2425 430263	300	101000
		07/17/25 LEES TIRE SEWER LIFT	34.41			5310 430600	300	101000
44184		1190 JUSTIN VERHASSELT	350.00					
		08/01/25 PERSONAL VEHICLE USE	350.00			1000 420400	300	101000
44185		1362 JOHN SEITZ	350.00					
		08/01/25 PERSONAL VEHICLE USE	350.00			1000 420400	300	101000
44186		1231 ADAM SMITH	500.00					
		08/01/25 PERSONAL VEHICLE USE	500.00			1000 420400	300	101000
44187		1180 KIWANIS CLUB OF SIDNEY	277.00					
		07/31/25 MEMBER DUES- NORBY	115.00			1000 411200	300	101000
		07/31/25 MEMBER DUES- KRAFT	162.00			1000 411200	300	101000
44188		119 CENTRAL WATER CONDITIONING	22.00					
		071025 07/10/25 WATER OF THE POOL	22.00			1000 460445	200	101000
44189		57 WESTERN TIRE	226.00					
		98285 07/25/25 RIM REPAIR & MOUNT '92 DUMP	226.00			2565 430200	200	101000
26454								
44190		1406 ACE HARDWARE	1,454.94					
		18322/7 06/30/25 BACKPACK BLOWER	699.99			2565 430200	200	101000
25948								
		18508/7 07/07/25 SIMPLE GREEN & ANT TRAPS	21.98			5310 430600	200	101000
26022								
		18545/7 07/08/25 SPRAY PAINT	44.95			2565 430200	200	101000
25950								
		18560/7 07/08/25 MARKING PAINT	19.98			5310 430600	200	101000
25881								
		18625/7 07/10/25 BUSHING & NIPPLES	19.57			1000 460430	200	101000
26220								
		18669/7 07/11/25 GAS CAN	34.99			1000 460430	200	101000
26852								
		18746/7 07/14/25 MARKING PAINT	106.82			2565 430200	200	101000
26853								
		18764/7 07/14/25 TEE, BUSHING, ADAPTER	51.90			1000 460430	200	101000
26221								
		18867/7 07/17/25 FITTING & SPRINKLER HEAD	146.26			1000 460430	200	101000
26222								
		18994/7 07/21/25 POLE SAW & FITTINGS	219.93			1000 460430	200	101000
26223								

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 4 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		19025/7 07/22/25 DISH SOAP	29.98			5310 430600	200	101000
26027		19079/7 07/23/25 ADAPTER, BUSHING, PLUG	51.43			1000 460430	200	101000
26224		19107/7 07/24/25 ADAPTER & ELBOW	7.16			1000 460430	200	101000
26225		*** Claim from another period ( 6/25) ****						
44192	E	509 ELAN FINANCIAL SERVICES	7,451.20					
		111-159938 06/30/25 NOBY-AMAZON (BUILDING)	369.09			1000 420531	200	101000
		111-159938 06/30/25 NORBY-AMAZON (FIRE)	369.10			1000 420400	200	101000
		17355W 06/19/25 HARRIS-WESTLIE TRUCK	1,165.62			5410 430830	300	101000
26171		11304705 06/27/25 HARRIS-GOOSENECK	554.52			2565 430200	200	101000
26182		227078 06/18/25 RASMUSSEN-DECKED	849.99			1000 420531	200	101000
		227078 06/18/25 RASMUSSEN-DECKED	850.00			1000 420400	200	101000
		11318227 06/18/25 RASMUSSEN-ENGINEER SUPPLY	1,328.00			1000 420531	200	101000
		06/30/25 RASMUSSEN-ACTION AUTO	1,937.44			1000 420400	300	101000
		06/24/25 BAST-EXXON	7.99			5310 430600	300	101000
		06/24/25 BAST-USPS	19.45			5310 430600	300	101000
44193	E	509 ELAN FINANCIAL SERVICES	6,014.80					
		INV3132367 07/12/25 NORBY-ZOOM	40.00			1000 411100	300	101000
		07/01/25 HINTZ-HOLIDAY	2,474.97			5310 430600	300	101000
		07/17/25 HARRIS-M&M PAINT	2,625.00*			2820 430200	200	101000
		05-1333976 07/17/25 HARRIS-EBAY	38.74			5310 430600	200	101000
		05-1333976 07/17/25 HARRIS-EBAY	38.74			2565 430200	200	101000
		07/02/25 RASMUSSEN-AMAZON	29.56			1000 420400	200	101000
		07/16/25 RASMUSSEN-USPS	17.92			1000 420400	300	101000
		07/01/25 CHAMBERLIN-AUTO REOCCURING	643.25			1000 411100	300	101000
		07/07/25 TIESEN-USPS	12.30			5210 430500	300	101000
		07/14/25 TIESEN-USPS	13.25			5210 430500	300	101000
		07/07/25 JURGENS-USPS	37.05			5310 430600	300	101000
		07/14/25 JURGENS-RESTORX	44.02			5310 430600	300	101000
44194		843 HANSON INDEPENDENT	11,986.00					
		39 07/28/25 WATER MAIN REPAIR AT POOL	4,620.00			5210 430500	930	101000
		37 07/28/25 FIRE HYDRANT REPLACE CROCUS DR	3,568.00			5210 430500	930	101000
		38 07/28/25 FIRE HYD REPLACE 2 ST NE	3,798.00			5210 430500	930	101000

