



City of Sidney, MT
City Council Regular Meeting 6-5-2023
June 05, 2023 6:30 PM
115 2nd Street SE |Sidney, MT 59270

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

Meeting ID: 713 080 5898 Passcode: 4332809

Call: 1-346-248-7799

1. Call to Order
2. Pledge of Allegiance
3. Aldermen Present
4. Correction or Approval of Minutes
 - a. [City Council Regular Meeting Minutes 5-15-23](#)
 - b. [City Buildings and Street Lighting Committee Meeting Minutes 5-17-23](#)
 - c. [Park and Recreation Committee Meeting 5-22-23 Minutes](#)
5. Visitors
 - a. Girls Scouts-Johnson Park Picnic Structure
 - b. **Joseph Ruiz-BP 2021-039:** Issued on 9-28-20 (expired 9-28-21) for garage, work not completed. Original BP Fee was \$307.25, new BP Fee for work remaining would be \$252.00, requesting the City Council waive the \$252.00 BP Fee.
 - c. Other Visitors
6. Public Hearing
7. Mayor Norby
8. Committee Meeting Work
 - a. City Buildings and Street Lighting-Vacant Buildings
 - b. Park and Recreation Committee Meeting-Improvements to Moose Park

9. Alderman Requests and Committee Reports

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

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

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

Budget and Finance – Chairman Christensen – Rasmussen, Godfrey

10. Unfinished Business

11. New Business

[a.](#) Verizon Internet and One Talk Phone System

[b.](#) Planning Services Contract with Forrest Sanderson Peaks Planning LLC

12. City Planner

13. City Attorney

a. Update

14. Chief of Police

a. Update

15. Public Works Director

[a.](#) State of Montana-DOT Maintenance Agreement for Sidewalks

[b.](#) Phase 3 COP Pay Application #2 and ARPA Competitive Grant Draw #2 for \$226,613.20

c. Update

16. Fire Marshal/Building Inspector

a. April 2023 Fire Run Report

17. City Clerk/Treasurer

[a.](#) April 2023 Water/Sewer Bank Transfer \$101,682.31

b. City Hall Remodel-Architect meeting 6-6-23 at 10:00am

c. Update

18. Consent Agenda

[a.](#) Claims to be approved: \$430,701.73

[b.](#) Building Permits to be approved: 2023-39, 2023-54, 2023-58 to 2023-64 and 2023-66, RC2023-31 and RC2023-32

19. Adjournment



City of Sidney, MT
 City Council Regular Meeting 5-15-23
 May 15, 2023 6:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 831 7867 8555 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

All present stated the Pledge of Allegiance.

3. Aldermen Present

DiFonzo, Rasmussen, Koffler, Stevenson, Godfrey and Christensen

4. Correction or Approval of Minutes

a. May 1st, 2023 City Council Regular Meeting Minutes

Clerk/Treasurer Chamberlin stated she made corrections to the spelling of names of the visitors.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderman Stevenson.

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

b. Budget and Finance Committee Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Godfrey.

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

Alderwoman Godfrey, Alderwoman Christensen

5. Visitors

a. Other Visitors:

Jordan Mayer-Interstate Engineering

Seas Suisse-B&B Builders

Austin Bernert and Andy Lawrence-Sidney Trap Club

Scot Sturgis-Richland County Baseball and American Legion Coach: He stated they would like to do some work at Moose Park in the future with a lot of baseball happening at the field this year. He stated there will be 2 American Legion Teams and 2 Babe Ruth Teams this year.

Motion was made to bring the plans to be reviewed to the Park and Rec Committee.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Christensen.

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

6. Public Hearing

Nothing.

7. Mayor Norby

Mayor Norby stated the Talk Trashy to Me Community Clean-up went well given the weather and he is thankful the Leadership Class put it on.

8. Committee Meeting Work

a. Budget and Finance Committee: FY23-24 Payroll

Alderwoman Godfrey stated the Budget and Finance Committee met and reviewed the proposal for the COLA and health insurance increase for FY 2023-24. After reviewing they are recommending a 4% COLA merit based for all employees except the Police Department and the City covering the 9% increase in health insurance premiums.

Motion was made to approve the 4% evaluation based COLA and the City covering the 9% increase in health insurance premiums.

Motion made by Alderwoman Godfrey, Seconded by Alderwoman Rasmussen.

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

9. Alderman Requests and Committee Reports

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

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

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

Budget and Finance – Chairman Christensen – Rasmussen, Godfrey

Alderwoman Rasmussen stated she was approached by Brandi Azure pertaining to getting assistance in installing the playground equipment at South Meadow Softball Complex. PWD Hintz stated he was not aware the public works department was going to assist in the installation of the equipment and Alderwoman Rasmussen stated she will have Ms. Azure call PWD Hintz. Alderman DiFonzo stated the City should be making sure it is installed correctly and in the approved location.

Alderman DiFonzo stated in reference to the pickle ball discussion at the previous meeting, he looked at the location proposed on the truck route instead of the tennis courts and there is no parking down there at all. He stated he would rather see grants pursued to redo the tennis court and include pickle ball and Mayor Norby agreed.

10. Unfinished Business

Nothing.

11. New Business

a. Trap Club Lease Agreement

Austin Bernert, Vice Chair, and Andy Lawrence, Chairman of the Trap Club stated the current Trap Club Lease Agreement for the old dump grounds property expires in June of 2023. He stated the trap club are not recommending any changes to the current lease and the Trap Club have filed as a 501C3 and have reestablished their board of directors and are pursuing getting trap club in the schools and getting grants. Clerk/Treasurer Chamberlin stated the agreement would be a 10-year lease with a payment to the City of Sidney of \$25.00 each year and city staff is also recommending no changes to the agreement.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderman Koffler.

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

12. City Planner

Nothing.

13. City Attorney

City Attorney Kalil stated he is working on nuisance enforcement.

14. Chief of Police

a. April 2023 Police Department Report

Chief Kraft provided the April 2023 Police Department Report. He stated himself and Lt. Zeiler went to Laurel for the Police Memorial Parade, which sadly was not attended as well as the one hosted in Sidney.

15. Public Works Director

a. April 2023 Public Works Report

PWD Hintz presented the April 2023 Public Works report. He stated they have the canopy in place at the pool and have done some deck work and misc. concrete work. He stated Swim Team assisted in cleaning the pool and they are ready to start filling the pool this week, and a pump will be replaced at the splash deck that was budgeted for. He stated they are filling potholes and sweeping the streets, with asphalt work coming soon when the plant is up and running.

b. Phase 3 Water Project-Pay Application #1 and ARPA Competitive Grant Draw #1 for \$419,756

PWD Hintz presented the Phase 3 Water Project pay application #1 and ARPA Competitive Grant Draw #1. He stated the Lincoln area of the project should be completed this week and they will start moving on with the project. He stated he understands it is causing traffic issues, but they are moving as quickly as they can.

Motion was made to approve pay application #1 and ARPA Competitive Grant Draw #1 for \$419,756.

Motion made by Alderwoman Christensen, Seconded by Alderman Stevenson.

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

c. West Holly Final Draw Request #8B for \$78,766 (invoices totaling \$88,506.06-difference \$9,740.06 out of cash or Phase 3 loan)

PWD Hintz presented the final draw request for the West Holly Water Project for \$88,506.06. There is \$78,766 available to draw down on the SRF loan, the remaining \$9,740.06 they are recommending paying out of cash.

Motion was made to approve Draw 8B paying the difference out of cash reserves.

Motion made by Alderwoman Rasmussen, Seconded by Alderman Koffler.

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

d. 200K Gallon Water Tank Lining Bid Approval

PWD Hintz stated they held a bid opening and had 4 qualified bids presented, which are in the City Council packet. He stated there was a low bid of \$154,650 from Color Dynamics and the second bid was Advanced Pump and Equipment (Advanced Linings) of \$204,266. He stated the lowest bidder does not use the product in the specs and cannot apply the correct product so they are recommending taking the second bid from Advanced Pump and Equipment (Advanced Linings). He stated they do not believe the product supplied by the lowest bidder would work for what the City is looking for and for long term use. Mr. Mayer stated the other product also takes upwards of 2-weeks to set instead of one day like the product in the specs.

Motion was made to approve accepting the bid from Advanced Pump and Equipment (Advanced Linings) of \$204,266.

Motion made by Alderman DiFonzo, Seconded by Alderman Koffler.

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

16. Fire Marshal/Building Inspector

a. Fairview School Building Permit Fee-Request to Waive \$2,903.35 (does not include \$1,016.17 in Plan Review fees)

Clerk/Treasurer Chamberlin stated the Fairview School District is requesting to have their building permit fees of \$2,903.35 waived. She stated they would still be required to pay the \$1,016.17 in plan review fees that the City has to pay Kyle Harlan. She stated FM/BI Rasmussen has not issue with waiving the building permit fees, as he does not feel it will extensive work for his position that isn't covered in the plan review fees.

Motion was made to approve waiving the Fairview School District building permit fees of \$2,903.35, but not the \$1,016.17 in plan review fees.

Motion made by Alderwoman Godfrey, Seconded by Alderman Koffler.

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

17. City Clerk/Treasurer

a. FY23-24 Audit Governance Letter

Clerk/Treasurer Chamberlin provided the FY21-22 (typo on agenda) Audit Governance Letter. She stated this is just for the Council's records and no action is needed to be taken.

b. April 2023 JV Report

Clerk/Treasurer Chamberlin provided the April 2023 JV Report for approval.

Motion was made to approve.

Motion made by Alderman Stevenson, Seconded by Alderman Koffler.

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

c. April 2023 Treasurer's Report

Clerk/Treasurer Chamberlin provided the April 2023 Treasurer's Report. She stated she will be doing some correction JV's in May for coding errors that will change this report.

18. Consent Agenda

Motion was made to approve the claims and building permits.

Motion made by Alderman Koffler, Seconded by Alderman Stevenson.

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

a. Claims to be approved: \$143,862.26

b. Building Permits to be approved: 2023-007, 2023-43 and 2023-49 to 2023-55; RC2023-30

19. Adjournment

at 7:01pm.



City of Sidney, MT
 City Buildings and Street Lighting Committee Meeting 5-17-23
 May 17, 2023 5:30 PM
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 834 0295 3672 Passcode: 4332809 Call: 1-346-248-7799

Alderman present: Stevenson, Rasmussen

Others present: Mayor Norby, PWD Hintz, FM/BI Rasmussen, Fire Chief Adam Smith and Clerk/Treasurer Chamberlin

1. New Business

a. Vacant Buildings

Clerk/Treasurer Chamberlin presented the sample ordinance provided by Alderwoman Godfrey on the vacant buildings in Anaconda. FM/BI Rasmussen stated he reached out to the Compliance Officer in Anaconda on the success and he stated they have a few buildings they are trying to use this code on but they are just starting to utilize it. He further stated he has concerns on who will police and monitor it since the City of Sidney does not have a compliance department or officer and he has concerns on the City becoming liable for these properties. He stated Billings is pursuing something similar also and have also reached out to Anaconda.

PWD Hintz stated he does not feel this is the appropriate tool to take care of vacant buildings. Alderwoman Rasmussen stated she agrees there is a liability question for the City to take this on with current staff, such as building codes do not apply to this. Fm/BI Rasmussen stated our current building codes do not apply and the city would more than likely have to hire a structural engineer to say the building is not safe.

Clerk/Treasurer Chamberlin stated she has concerns with the fees being able to be refunded and the accounting that would take, the 30 day vacancy would mean snow birds and many other households who travel frequently would have to register and pay, and she has questions how the fees would be decided to be spent on these properties. FM/BI Rasmussen stated the fees can only go to abatement of these buildings.

PWD Hintz stated there are vacant buildings that are in horrible shape in the community. He stated we do need a tool to make sure these properties are taken care of, but this ordinance does

not actually force property owners to make the necessary improvements. Alderwoman Rasmussen asked if it would be better to look into the nuisance code to take care of such properties and Mayor Norby agreed that is the route that could be taken.

Clerk/Treasurer Chamberlin stated city staff would like to opportunity to look into adding to the city nuisance code with City Attorney Kalil and how staffing will handle this additional work and report back to the City Buildings/Street Lighting Committee. Alderwoman Rasmussen stated she would like to see the current nuisance code being enforced and running appropriately before adding more and more to it. FM/BI Rasmussen stated with the newest changes of the nuisance code and the streamlining of the process, we might be able to take care of these properties already.

Motion was made to recommend approval of City Staff looking into the current nuisance code if the inclusion of vacant buildings in it is appropriate or needed and report back to the Committee at a future date.

Motion made by Rasmussen, Seconded by Stevenson.

Voting Yea: Rasmussen, Stevenson

Adjourned at 5:55pm.



City of Sidney, MT
Park and Recreation Committee Meeting 5-22-23
May 22, 2023 5:30 PM
115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 823 8661 4333 Passcode: 4332809 Call: 1-346-248-7799

Alderman Present: DiFonzo, Christensen, Godfrey

Other's Present: Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin, Scot Sturgis, Letty Godfrey, Trenton Godfrey and Dani Godfrey.

1. New Business

a. Improvements to Moose Park

Mr. Sturgis stated there are items with field maintenance they are trying to get improved at Moose Park including infield material, Woodgroup donated a 6-foot by 8-foot Conex that has been installed for the pitching machine that is placed close to the batting cage that they need approval of and there is a dead tree by the batting cage they would like to remove and install a 6-foot 30 to 40-foot T-net for a bull pen station. He stated they would like to fence off the bull pens and batting cages for protection of others present. He stated they would also like to put another batting cage in by the current and put one in by the shed/garage for the visiting teams. He stated everything including labor has been or will be donated.

PWD Hintz stated he doesn't want the Conex close to residences, rather more up against the fence more. He stated he doesn't have a concern with the small Conex but he does have concerns with so many of them being put on City property that will make property owners want to put them on their properties. PWD Hintz stated they use the area by the shed/garage for sweeping dirt and asked if that would interfere with the visitor batting cage and Mr. Sturgis stated it wouldn't as they could make it shorter than the others if needed. Alderman DiFonzo stated they should put it closer to fence in the corner by the shed/garage instead of in the parking lot area behind it and Mr. Sturgis stated they could do that.

PWD Hintz asked why they cannot t-off into the batting cages instead of having a t-net and Mr. Sturgis stated so they can have more stations for practice.

Alderman DiFonzo stated the changes will give them more opportunity to have more going on and that he doesn't see any issues with the changes. Mr. Sturgis stated the number of kids coming out

for baseball this year has prompted them wanting to make these changes and the possibility of having a showcase tournament or more tournaments in general.

Motion was made to recommend the approval of the requested changes with the condition they work with PWD Hintz and follow the drawing as provided with the change of the location of the visitor's batting cage and Conex.

Motion made by Christensen, Seconded by Godfrey.

Voting Yea: DiFonzo, Godfrey, Christensen

Meeting was adjourned at 5:45pm.

Hi MT/SIDNEY POLICE DEPT,
MT/SIDNEY POLICE DEPT, 110 2ND AVE NW, SIDNEY, MT 59270-4014.

Let us help you do business. Please review your quote here, if you have any questions to get clarified feel free to connect with your Verizon sales executive.

Nathan Nasett | 6083165307 | nathan.nasett@verizonwireless.com

This quotation is based on the terms and conditions of the NASPO Value Point (NVLPT) #MA152-1 Contract (f/k/a WSCA) ("the Agreement"). The NVLPT Agreement, Addenda and Attachments can be found on www.naspovaluepoint.org site for your review.

Quote ID	Created on	Expires on
43671196-Q-13582705	05/23/2023	07/22/2023

Quote summary

All amounts in below summary without taxes or accessory cost over 24 months

Number of lines	Avg Cost/Line per month	Total cost per month
19	\$25.78	\$489.97

Monthly cost reflects recurring payments. Total cost includes one time device purchases. Hunt Group at no charge, not included in Average cost per line.

Quote overview

With applicable discounts

Plans & features (Due monthly)	Devices (Due today)	Accessories (Due today)
\$489.97	\$3,728.97	\$528.75

Quote details

Plans & features

Business Unlimited Hunt Group Qty: 1x\$0.00	\$0.00
Added features:	
• Decline Device Protection Qty: 1 x \$0.00	\$0.00
Due monthly (no contract)	\$0.00
Business Unlimited Auto Receptionist - \$10.00/month Qty: 1 x \$10.00	\$10.00
Added features:	
• Decline Device Protection Qty: 1 x \$0.00	\$0.00
• One Talk Auto Receptionist Qty: 1 x \$10.00	\$10.00
Due monthly (no contract)	\$20.00
Business Unlimited Mobile Client / Desk Phone - \$10.00/month Qty: 3 x \$10.00	\$30.00
Added features:	
• Decline Device Protection Qty: 3 x \$0.00	\$0.00
• One Talk Service Qty: 3 x \$15.00	\$45.00
Due monthly (Subsidy - 2 year)	\$75.00
4G FWA Public Safety Unlimited Mobile Broadband with MBP - \$39.99/month Qty: 3 x \$39.99	\$119.97
Added features:	
• Decline Device Protection Qty: 3 x \$0.00	\$0.00
Due monthly (no contract)	\$119.97
Business Unlimited LTE Desk Phone - \$10.00/month Qty: 11 x \$10.00	\$110.00
Added features:	
• Decline Device Protection Qty: 11 x \$0.00	\$0.00
• One Talk Service	

Qty: 11 x \$15.00	\$165.00
Due monthly (Subsidy - 2 year)	Item a. 0
<hr/>	
Total due monthly for plans & features	\$489.97
*Decline equipment protection: Verizon will not be protecting your device. In the event of lost, theft, damage or post warranty defects, the cost to replace each device could be in excess of \$1000. The cost to repair your smartphone's cracked screen maybe be in excess of \$100 per repair.	

Devices & accessories

Yealink T67LTE - T67LTE	
Retail price	\$299.00
Promotion(s) applied:	
• QTR B2B 50 00 ONETALK BIC ACTIVATIONS VIA LUMP SUM. BIC YES. Valid through 06/30/2023	
• Corporate Discount	-\$100.00
Net price (2 yr contract)	\$199.00
Due today	
Qty: 11 x \$199.00	\$2,189.00
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One time \$50.00 credit applied within 3 bill cycles	
Qty: 11 x \$50.00	\$50.00
Auto Receptionist - STKAA	
Retail price	\$0.00
Net price (No Contract)	\$0.00
Due today	
Qty: 1 x \$0.00	\$0.00
<hr/>	
One Talk W78B DECT IP Base Station - W78B	
Retail price	\$99.00
Promotion(s) applied:	
• QTR B2B 50 00 ONETALK BIC ACTIVATIONS VIA LUMP SUM. BIC YES. Valid through 06/30/2023	
• Corporate Discount	-\$39.00
Net price (2 yr contract)	\$60.00
Due today	
Qty: 2 x \$60.00	\$120.00
<hr/>	
One time \$50.00 credit applied within 3 bill cycles	
Qty: 2 x \$50.00	\$50.00
Internet Gateway - Business - FSNO21VA	
Retail price	\$349.99
Net price (No Contract)	\$349.99
Due today	
Qty: 3 x \$349.99	\$1,049.97
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Hunt Group Virtual Device - STKHG	
Retail price	\$0.00
Net price (No Contract)	\$0.00
Due today	
Qty: 1 x \$0.00	\$0.00
<hr/>	
One Talk CP965 IP Conference Phone - CP965	

Retail price	\$499.00
Promotion(s) applied:	
• QTR B2B 50 00 ONETALK BIC ACTIVATIONS VIA LUMP SUM. BIC YES.	
Valid through 06/30/2023	
• Corporate Discount	-\$129.00
Net price (2 yr contract)	\$370.00
Due today	
Qty: 1 x \$370.00	\$370.00

One time \$50.00 credit applied within 3 bill cycles	
Qty: 1 x \$50.00	\$50.00

Wireless - Headset - Dual - WH62D	
Retail price	\$165.00
Promotion(s) applied:	
• Corporate Discount	-\$41.25
Net price with promotion	\$123.75
Due today	
Qty: 1 x \$123.75	\$123.75

Rugged Wireless Handset For W60 - W59VR	
Retail price	\$135.00
Promotion(s) applied:	
• Corporate Discount	-\$33.75
Net price with promotion	\$101.25
Due today	
Qty: 4 x \$101.25	\$405.00

Total due today for device(s)	\$3,728.97
Total due today for accessories	\$528.75

Sales tax

MT state sales tax	0.00
MT local sales tax	0.00

Total due today with tax	\$4,257.72
Device payment tax	0.00

Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See Verizonwireless.com for coverage map. Equipment and accessories are subject to availabilty while supplies last. Additional charges, taxes, fees and surcharges apply.