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 5 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44195		105 FRANZ CONSTRUCTION, INC.	37,195.92					
	75791 07/23/25	HOTMIX FOR PATCHING	3,779.52*			2820 430200	200	101000
	75803 07/23/25	HOTMIX 12TH ST	33,416.40*			2820 430200	200	101000
44196		125 MONTANA RURAL WATER SYSTEMS	105.00					
	INV541 07/22/25	WASTEWATER TRMT FUND- LIQUID	105.00			5310 430600	200	101000
44197		249 MID-RIVERS COMMUNICATIONS	443.90					
	08/01/25	WATER-PHONE/INTERNET	73.98			5210 430500	300	101000
	08/01/25	SEWER- PHONE/INTERNET	73.98			5310 430600	300	101000
	08/01/25	CITY SHOP- PHONE/INTERNET	73.98			5410 430830	300	101000
	08/01/25	FIREHALL- PHONE/INTERNET	73.98			1000 420400	340	101000
	08/01/25	CITY HALL- PHONE/INTERNET	73.99			1000 411200	300	101000
	08/01/25	SWIMMING POOL- PHONE/INTERNET	73.99			1000 460445	300	101000
44198		598 SCHAEFFER MFG CO.	2,040.25					
	AF15737-1 07/18/25	55 GAL DRUM OIL	408.05			5310 430600	200	101000
26194								
	AF15737-1 07/18/25	55 GAL DRUM OIL	408.05			5210 430500	200	101000
26194								
	AF15737-1 07/18/25	55 GAL DRUM OIL	408.05			5410 430830	200	101000
26194								
	AF15737-1 07/18/25	55 GAL DRUM OIL	408.05			5710 430252	200	101000
26194								
	AF15737-1 07/18/25	55 GAL DRUM OIL	408.05			2565 430200	200	101000
26194								
44199		263 BOSS INC.	1,169.45					
	808117-0 06/26/25	CANON PRINTER SUPPLIES	185.61			1000 411200	200	101000
	808714-0 06/30/25	FILE CABINET & PAPER	419.95			1000 420400	200	101000
	808714-0 06/30/25	FILE CABINET & PAPER	419.94			1000 420531	200	101000
	809599-0 07/07/25	FILES, STAPLER, WIPES	117.97			1000 411200	200	101000
	811564-0 07/16/25	FLASH DRIVES	25.98			1000 420400	200	101000
44200		1080 SNYDER INDUSTRIES	12,573.81					
	CORRECTION TO PAYMENT MADE 6/30/25 INV 571628							
	571628 02/19/25	REFUSE CONTAINERS	10,438.02			5410 430830	200	101000
	571628 02/19/25	SHIPPING	2,135.79			5410 430830	300	101000

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 6 of 8  
Report ID: AP100

\* Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44201		1070 HELENA AGRI-ENTERPRISES, LLC	825.00					
	213226031	07/16/25 POSITION- 5 GALLONS	825.00			1000 460430	200	101000
44202		402 UTILITIES UNDERGROUND LOCATION	87.50					
	5065110	06/30/25 50 EXCAVATION NOTIF-JUNE 25	43.75			5210 430500	300	101000
	5065110	06/30/25 50 EXCAVATION NOTIF-JUNE 25	43.75			5310 430600	300	101000
44203		1403 SHRED ND	96.75					
	18523	07/24/25 SECURE SHREDDING	96.75			1000 420100	300	101000
44204	E	1038 WEX BANK	2,261.46					
	106155523	07/30/25 SPD FUEL- JULY 2025	2,261.46			1000 420100	230	101000
44205		445 EAGLE COUNTRY FORD	1,852.34					
	74221	07/18/25 6238 OIL CHANGE	116.45			1000 420100	210	101000
	74253	07/23/25 6238 REPLACE BRAKES	1,735.89			1000 420100	210	101000
44206		1034 PRO FORCE LAW ENFORCEMENT	1,826.52					
	578577	07/30/25 PATROLE CARBINE	1,826.52			1000 420150	200	101000
44207		263 BOSS INC.	307.89					
	813842-0	07/29/25 PAPER	109.90			1000 420100	200	101000
	812045-0	07/29/25 TONER	197.99			1000 420100	200	101000
44208		1395 QUICK CHANGE OIL	207.00					
	58088	07/17/25 7977 OIL CHANGE & TIRE ROT	207.00			1000 420100	210	101000
44209		200 TAB ELECTRONICS, INC.	125.00					
	59740	07/14/25 FCC LICENSE RENEWAL	125.00			1000 420100	300	101000
44210		491 USA BLUE BOOK	211.32					
	SO3784961	07/30/25 KOP KIT FOR POOL	191.95			1000 460445	200	101000
25741								
	SO3784961	07/30/25 SHIPPING	19.37			1000 460445	300	101000
25741								
44211		244 BADGER METER INC.	231.59					
	80206661	07/29/25 METER HOSTING	115.80			5210 430500	300	101000
	80206661	07/29/25 METER HOSTING	115.79			5310 430600	300	101000