Important customer information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase, device tax due at the time of purchase and are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Activation/upgrade fee/line up to \$40; restocking fee per device up to \$50. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and Verizon Wireless surcharges/line (including 29.0% Fed. Univ. Svc., \$1.95 Administrative and \$0.21 Regulatory Charges).

Legal Disclaimer

Prices referenced in this document are for estimating purposes only. Actual prices will be based on equipment, calling plan and feature charges available at the time of purchase and are subject to change without notice. Service plans, features and offers are subject to terms and conditions. Additional fees for usage and overages may apply. Offers & Coverage vary by service & equipment. See VerizonWireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. *Additional charges, taxes, fees, and surcharges apply. Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service

Why Verizon

The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

5G innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world¹, with ultra-low lag and Massive capacity.²

Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.³

Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

1 Global claim from May 2020, based on Opensignal independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020 © 2020 Opensignal Limited.

2 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

3 Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003- 2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [June 5, 2023] ("Effective Date") between [City of Sidney, Montana] ("Owner") and Peaks Planning LLC ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: [On Call Planning Services] ("Project").

Consultant's services under this Agreement are generally identified as follows: [On Call Planning Services] ("Services").

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above ("Additional Services").
- B. Consultant shall complete its Services within a reasonable period of time, or as directed by Owner.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Direct Labor Costs Times a Factor, Plus Reimbursables*

- ~~A.~~ Owner shall pay Consultant for Services as ~~follows:~~

~~1. An amount equal to Consultant's Direct Labor Costs times a factor of 3.0 for services of Consultant's employees engaged in the Project, plus reimbursable expenses. Reimbursable expenses include accommodations, meals plus gratuity associated with work on the Project.~~

~~2. A Sub-consultants shall be reimbursed at the rate of 115% of actual invoiced costs including reimbursables set forth in the attached Exhibit A.~~

A. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times a multiplier for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.

b. By Consultant:

1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Consultant shall have no liability to Owner on account of a termination for cause by Consultant.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

Formatted: A. (E520), Outline numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5", Tab stops: 0.19", List tab

Commented [TK1]: The language here seems to conflict with Exhibit A, so I went with Exhibit A, if I am missing something, let me know.

- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant or sub-consultants shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Consultant or sub-consultants have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Consultant or sub-consultants shall not be responsible for the acts or omissions of any Constructor.
- C. Consultant or sub-consultants neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.

- E. Owner shall have all rights and title to the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and sub-consultants;
 3. such limited license to Owner shall not create any rights in third parties.
- F. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- G. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$2,000,000 or the total amount of compensation received by Consultant, whichever is greater.
- H. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments: Scope of Work*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Sidney, Montana]

By: []
Print name: [Rick Norby]
Title: [Mayor]
Date Signed: []

Address for Owner's receipt of notices:
[City of Sidney, Montana]

Consultant: Peaks Planning and Consulting, LLC

By: []
Print name: [Forrest Sanderson]
Title: [President]
Date Signed: []

Consultant License or Firm's Certificate No. (if required):

[]
State of: []

Address for Consultant's receipt of notices:
Peaks Planning & Consulting LLC

P.O. Box 307
Roberts MT 59070
Legal Notices to: toofrostyinmt@yahoo.com

STATE OF MONTANA
Department of Transportation

MAINTENANCE AGREEMENT

Project Name	Les Schwab Sidewalk Encroachment
Project Address	N/A
MDT Maintained Route (Route)	MT-200 (N-20)
Reference Post	52.85
Project Developer/Encroachment Applicant	Graham Engineering
Name of City or Municipality (City)	City of Sidney
Address of City or Municipality	115 2 nd Steet S.E., Sidney, MT 59270
Current IDC Rate for Fiscal Year	Year: 2023 10.71%
Current year MDT Nondiscrimination and Disability Accommodation Notice	Revised (Month/Year): 01/2022 Attachment A

This Agreement by and between the City of Sidney (City), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of MT-200 (Route) located within Sidney, Montana.

The Purpose of this Agreement is to set forth the respective responsibilities and duties of the Parties associated with the installation and maintenance of the Project Specific Features within the above referenced MDT right-of-way, a commission-designated highway system, per the approved plans (Attachment B) received from the Developer. This Agreement sets forth terms regarding the City's maintenance responsibilities for the Project that the City must meet for MDT to provide the Developer the necessary Encroachment Permit to install the Project Specific Features. Any Encroachment Permit granted to the Developer by this Agreement is explicitly subject and subordinate to the rights and title of MDT and the State of Montana and the attached General Terms and Conditions.

Project Features

Select the checkbox next to every feature listed below that your project includes and that you intend to address in the current agreement. Standard language is provided in the template for these features. (See Article III Project Specific Features)

- | | |
|---|--|
| <input type="checkbox"/> 1. Landscaping and/or Irrigation | <input type="checkbox"/> 4. Shared-Use Path* |
| <input checked="" type="checkbox"/> 2. Sidewalks* | <input type="checkbox"/> 5. Bulb-outs* |
| <input type="checkbox"/> 3. Sidewalk Benches/Bike Racks/Other Sidewalk Amenities* | <input type="checkbox"/> 6. Lighting |

*Submit preliminary plans to MDT external ADA coordinator in Helena for compliance review.

Is the project located within one of the following MS4 areas? No ☒ Yes ☐

Billings/Portion of Yellowstone Co. ☐

Missoula/Portion of Missoula Co. ☐

Great Falls/Portion of Cascade Co. ☐

Bozeman ☐

Billings ☐

Butte ☐

Kalispell ☐

Helena ☐

Projects located in a Small Municipal Separate Storm Sewer System (MS4) Permit area subject to the following conditions.

1. MDT concludes, and the City agrees, the project work is designed in compliance with applicable Small MS4 Permit requirements.
2. The City agrees to operate, monitor and maintain storm water management features in compliance with applicable MS4 requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative effective as of the date of final signature.

Have the Following General Terms and Conditions of this agreement been modified?

Yes ☐ No ☒

MDT	City
X Dated: District Administrator	X Dated: City Representative

Copy: MDT Office of Civil Rights (DocuSign Notification)

General Terms and Conditions**AGREEMENT****ARTICLE I. GENERAL OBLIGATIONS OF MDT**

1. If the City does not fulfill their maintenance requirements as stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing 60 days to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
2. MDT may complete any maintenance required due to public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The City agrees that no fixture, building, structure, or other permanent installation will be constructed or placed within commission designated right-of-way without prior written approval from MDT.
2. The City agrees any maintenance within MDT right-of-way that requires lane closure or equipment must be reviewed and approved by MDT maintenance staff prior to initiation of the maintenance.
3. The City shall complete the necessary environmental processes for modification to the state highways and roadways and demonstrate that all, if any, environmental issues associated with the proposed project have been identified and mitigated. The City agrees it will prepare and file any required environmental documents and apply for and obtain any permits required by other governmental agencies at no expense to MDT prior to maintenance taking place within commission designated right-of-way.
4. The City agrees to be responsible for any and all damages to facilities within commission designated right-of-way caused by the City, the City's staff or contractors, or resulting from the City's operations. The City must repair any and all damages, at its sole expense, after notification of damage by MDT and approval of repair work needed, method of repair, and schedule for repair.
5. If the City fails to perform or cause to be performed, the maintenance obligations as required by this agreement within 60 days of written notification from MDT, MDT may complete the required maintenance and the City shall be required to compensate MDT for its performance of said maintenance.
6. MDT may complete any maintenance required due to a public emergency without prior notice to the City. The City agrees to be responsible for and to reimburse MDT for said maintenance, including Indirect Costs.

ARTICLE III – PROJECT SPECIFIC FEATURES

1. Landscaping/Irrigation Equipment
 - a. Upon completion of the Project, the City agrees that it is responsible, at no cost to MDT, to service, maintain and repair the landscaping and irrigation equipment installed as part of this project.
 - b. For the purposes of this Agreement, "maintenance of landscaping and irrigation system," is defined as: mowing, watering, debris removal, weed control, fertilizing, tree/shrub trimming including removal, replacement and maintenance of sight triangles, the repair and replacement of fences, and maintenance of all features in compliance with ADA/PROWAG. The irrigation system shall be fully operational, free of leaks, with heads selected and adjusted to reduce water waste.

- c. If the City is not able to complete the maintenance on the landscaping and irrigation system as per this Agreement, the improvements may become the property of MDT, without reimbursement. If landscaping or irrigation become MDT property, MDT will maintain the property as it sees fit and may remove the landscaping and irrigation system without City approval. MDT may seek compensation for the maintenance or removal of the landscaping and irrigation system from the City.

2. Sidewalks/Curb

- a. Upon completion of the Project, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk/curb within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a sidewalk" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

3. Sidewalk Benches/Bike Racks/Other Sidewalk Amenities

- a. Upon completion of the project, the City agrees that it is responsible, at no cost to MDT, to service, maintain and repair the benches, bike racks, planters, tree grates, and other sidewalk amenities installed as part of this project.
- b. For the purposes of this Agreement, "maintenance of benches, bike racks, planters, tree grates, and other sidewalk amenities," is defined as: regular inspection to ensure the safety and functionality of the amenity, and that the hardware is intact, fasteners are made flush with surfaces, and seats and backings are smooth with no protrusions or sharp edges. The placement must allow for a clear approach area adjacent to the furnishing and meet pedestrian access route requirements consistent with ADA (PROWAG) requirements.

4. Shared-Use Path

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

5. Bulb-outs

- a. Upon completion of the project, the City agrees that it is responsible, at no cost to MDT, to maintain the bulb-out installed as part of this project and the improvements placed within it (e.g. sidewalks/paths, landscaping, irrigation, and/or other amenities).
- b. For the purposes of this Agreement, "maintenance of a sidewalk or path" is defined as: grinding or milling down surface displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged path or sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping,

tree roots, or encroachments; removal of debris and other obstructions or impediments to safe pedestrian travel; and any and all other normally accepted maintenance practices.

- c. For the purposes of this Agreement, "maintenance of landscaping and irrigation system," is defined as: mowing, watering, debris removal, weed control, fertilizing, tree/shrub trimming including removal and replacement, and the repair and replacement of fences. The irrigation system shall be maintained such that it is fully operational, free of leaks, with heads selected and adjusted to reduce water waste.
- d. For the purposes of this Agreement, "maintenance of other amenities," is defined as: regular inspection to ensure that the safety and functionality of the amenity and that the hardware is intact, fasteners are flush with surfaces, and seats and backings are smooth with no protrusions or sharp edges. The placement must allow for a clear approach area adjacent to the amenity and meet pedestrian access route requirements consistent with ADA (PROWAG) requirements.

6. Lighting

- a. Upon completion of the project, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair and pay the costs of operating (including utility costs) the decorative and/or pedestrian lighting installed as part of this project.
- b. For the purposes of this Agreement, "maintenance of street lighting", is defined as: the inspection of the lighting system for operation, cleaning lamps, lenses and reflectors, stocking of replacement parts, bulb replacement, and repairs to and replacement of damaged fixtures.
- c. Any major repair costs for lighting damage not recoverable from third parties shall be the responsibility of the City.
- d. If the cost of energy is raised by the utility company, the City, town or special improvement district shall pay their proportionate share of the rate increase.

ARTICLE IV – GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.
2. **Termination** – This Agreement may be terminated by MDT if the City has violated or breached any term, condition or article of this Agreement and the City has failed to correct the same within 60 days of receiving notice in writing addressed to the City at the addresses shown above, from MDT of such violation or breach of any term condition or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the Project as it sees fit and may remove it without City approval. MDT may seek compensation for maintenance or removal of the Project from the City.
3. **Hold Harmless & Indemnification**

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

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

4. Insurance

- a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

5. Public Safety

If any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, and make reasonable and timely effort to correct or repair the hazard.

6. Invoicing and Indirect Cost (IDC)

If MDT incurs any costs as a result of a public emergency that necessitates action on MDT's part concerning the maintenance or repair of the Project back to its original state, MDT shall be compensated for such costs by the City, and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Section 17-1-106, MCA, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. If the work occurs or extends beyond the current fiscal year the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

7. Choice of Law and Venue

This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as otherwise noted in this Agreement on Indemnification. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

8. Binding Effect – The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
9. Relationship of Parties – Nothing contained in this Agreement shall be deemed or construed (either by the Parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

10. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
11. ADA - MDT requires that any construction or maintenance resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s Detailed Drawings, 608 series.
12. Audit – The Legislative Auditor and the Legislative Fiscal Analyst may, without prior notice and during normal business hours, audit, at their own cost and expense, all records, reports, and other documents the City maintain in connection with this Agreement.
13. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with this MOA (Mont. Code Ann. §18-1-118). The City agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception relating to the Agreement taken by the State of Montana or a third party.
14. Highway Modifications – If MDT modifies or improves the highway or roadway facilities, the City will modify, upon reasonable notice at no expense to MDT, the Project accordingly.
15. Revocation – This Agreement is revocable by MDT in the event that the Project facilities within the right-of-way cease to be used by the City for a period of one year or abandoned otherwise. Upon revocation or abandonment, the system facilities must be removed in compliance with this Agreement.
16. Utilities – The right of any private or public utility now lawfully occupying the right-of-way to operate and maintain utility facilities supersedes any right granted by this Agreement to the City. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
17. Amendment and Modification – The Parties may modify or amend this Agreement only by a written Addendum signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provision of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
18. Representatives
 - a. City’s Representative: The City’s Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City’s Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City’s Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT’s Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT’s Representative; provided, however, that in exigent circumstances when MDT’s Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.
19. Counterpart Execution - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts

of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

DRAFT

ATTACHMENT A

MDT Nondiscrimination and Disability Accommodation Notice

DRAFT

ATTACHMENT B

Plan

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

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

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

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

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

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

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

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

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

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

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

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

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

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

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

Contractor's Application For Payment

Owner: <u>City of Sidney</u>	Owner's Project Number: <u>S2100105</u>
Engineer: <u>Interstate Engineering, Inc.</u>	Engineer's Project Number: <u>S2100105</u>
Contractor: <u>COP Construction LLC</u>	Contractor's Project Number: <u>23101</u>
Project: <u>Phase III - Water System Improvements</u>	
Contract: <u>Schedules I, II, III, V and VI</u>	

Application No.: 2 Application Date: 5/29/2023
 Application Period: From 4/29/2023 to 5/26/2023

1. ORIGINAL CONTRACT PRICE	\$	<u>2,909,306.00</u>
2. Net change by Change Orders	\$	<u> </u>
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	<u>2,909,306.00</u>
4. Total Work completed and material stored to date (Column L Unit Price Total)	\$	<u>680,388.56</u>
5. RETAINAGE:		
a. 5.0% x Work Completed	\$	<u>27,806.76</u>
b. 5.0% x Stored Material Remaining	\$	<u>6,212.67</u>
c. Total Retainage (Line 5.a + 5.b)	\$	<u>34,019.43</u>
6. SET-OFFS:		
a. Direct Expenses (Reimbursable)	\$	<u> </u>
b. Direct Expenses (Non-Reimbursable)	\$	<u> </u>
c. Total Direct Expenses (Line 6.a + 6.b)	\$	<u> </u>
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c - Line 6.c)	\$	<u>646,369.14</u>
8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	\$	<u>419,755.94</u>
9. GROSS AMOUNT DUE THIS APPLICATION	\$	<u>226,613.20</u>
10. 1% MT GROSS RECEIPTS TAX	\$	<u>2,266.13</u>
11. NET AMOUNT DUE THIS APPLICATION	\$	<u>224,347.06</u>
12. BALANCE TO FINISH + RETAINAGE (Line 3 - Line 4 + Line 5.c)	\$	<u>2,262,936.86</u>

Contractor's Certification

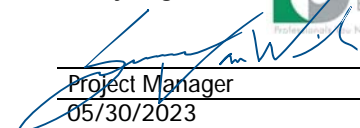
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor: COP Construction LLC

Signature:  Date: 05/30/2023

Recommended by Engineer:

By: 
 Title: Project Manager
 Date: 05/30/2023

Approved by Owner:

By: _____
 Title: _____
 Date: _____

Approved by Funding Agency:

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Item b.

Owner: City of Sidney
 Engineer: Interstate Engineering, Inc.
 Contractor: COP Construction LLC
 Project: Phase III - Water System Improvements
 Contract: Schedules I, II, III, V and VI

Owner's Project Number: S2100105
 Engineer's Project Number: S2100105
 Contractor's Project Number: 23101

Application No.: 2 Application Period: From 4/29/2023 To 5/26/2023 Application Date: 5/29/2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				