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 7 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44212		1408 PEAKS PLANNING & CONSULTING	1,980.00					
	7312025-7	07/31/25 JULY CONSULTING	1,980.00			1000 411030	300	101000
44213		458 POWER PLAN OIB	14,722.00					
	R1537808	07/02/25 EXCAVATOR, BUCKET, TINE RENT	7,107.00			5310 430600	200	101000
	R1539108	07/14/25 54" ROLLER RENT	1,368.33			2565 430200	200	101000
	R1539108	07/14/25 54" ROLLER RENT	1,368.33			5210 430500	200	101000
	R1539108	07/14/25 54" ROLLER RENT	1,368.34			5310 430600	200	101000
	R1539508	07/21/25 52" ROLLER RENT	1,170.00			2565 430200	200	101000
	R1539508	07/21/25 52" ROLLER RENT	1,170.00			5210 430500	200	101000
	R1539508	07/21/25 52" ROLLER RENT	1,170.00			5310 430600	200	101000
44214		165 TRI-COUNTY IMPLEMENT	1,035.89					
	R040495	07/31/25 REPAIR THROTTLE ON 95 INTL	520.75			2565 430200	200	101000
26459		CT79751 07/01/25 DUST BOOT GRASSHOPPERS	41.80			1000 460430	200	101000
26184		CT79940 07/08/25 PARTS FOR GRASSHOPPERS	39.30			1000 460430	200	101000
26185		CT80231 07/23/25 PARTS FOR GRASSHOPPERS	434.04			1000 460430	200	101000
26451								
44215		1452 ZACH BAYLESS	366.90					
	07/31/25	#1668 314 2ND AVE SW	128.91			2584 430200	300	101000
	07/23/25	#1651 615 4TH ST NE	36.83			2584 430200	300	101000
	07/31/25	# 1659 401 2ND AVE NE	99.16			2584 430200	300	101000
	07/31/25	# 1672 2150 SAGE LILY DR	102.00			2584 430200	300	101000
44216		27 JOHNSON HARDWARE	302.20					
	11342	07/01/25 UNION, ELBOW, FASTNERS	51.84			1000 460430	200	101000
26217		11379 07/02/25 PVC & SPRINKLER PARTS	142.94			1000 460430	200	101000
26218		11442 07/07/25 SEALING TAPE	17.18			5310 430600	200	101000
26023		11461 07/08/25 BATTERIES	30.59			5210 430500	200	101000
26118		11638 07/17/25 SPRAY PAINT	15.68			1000 411200	200	101000
25366		11759 07/25/25 PAINT SUPPLIES	43.97			1000 460430	200	101000
26226								

08/01/25  
11:29:46

CITY OF SIDNEY  
Claim Approval List  
For the Accounting Period: 7/25

Page: 8 of 8  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44217		1459 MSA SAFETY SALES, LLC	3,191.88					
	964949528	07/28/25 SK SENSOR FOR WWTP FLOOD	3,191.88			5310 430600	930	101000
26028								
44218		1114 PINE COVE	1,350.00					
	24773C	08/01/25 AUGUST MANAGED SERVICES	1,050.00			1000 411200	300	101000
	24774C	08/01/25 AUGUST RESTORE AGREEMENT	300.00			1000 411200	300	101000
		# of Claims	50	Total:	167,914.46			
			Total Electronic Claims	19,564.32	Total Non-Electronic Claims	148350.14		



## City Council Meeting 7-7-25

RC2026-1 ON HOLD

RC2026-2 ON HOLD

RC2026-3 ON HOLD

RC2026-6	Baltusch	12180 Riverview Dr	Additon to house	Riverview Sub, S14 T22N R59E, Lot 4 TR-2
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2026-3	Harms	623 8th Ave SW	Fence	L6, B1 Hansen Add
2026-6	Christensen	809 S Central Ave	Shed	S33 T23N R59E- .34 ac in NWSW
2026-8	Jensen	314 6th Ave NE	Fence	L5-8, B7, Kenoyer
2026-9	Rushing	215 14th Ave SW	House addition	L14, B2, Johnson 2nd Add