Original Contract

Schedule I (Central Ave.) - *Base Bid

1001	Mobilization, Taxes, Bonds and Insurance	1	LS	\$138,230.00	\$138,230.00				\$ -		\$ -		\$138,230.00
1002	12" Water Main (DIP)	880	LF	\$170.00	\$149,600.00				\$ -		\$ -		\$149,600.00
1003	8" Water Main (DIP)	85	LF	\$140.00	\$11,900.00				\$ -		\$ -		\$11,900.00
1004	12" Gate Valve	6	EA	\$8,400.00	\$50,400.00				\$ -		\$ -		\$50,400.00
1005	8" Gate Valve	1	EA	\$6,200.00	\$6,200.00				\$ -		\$ -		\$6,200.00
1006	12"x12" Cross	1	EA	\$4,600.00	\$4,600.00				\$ -		\$ -		\$4,600.00
1007	12"x12" Tee	1	EA	\$4,000.00	\$4,000.00				\$ -		\$ -		\$4,000.00
1008	12"x8" Tee	1	EA	\$3,500.00	\$3,500.00				\$ -		\$ -		\$3,500.00
1009	12" 22.5° Bend	1	EA	\$3,000.00	\$3,000.00				\$ -		\$ -		\$3,000.00
1010	12"x8" Reducer	1	EA	\$2,800.00	\$2,800.00				\$ -		\$ -		\$2,800.00
1011	Connect to Existing Main (12")	4	EA	\$2,900.00	\$11,600.00				\$ -		\$ -		\$11,600.00
1012	Connect to Existing Main (8")	2	EA	\$2,400.00	\$4,800.00				\$ -		\$ -		\$4,800.00
1013	Fire Hydrant Assembly	3	EA	\$15,000.00	\$45,000.00				\$ -		\$ -		\$45,000.00
1014	6" Fire Hydrant Lead (DIP)	94	LF	\$ 63.00	\$5,922.00				\$ -		\$ -		\$5,922.00
1015	2" Water Service Connection (WSC)	1	EA	\$4,500.00	\$4,500.00				\$ -		\$ -		\$4,500.00
1016	2" Curbstop	1	EA	\$880.00	\$ 880.00				\$ -		\$ -		\$ 880.00
1017	2" Service Pipe (Copper)	43	LF	\$ 65.00	\$2,795.00				\$ -		\$ -		\$2,795.00
1018	1 1/2" Water Service Connection (WSC)	1	EA	\$4,400.00	\$4,400.00				\$ -		\$ -		\$4,400.00
1019	1 1/2" Curbstop	1	EA	\$740.00	\$ 740.00				\$ -		\$ -		\$ 740.00
1020	1 1/2" Service Pipe (Copper)	43	LF	\$ 36.00	\$1,548.00				\$ -		\$ -		\$1,548.00
1021	1" Water Service Connection (WSC)	5	EA	\$1,100.00	\$5,500.00				\$ -		\$ -		\$5,500.00
1022	1" Curbstop	4	EA	\$500.00	\$2,000.00				\$ -		\$ -		\$2,000.00
1023	1" Service Pipe (Copper)	114	LF	\$ 20.00	\$2,280.00				\$ -		\$ -		\$2,280.00
1024	Tracer Wire	1259	LF	\$ 1.00	\$1,259.00				\$ -		\$ -		\$1,259.00
1025	Temporary Water (Residential)	2	EA	\$1,000.00	\$2,000.00				\$ -		\$ -		\$2,000.00
1026	Temporary Water (Commercial)	7	EA	\$1,300.00	\$9,100.00				\$ -		\$ -		\$9,100.00
1027	Asbestos Pipe Removal	375	LF	\$ 11.00	\$4,125.00				\$ -		\$ -		\$4,125.00
1028	Contaminated Soil Removal & Disposal	1	LS	\$263,000.00	\$263,000.00				\$ -		\$ -		\$263,000.00
1029	Curb & Gutter Removal & Replacement	90	LF	\$ 68.00	\$6,120.00				\$ -		\$ -		\$6,120.00
1030	Concrete Sidewalk Removal & Replacement	1100	SF	\$ 17.00	\$18,700.00				\$ -		\$ -		\$18,700.00
1031	Asphalt Removal	1475	SY	\$ 15.00	\$22,125.00				\$ -		\$ -		\$22,125.00
1032	Asphalt Replacement (MDT ROW: 6")	1475	SY	\$115.00	\$169,625.00				\$ -		\$ -		\$169,625.00
1033	Flowable Fill	2550	CY	\$143.00	\$364,650.00				\$ -		\$ -		\$364,650.00
1034	Type II Bedding	75	CY	\$ 83.00	\$6,225.00				\$ -		\$ -		\$6,225.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Item b.

Owner:	City of Sidney	Owner's Project Number:	S2100105
Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	S2100105
Contractor:	COP Construction LLC	Contractor's Project Number:	23101
Project:	Phase III - Water System Improvements		
Contract:	Schedules I, II, III, V and VI		

Application No.: 2 Application Period: From 4/29/2023 To 5/26/2023 Application Date: 5/29/2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (Cx E) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				
		Original Contract											
1035	Exploratory Excavation	10	HR	\$220.00	\$2,200.00				\$ -		\$ -		\$2,200.00
1036	Traffic Control	1	LS	\$33,000.00	\$33,000.00				\$ -		\$ -		\$33,000.00
1037	Materials Testing Allowance	2500	UNIT	\$ 1.00	\$2,500.00				\$ -		\$ -		\$2,500.00
1038	Miscellaneous Work Allowance	7500	UNIT	\$ 1.00	\$7,500.00				\$ -		\$ -		\$7,500.00
Schedule I Totals					\$1,378,324.00				\$ -		\$ -		\$1,378,324.00

Schedule II (Lincoln Ave. - A) - *Base Bid

2001	Mobilization, Taxes, Bonds and Insurance	1	LS	\$66,200.00	\$66,200.00		0.60	0.60	\$39,720.00		\$39,720.00	60.00%	\$26,480.00
2002	10" Water Main (PVC)	967	LF	\$100.00	\$96,700.00		560	560	\$56,000.00		\$56,000.00	57.91%	\$40,700.00
2003	8" Water Main (PVC)	53	LF	\$100.00	\$5,300.00		53	53	\$5,300.00		\$5,300.00	100.00%	\$ -
2004	10" Gate Valve	4	EA	\$5,800.00	\$23,200.00		4	4	\$23,200.00		\$23,200.00	100.00%	\$ -
2005	8" Gate Valve	1	EA	\$4,500.00	\$4,500.00		1	1	\$4,500.00		\$4,500.00	100.00%	\$ -
2006	6" Gate Valve	1	EA	\$3,300.00	\$3,300.00				\$ -		\$ -		\$3,300.00
2007	10"x10" Cross	1	EA	\$3,250.00	\$3,250.00		1	1	\$3,250.00		\$3,250.00	100.00%	\$ -
2008	10"x10" Tee	2	EA	\$3,000.00	\$6,000.00		2	2	\$6,000.00		\$6,000.00	100.00%	\$ -
2009	10"x8" Tee	1	EA	\$3,100.00	\$3,100.00		1	1	\$3,100.00		\$3,100.00	100.00%	\$ -
2010	10" 22.5° Bend	1	EA	\$2,400.00	\$2,400.00				\$ -		\$ -		\$2,400.00
2011	10"x6" Reducer	1	EA	\$2,000.00	\$2,000.00				\$ -		\$ -		\$2,000.00
2012	Connect to Existing Main (10")	4	EA	\$2,300.00	\$9,200.00		4	4	\$9,200.00		\$9,200.00	100.00%	\$ -
2013	Fire Hydrant Only	1	EA	\$6,000.00	\$6,000.00				\$ -		\$ -		\$6,000.00
2014	Fire Hydrant Assembly	3	EA	\$9,800.00	\$29,400.00		2	2	\$19,600.00		\$19,600.00	66.67%	\$9,800.00
2015	6" Fire Hydrant Lead (PVC)	110	LF	\$32.00	\$3,520.00		42	42	\$1,344.00		\$1,344.00	38.18%	\$2,176.00
2016	4" Irrigation Service Installation & Connection	1	LS	\$6,600.00	\$6,600.00				\$ -		\$ -		\$6,600.00
2017	4" Irrigation Service Lead (PVC)	30	LF	\$18.00	\$540.00				\$ -		\$ -		\$540.00
2018	2" Flushing Hydrant Installation & Connection (FHC)	1	LS	\$7,800.00	\$7,800.00				\$ -		\$ -		\$7,800.00
2019	2" Flushing Hydrant Pipe (HDPE)	196	LF	\$7.00	\$1,372.00		38	38	\$266.00		\$266.00	19.39%	\$1,106.00
2020	1 1/2" Water Service Connection (WSC)	2	EA	\$2,400.00	\$4,800.00		1	1	\$2,400.00		\$2,400.00	50.00%	\$2,400.00
2021	1 1/2" Curbstop	2	EA	\$680.00	\$1,360.00		1	1	\$680.00		\$680.00	50.00%	\$680.00
2022	1 1/2" Service Pipe	146	LF	\$7.00	\$1,022.00		58	58	\$406.00		\$406.00	39.73%	\$616.00
2023	1" Water Service Connection (WSC)	9	EA	\$2,200.00	\$19,800.00		5	5	\$11,000.00		\$11,000.00	55.56%	\$8,800.00
2024	1" Curbstop	9	EA	\$390.00	\$3,510.00		5	5	\$1,950.00		\$1,950.00	55.56%	\$1,560.00
2025	1" Service Pipe	381	LF	\$6.00	\$2,286.00		151	151	\$906.00		\$906.00	39.63%	\$1,380.00
2026	Internal Water Service Connection (IWSC)	1	EA	\$1,400.00	\$1,400.00				\$ -		\$ -		\$1,400.00
2027	Tracer Wire	1883	LF	\$1.00	\$1,883.00		858	858	\$858.00		\$858.00	45.57%	\$1,025.00
2028	Temporary Water (Residential)	14	EA	\$1,000.00	\$14,000.00		2	2	\$2,000.00		\$2,000.00	14.29%	\$12,000.00
2029	Curb & Gutter Removal & Replacement	160	LF	\$68.00	\$10,880.00				\$ -		\$ -		\$10,880.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Item b.

Owner:	City of Sidney	Owner's Project Number:	S2100105
Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	S2100105
Contractor:	COP Construction LLC	Contractor's Project Number:	23101
Project:	Phase III - Water System Improvements		
Contract:	Schedules I, II, III, V and VI		

Application No.: 2 Application Period: From 4/29/2023 To 5/26/2023 Application Date: 5/29/2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (Cx E) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				
Original Contract													
2030	Concrete Sidewalk Removal & Replacement	500	SF	\$ 17.00	\$8,500.00				\$ -		\$ -		\$8,500.00
2031	Concrete Valley Gutter Removal & Replacement	660	SF	\$ 23.00	\$15,180.00				\$ -		\$ -		\$15,180.00
2032	Asphalt Removal	1700	SY	\$ 7.00	\$11,900.00		408	408	\$ 2,856.00		\$ 2,856.00	24.00%	\$9,044.00
2033	Asphalt Replacement (City ROW: 4")	825	SY	\$ 90.00	\$74,250.00				\$ -		\$ -		\$74,250.00
2034	Asphalt Replacement (City ROW: 6")	875	SY	\$115.00	\$100,625.00				\$ -		\$ -		\$100,625.00
2035	Grass Restoration (Hydro Seed)	6750	SF	\$ 2.00	\$13,500.00				\$ -		\$ -		\$13,500.00
2036	Imported Backfill	250	CY	\$ 36.00	\$9,000.00				\$ -		\$ -		\$9,000.00
2037	Type II Bedding	100	CY	\$ 44.00	\$4,400.00				\$ -		\$ -		\$4,400.00
2038	Exploratory Excavation	10	HR	\$220.00	\$2,200.00		3	3	\$ 660.00		\$ 660.00	30.00%	\$1,540.00
2039	Traffic Control	1	LS	\$13,377.00	\$13,377.00		0.70	0.70	\$ 9,363.90		\$ 9,363.90	70.00%	\$4,013.10
2040	Materials Testing Allowance	2500	UNIT	\$ 1.00	\$2,500.00				\$ -		\$ -		\$2,500.00
2041	Miscellaneous Work Allowance	5000	UNIT	\$ 1.00	\$5,000.00				\$ -		\$ -		\$5,000.00
Schedule II Totals					\$601,755.00				\$204,559.90		\$204,559.90		\$397,195.10
Schedule III (Lincoln Ave. - B)													
3001	Mobilization, Taxes, Bonds and Insurance	1	LS	\$27,448.00	\$27,448.00	0.60	0.15	0.75	\$20,586.00		\$20,586.00	75.00%	\$6,862.00
3002	10" Water Main (PVC)	1198	LF	\$100.00	\$119,800.00	1211	52	1263	\$126,300.00		\$126,300.00	105.43%	\$(6,500.00)
3003	8" Water Main (PVC)	52	LF	\$100.00	\$5,200.00				\$ -		\$ -		\$5,200.00
3004	6" Water Main (PVC)	5	LF	\$130.00	\$ 650.00		5	5	\$ 650.00		\$ 650.00	100.00%	\$ -
3005	10" Gate Valve	3	EA	\$5,500.00	\$16,500.00	3	1	4	\$22,000.00		\$22,000.00	133.33%	\$(5,500.00)
3006	8" Gate Valve	1	EA	\$4,500.00	\$4,500.00				\$ -		\$ -		\$4,500.00
3007	10"x10" Tee	1	EA	\$3,000.00	\$3,000.00	2		2	\$ 6,000.00		\$ 6,000.00	200.00%	\$(3,000.00)
3008	10"x8" Tee	1	EA	\$3,100.00	\$3,100.00				\$ -		\$ -		\$3,100.00
3009	10" 22.5° Bend	2	EA	\$2,300.00	\$4,600.00	2		2	\$ 4,600.00		\$ 4,600.00	100.00%	\$ -
3010	8"x6" Reducer	1	EA	\$2,000.00	\$2,000.00		1	1	\$ 2,000.00		\$ 2,000.00	100.00%	\$ -
3011	Connect to Existing Main (10")	1	EA	\$2,300.00	\$2,300.00	1		1	\$ 2,300.00		\$ 2,300.00	100.00%	\$ -
3012	Connect to Existing Main (6")	1	EA	\$1,600.00	\$1,600.00		1	1	\$ 1,600.00		\$ 1,600.00	100.00%	\$ -
3013	Fire Hydrant Assembly	4	EA	\$9,600.00	\$38,400.00	4		4	\$38,400.00		\$38,400.00	100.00%	\$ -
3014	6" Fire Hydrant Lead (PVC)	58	LF	\$ 32.00	\$1,856.00	53		53	\$ 1,696.00		\$ 1,696.00	91.38%	\$ 160.00
3015	2" Water Service Connection (WSC)	1	EA	\$2,000.00	\$2,000.00		1	1	\$ 2,000.00		\$ 2,000.00	100.00%	\$ -
3016	2" Service Pipe	30	LF	\$ 17.00	\$ 510.00		28	28	\$ 476.00		\$ 476.00	93.33%	\$ 34.00
3017	1" Water Service Connection (WSC)	13	EA	\$1,500.00	\$19,500.00		14	14	\$21,000.00		\$21,000.00	107.69%	\$(1,500.00)
3018	1" Curbstop	4	EA	\$290.00	\$1,160.00		5	5	\$ 1,450.00		\$ 1,450.00	125.00%	\$(290.00)
3019	1" Service Pipe	213	LF	\$ 6.00	\$1,278.00		247	247	\$ 1,482.00		\$ 1,482.00	115.96%	\$(204.00)
3020	Tracer Wire	1556	LF	\$ 1.00	\$1,556.00	1251	265	1516	\$ 1,516.00		\$ 1,516.00	97.43%	\$ 40.00
3021	Temporary Water (Residential)	16	EA	\$980.00	\$15,680.00	1		1	\$ 980.00		\$ 980.00	6.25%	\$14,700.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Item b.

Owner:	City of Sidney	Owner's Project Number:	S2100105
Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	S2100105
Contractor:	COP Construction LLC	Contractor's Project Number:	23101
Project:	Phase III - Water System Improvements		
Contract:	Schedules I, II, III, V and VI		

Application No.: 2 Application Period: From 4/29/2023 To 5/26/2023 Application Date: 5/29/2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (Cx E) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				
Original Contract													
3022	Temporary Water (Commercial)	1	EA	\$1,300.00	\$ 1,300.00	1		1	\$ 1,300.00		\$ 1,300.00	100.00%	\$ -
3023	Asbestos Pipe Removal	40	LF	\$ 11.00	\$ 440.00	40	10	50	\$ 550.00		\$ 550.00	125.00%	\$(110.00)
3024	Curb & Gutter Removal & Replacement	80	LF	\$ 68.00	\$5,440.00				\$ -		\$ -		\$5,440.00
3025	Concrete Sidewalk Removal & Replacement	100	SF	\$ 17.00	\$1,700.00				\$ -		\$ -		\$1,700.00
3026	Concrete Valley Gutter Removal & Replacement	265	SF	\$ 23.00	\$6,095.00				\$ -		\$ -		\$6,095.00
3027	Asphalt Removal	2035	SY	\$ 7.00	\$14,245.00	807	38	845	\$ 5,915.00		\$ 5,915.00	41.52%	\$8,330.00
3028	Asphalt Replacement (City ROW: 6")	2035	SY	\$115.00	\$234,025.00				\$ -		\$ -		\$234,025.00
3029	Grass Restoration (Hydro Seed)	1600	SF	\$ 2.00	\$3,200.00				\$ -		\$ -		\$3,200.00
3030	Imported Backfill	225	CY	\$ 36.00	\$8,100.00				\$ -		\$ -		\$8,100.00
3031	Type II Bedding	90	CY	\$ 44.00	\$3,960.00				\$ -		\$ -		\$3,960.00
3032	Exploratory Excavation	10	HR	\$220.00	\$2,200.00	1	3	4	\$ 880.00		\$ 880.00	40.00%	\$1,320.00
3033	Traffic Control	1	LS	\$10,000.00	\$10,000.00	0.75	0.10	0.85	\$ 8,500.00		\$ 8,500.00	85.00%	\$1,500.00
3034	Materials Testing Allowance	2500	UNIT	\$ 1.00	\$2,500.00				\$ -		\$ -		\$2,500.00
3035	Miscellaneous Work Allowance	5000	UNIT	\$ 1.00	\$5,000.00				\$ -		\$ -		\$5,000.00
Schedule III Totals					\$570,843.00				\$272,181.00		\$272,181.00		\$298,662.00
Schedule V (Veteran's Park)													
5001	Mobilization, Taxes, Bonds and Insurance	1	LS	\$18,000.00	\$18,000.00				\$ -		\$ -		\$18,000.00
5002	10" Water Main (PVC)	291	LF	\$110.00	\$32,010.00				\$ -		\$ -		\$32,010.00
5003	8" Water Main (PVC)	87	LF	\$100.00	\$8,700.00				\$ -		\$ -		\$8,700.00
5004	10" Gate Valve	1	EA	\$5,900.00	\$5,900.00				\$ -		\$ -		\$5,900.00
5005	8" Gate Valve	2	EA	\$6,200.00	\$12,400.00				\$ -		\$ -		\$12,400.00
5006	8"x8" Tee	1	EA	\$2,700.00	\$2,700.00				\$ -		\$ -		\$2,700.00
5007	8" 22.5° Bend	1	EA	\$2,300.00	\$2,300.00				\$ -		\$ -		\$2,300.00
5008	8" 45° Bend	1	EA	\$2,300.00	\$2,300.00				\$ -		\$ -		\$2,300.00
5009	10"x8" Reducer	1	EA	\$2,400.00	\$2,400.00				\$ -		\$ -		\$2,400.00
5010	Connect to Existing Main (8")	2	EA	\$2,400.00	\$4,800.00				\$ -		\$ -		\$4,800.00
5011	Fire Hydrant Assembly	1	EA	\$10,000.00	\$10,000.00				\$ -		\$ -		\$10,000.00
5012	6" Fire Hydrant Lead (PVC)	32	LF	\$ 32.00	\$1,024.00				\$ -		\$ -		\$1,024.00
5013	Tracer Wire	410	LF	\$ 1.00	\$ 410.00				\$ -		\$ -		\$ 410.00
5014	Curb & Gutter Removal & Replacement	10	LF	\$ 82.00	\$ 820.00				\$ -		\$ -		\$ 820.00
5015	Asphalt Removal	600	SY	\$ 7.00	\$4,200.00				\$ -		\$ -		\$4,200.00
5016	Asphalt Replacement (City ROW: 4")	510	SY	\$ 90.00	\$45,900.00				\$ -		\$ -		\$45,900.00
5017	Asphalt Replacement (City ROW: 6")	90	SY	\$115.00	\$10,350.00				\$ -		\$ -		\$10,350.00
5018	Grass Restoration (Hydro Seed)	200	SF	\$ 2.00	\$ 400.00				\$ -		\$ -		\$ 400.00
5019	Flowable Fill	125	CY	\$143.00	\$17,875.00				\$ -		\$ -		\$17,875.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	S2100105
Contractor:	COP Construction LLC	Contractor's Project Number:	23101
Project:	Phase III - Water System Improvements		
Contract:	Schedules I, II, III, V and VI		

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Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (Cx E) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				
Original Contract													
5020	Imported Backfill	50	CY	\$ 36.00	\$ 1,800.00				\$ -		\$ -		\$ 1,800.00
5021	Type II Bedding	20	CY	\$ 44.00	\$ 880.00				\$ -		\$ -		\$ 880.00
5022	Exploratory Excavation	5	HR	\$220.00	\$ 1,100.00				\$ -		\$ -		\$ 1,100.00
5023	Traffic Control	1	LS	\$5,706.00	\$ 5,706.00				\$ -		\$ -		\$ 5,706.00
5024	Materials Testing Allowance	1000	UNIT	\$ 1.00	\$ 1,000.00				\$ -		\$ -		\$ 1,000.00
5025	Miscellaneous Work Allowance	2500	UNIT	\$ 1.00	\$ 2,500.00				\$ -		\$ -		\$ 2,500.00
Schedule V Totals					\$195,475.00				\$ -		\$ -		\$195,475.00
Schedule VI (Crestwood)													
6001	Mobilization, Taxes, Bonds and Insurance	1	LS	\$ 16,147.00	\$ 16,147.00		0.60	0.60	\$ 9,688.20		\$ 9,688.20	60.00%	\$ 6,458.80
6002	8" Water Main (PVC)	472	LF	\$100.00	\$ 47,200.00		463	463	\$ 46,300.00		\$ 46,300.00	98.09%	\$ 900.00
6003	8"x8" Tee	1	EA	\$2,400.00	\$ 2,400.00		1	1	\$ 2,400.00		\$ 2,400.00	100.00%	\$ -
6004	8" 45° Bend	2	EA	\$2,300.00	\$ 4,600.00		2	2	\$ 4,600.00		\$ 4,600.00	100.00%	\$ -
6005	Connect to Existing Main (8")	1	EA	\$2,400.00	\$ 2,400.00		1	1	\$ 2,400.00		\$ 2,400.00	100.00%	\$ -
6006	Fire Hydrant Assembly	1	EA	\$9,700.00	\$ 9,700.00		1	1	\$ 9,700.00		\$ 9,700.00	100.00%	\$ -
6007	6" Fire Hydrant Lead (PVC)	15	LF	\$ 32.00	\$ 480.00		15	15	\$ 480.00		\$ 480.00	100.00%	\$ -
6008	Tracer Wire	487	LF	\$ 1.00	\$ 487.00		470	470	\$ 470.00		\$ 470.00	96.51%	\$ 17.00
6009	Curb & Gutter Removal & Replacement	30	LF	\$ 68.00	\$ 2,040.00				\$ -		\$ -		\$ 2,040.00
6010	Concrete Sidewalk Removal & Replacement	100	SF	\$ 17.00	\$ 1,700.00				\$ -		\$ -		\$ 1,700.00
6011	Asphalt Removal	675	SY	\$ 7.00	\$ 4,725.00		308	308	\$ 2,156.00		\$ 2,156.00	45.63%	\$ 2,569.00
6012	Asphalt Replacement (City ROW: 4")	675	SY	\$ 90.00	\$ 60,750.00				\$ -		\$ -		\$ 60,750.00
6013	Grass Restoration (Hydro Seed)	500	SF	\$ 2.00	\$ 1,000.00				\$ -		\$ -		\$ 1,000.00
6014	Imported Backfill	50	CY	\$ 36.00	\$ 1,800.00				\$ -		\$ -		\$ 1,800.00
6015	Type II Bedding	20	CY	\$ 44.00	\$ 880.00				\$ -		\$ -		\$ 880.00
6016	Exploratory Excavation	5	HR	\$220.00	\$ 1,100.00				\$ -		\$ -		\$ 1,100.00
6017	Traffic Control	1	LS	\$2,000.00	\$ 2,000.00		0.60	0.60	\$ 1,200.00		\$ 1,200.00	60.00%	\$ 800.00
6018	Materials Testing Allowance	1000	UNIT	\$ 1.00	\$ 1,000.00				\$ -		\$ -		\$ 1,000.00
6019	Miscellaneous Work Allowance	2500	UNIT	\$ 1.00	\$ 2,500.00				\$ -		\$ -		\$ 2,500.00
Schedule VI Totals					\$162,909.00			1262.20	\$ 79,394.20		\$ 79,394.20		\$ 83,514.80

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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Engineer:	Interstate Engineering, Inc.	Engineer's Project Number:	S2100105
Contractor:	COP Construction LLC	Contractor's Project Number:	23101
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A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item No.	Description	Contract Information				Work Completed				Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of bid Item (Cx E) (\$)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*I) (\$)				
Original Contract													
Summary Table													
Schedule I (Central Ave.) - *Base Bid					\$ 1,378,324.00				\$ -		\$ -		\$ 1,378,324.00
Schedule II (Lincoln Ave. - A) - *Base Bid					\$601,755.00				\$204,559.90		\$204,559.90	33.99%	\$397,195.10
Schedule III (Lincoln Ave. - B)					\$570,843.00				\$272,181.00		\$272,181.00	47.68%	\$298,662.00
Schedule V (Veteran's Park)					\$195,475.00				\$ -		\$ -		\$195,475.00
Schedule VI (Crestwood)					\$162,909.00				\$ 79,394.20		\$ 79,394.20	48.74%	\$ 83,514.80
Original Contract Totals					\$ 2,909,306.00				\$556,135.10		\$556,135.10	19.12%	\$ 2,353,170.90
Change Orders													
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
				\$ -	\$ -			\$ -	\$ -		\$ -		\$ -
Change Order Totals					\$ -				\$ -		\$ -		\$ -
Total Contract Including Change Orders													
Project Totals					\$ 2,909,306.00				\$556,135.10	\$124,253.46	\$680,388.56	23.39%	\$ 2,228,917.44

Stored Materials Summary

Contractor's Application for Payment

Item b.

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A	B	C	D	E	F	G	H	I	J	K	L	M
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work			Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	
	6855829	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 18,752.00	\$ -	\$ 18,752.00	\$ 5,625.60	\$ 5,625.60	\$ 11,251.20	\$ 7,500.80
	6858376	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 62,578.66	\$ -	\$ 62,578.66	\$ 18,773.60	\$ 18,773.60	\$ 37,547.20	\$ 25,031.46
	6858444	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 42,647.56	\$ -	\$ 42,647.56	\$ 12,794.27	\$ 12,794.27	\$ 25,588.54	\$ 17,059.02
	6860190	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 15,649.16	\$ -	\$ 15,649.16	\$ 4,694.75	\$ 4,694.75	\$ 9,389.50	\$ 6,259.66
	6865878	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 105,428.00	\$ -	\$ 105,428.00	\$ 31,628.40	\$ 31,628.40	\$ 63,256.80	\$ 42,171.20
	6892948	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 36,683.47	\$ -	\$ 36,683.47	\$ 11,005.04	\$ 11,005.04	\$ 22,010.08	\$ 14,673.39
	6893057	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 15,164.99	\$ -	\$ 15,164.99	\$ 4,549.50	\$ 4,549.50	\$ 9,098.99	\$ 6,066.00
	6893057-1	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 1,770.03	\$ -	\$ 1,770.03	\$ 531.01	\$ 531.01	\$ 1,062.02	\$ 708.01
	6094607	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 3,187.87	\$ -	\$ 3,187.87	\$ 956.36	\$ 956.36	\$ 1,912.72	\$ 1,275.15
	6900704	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 6,595.87	\$ -	\$ 6,595.87	\$ 1,978.76	\$ 1,978.76	\$ 3,957.52	\$ 2,638.35
	690607-3	DIV 33	Northwest Pipe Fitting		Pay App #1	\$ 2,176.05	\$ -	\$ 2,176.05	\$ 652.82	\$ 652.82	\$ 1,305.63	\$ 870.42
								\$ -	\$ -	\$ -	\$ -	\$ -
								\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal:							\$ -	\$ 310,633.66	\$ 93,190.10	\$ 93,190.10	\$ 186,380.20	\$ 124,253.46
Total Length of Water Main					4090							
Length of Water Main Installed this Period					1133							
Length of Water Main Installed to Date					2344							
Percent of Water Main Installed this Period					30%							
Percent Complete of Water Main Installation					60%							
Totals							\$ -	\$ 310,633.66	\$ 93,190.10	\$ 93,190.10	\$ 186,380.20	\$ 124,253.46



**1% Contractor's Gross Receipts
Contract Award Registration**

Form CGR-1 is required to be completed and mailed to the Department of Revenue within 10 days after a contract or bid is officially awarded.

1.	Contract Awarded by: Enter the federal employer identification number, business name and address. Place an "X" in "Government Entity" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Prime Contractor" box if you are registering this contract between a prime contractor and a subcontractor. <div style="text-align: center;">Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/></div> <div>Federal Identification Number (FEIN):</div> <div>Name: City of Sidney</div> <div>Address:</div> <div>City: State: Zip Code:</div>
2.	Contract Awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Subcontractor" box if you are registering this contract between a prime contractor and a subcontractor. <div style="text-align: center;">Prime Contractor <input checked="" type="checkbox"/> Sub-Contractor <input type="checkbox"/></div> <div>Federal Identification Number (FEIN):</div> <div>Name: COP Construction LLC</div> <div>Address:</div> <div>City: State: Zip Code:</div>
3.	Enter the Government Issued Purchase Order Number here.....3. S2100105
4.	Enter the contract award date here.....4. 2/21/2023
5.	Enter the estimated construction completion date here.....5. Oct-23
6.	Enter the total dollar amount of the contract here.....6. \$2,909,306.00
7.	Enter a description of work to be performed under this contract. Phase III - Water System Improvements Schedules I, II, III, V and VI
8.	Enter the location in Montana where this work is performed. Be specific with your description.
Contract award registration submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. <div style="text-align: center;">Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/></div> <div>Preparer's Signature: _____</div> <div>Preparer's Title: _____ Date: _____</div> <div>Telephone Phone: _____ Fax Number: _____</div>	

For Information Only

Owner must

e-file at <http://tap.dor.mt.gov>.

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

STATE OF MONTANA VENDOR INVOICE		COMPLETE VENDOR INVOICE FOR REIMBURSEMENT ATTACH COPIES OF SUPPORTING DOCUMENTATION SIGN AND DATE BELOW BEFORE SUBMITTING TO DNRC FOR REIMBURSEMENT			
VENDOR'S NAME AND ADDRESS City of Sidney 115 2nd St SE Sidney, MT 59270		DNRC-CARDD PO Box 201601 Helena, MT 59620-1601			
Grant Agreement #	AC-22-0159	Project Name		Sidney Phase III Water	
DNRC Grant Manager	Shawna Swanz	Claim Number			
QUANTITY	DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED				AMOUNT
	Vendor	Invoice Number	Dates of Service	Task Description	
	COP Construction	Pay App 2	4/29/23-5/26/23	Water Main Construction	\$ 224,347.07
	1% MT Gross Receipts Tax				\$ 2,266.13
GRAND TOTAL					\$226,613.20

STATE USE ONLY APPROVED FOR PAYMENT		<i>I certify that this invoice is correct in all respects and that payment has not been received.</i>	
		Vendor Name (Authorized Person)	
DNRC Authorized Signature		Date Processed	
Date		Vendor's Signature	
		Title	

Sewer 5310-430600**Apr-23**

Payroll

100	\$22,437.37
141	\$78.56
142	\$830.50
143	\$1,652.61
144	\$2,012.62
146	\$4,989.59

Total	\$32,001.25
-------	-------------

Supplies

200	\$3,377.08
-----	------------

Purchased Services

300	\$19,190.08
-----	-------------

Utility Services

340	\$0.00
-----	--------

Fixed Charges

500	\$0.00
-----	--------

Imp Not Bldgs-OPER

930	\$5,442.01
-----	------------

Imp Not Bldgs-Cap Proj

932	\$0.00
-----	--------

Const-R&D

950	\$0.00
-----	--------

Const Capital R & D

951	\$0.00
-----	--------

Const Capital Capital Proj.

952	\$0.00
-----	--------

490510

610	\$0.00
620	\$0.00

Total	\$0.00
-------	--------

490520

610	\$0.00
620	\$0.00

Total	\$0.00
-------	--------

Grand Total: \$60,010.42**Total Expenditures:****Credit Card Revenue:****Total to be Transferred:****Water 5210-430500****Apr-23**

Payroll

100	\$26,597.87
141	\$93.12
142	\$1,212.92
143	\$1,969.24
144	\$2,385.82
146	\$5,149.93

Total	\$37,408.90
-------	-------------

Supplies

200	\$7,321.71
-----	------------

Purchased Services

300	\$8,583.81
-----	------------

Utility Services

340	\$0.00
-----	--------

Fixed Charges

500	\$0.00
-----	--------

Imp Not Bldgs-Oper

930	\$0.00
-----	--------

Mach & Equip - Oper

940	\$0.00
-----	--------

Mach & Equip-Cap Proj

943	\$0.00
-----	--------

Const-Cap Proj

952	\$0.00
-----	--------

Other Debt Services

490500-610 & 620	\$0.00
------------------	--------

490510

610	\$0.00
620	\$0.00

Total	\$0.00
-------	--------

490520

610	\$1,713.92
620	\$2,053.08

Total	\$3,767.00
-------	------------

Grand Total: \$57,081.42**\$117,091.84****\$15,409.53****\$101,682.31**

Completed By:

BreeAnn Shanks

Date:

5/22/23

Approved:

Date:

Approved:

Date:

05/22/23
13:29:43

CITY OF SIDNEY
Budget Detail Report
For the Accounting Periods: 4/23 - 4/23

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Funds 5310-5310, Objects 100-952, Accounts 430600-430600

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice	Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5310 Sewer Utility								
430600 Sewer Operating								
100 PERSONAL SERVICES								
PR 230400 83	Payroll Expenditure		/ /	22,437.37	4/23			
	Object Total:			22,437.37	234,256.80	326,974.00	92,717.20	72%
141 Unemployment Insurance								
PR 230400 84	Employer Contributions		/ /	78.56	4/23			
	Object Total:			78.56	819.93	1,144.00	324.07	72%
142 Workers' Compensation								
PR 230400 85	Employer Contributions		/ /	830.50	4/23			
	Object Total:			830.50	8,717.67	15,716.00	6,998.33	55%
143 F.I.C.A.								
PR 230400 86	Employer Contributions		/ /	1,652.61	4/23			
	Object Total:			1,652.61	17,282.07	25,014.00	7,731.93	69%
144 PERS								
PR 230400 87	Employer Contributions		/ /	2,012.62	4/23			
	Object Total:			2,012.62	20,579.86	29,328.00	8,748.14	70%
146 Health Insurance								
PR 230400 88	Employer Contributions		/ /	4,989.59	4/23			
	Object Total:			4,989.59	49,895.75	74,030.00	24,134.25	67%
200 SUPPLIES								
CL 41079 1	39083 OIL FILTER	CT63123	03/03/23	27.43	4/23	165 TRI-COUNTY IMPLEMENT		
CL 41079 2	39083 SHIFT CABLE & FILTER CAB	CT63144	03/21/23	146.44	4/23	165 TRI-COUNTY IMPLEMENT		
CL 41080 1	39084 INSULATION & ROCK SAW	87032172	03/28/23	74.83	4/23	56 BUILDERS FIRSTSOURCE		
CL 41081 1	39085 BRASS BALL VALVE	8672457	03/31/23	11.22	4/23	1027 MFPC INC		
CL 41081 2	39085 BALL VALVE	8668276	03/29/23	31.00	4/23	1027 MFPC INC		
CL 41082 1	39086 STAINLESS BALL VALVE	309463	03/29/23	21.19	4/23	401 RICHLAND PUMP & SUPPLY		
CL 41095 1	39097 HDMI CORD	10337310	03/21/23	22.99	4/23	276 ELECTRIC LAND		
CL 41096 4	39098 NIPPLES & COUPLING	6897024	03/20/23	51.35	4/23	39 NORTHWEST PIPE FITTINGS,		
CL 41099 2	39101 OIL FILTERS & AIR FILTERS	803429	03/03/23	131.26	4/23	36 NAPA		
CL 41099 3	39101 PLASTIC DIP	803639	03/06/23	32.84	4/23	36 NAPA		
CL 41099 5	39101 CITY SHOP RESTOCK ORDER	804249	03/07/23	64.40	4/23	36 NAPA		
CL 41099 12	39101 SNOW SHOVEL	804021	03/10/23	49.99	4/23	36 NAPA		
CL 41099 18	39101 BRAKE LINER SWITCH	805331	03/24/23	35.99	4/23	36 NAPA		
CL 41099 19	39101 BATTERY TERMINAL ENDS	805469	03/27/23	8.88	4/23	36 NAPA		
CL 41099 20	39101 HOSE CLAMP	805604	03/28/23	44.96	4/23	36 NAPA		
CL 41099 21	39101 ADAPTER & ALAN WRENCH	805680	03/29/23	30.48	4/23	36 NAPA		
CL 41099 23	39101 IDLER PULLEY	805772	03/30/23	27.15	4/23	36 NAPA		
CL 41140 1	39138 GREEN MARKING PAINT	320173	04/04/23	73.95	4/23	491 USA BLUE BOOK		
CL 41140 2	39138 PH BUFFER & PAINT	320472	04/04/23	410.90	4/23	491 USA BLUE BOOK		
CL 41152 1	39147 HYDRAULIC OIL DRUMS	101519	04/21/23	375.88	4/23	12 CROSS PETROLEUM		
CL 41153 1	39148 CUTTING EDGES	P1732208	03/16/23	1,361.75	4/23	458 POWER PLAN OIB		
CL 41159 12	39153 MARKING PAINT	152743	04/21/23	34.37	4/23	27 JOHNSON HARDWARE		
CL 41162 7	-99552 HARRIS- AMAZON & CAR PARTS		04/10/23	117.39	4/23	509 CARDMEMBER SERVICE - VISA		
CL 41165 1	39156 RE-TERM KIT	634453	04/27/23	190.44	4/23	1148 CUES		
	Object Total:			3,377.08	39,994.34	75,000.00	35,005.66	53%

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Budget Detail Report
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Funds 5310-5310, Objects 100-952, Accounts 430600-430600

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5310 Sewer Utility							
430600 Sewer Operating							
300 PURCHASED SERVICES							
CL 41085 1	39088 KEVIN BAST- BUSINESS CARDS	37944 03/30/23	40.00	4/23	19 ELK RIVER PRINTING		
CL 41089 3	-99559 SEWER FUEL	88210654 03/31/23	1,183.06	4/23	1038 WEX BANK		
CL 41090 2	39092 EXCAVATION NOTIF. & COST OF BU	3035103 03/31/23	14.92	4/23	402 UTILITIES UNDERGROUND		
CL 41091 2	39093 SEWER- PHONE/INTERNET	03/31/23	141.04	4/23	249 MID-RIVERS COMMUNICATIONS		
CL 41093 1	39095 SEWER SAMPLES	537734 03/06/23	98.00	4/23	350 ENERGY LABORATORIES INC		
CL 41093 3	39095 SEWER SAMPLES	539799 03/15/23	270.00	4/23	350 ENERGY LABORATORIES INC		
CL 41093 5	39095 SEWER SAMPLES	541059 03/22/23	98.00	4/23	350 ENERGY LABORATORIES INC		
CL 41093 6	39095 SEWER SAMPLES	541060 03/22/23	98.00	4/23	350 ENERGY LABORATORIES INC		
CL 41093 7	39095 SEWER SAMPLES	541882 03/29/23	98.00	4/23	350 ENERGY LABORATORIES INC		
CL 41106 2	39106 E-STATEMENTS & WEB POSTINGS	87578 03/31/23	61.46	4/23	1174 VALLI		
CL 41108 2	39108 3-PHASE	03/31/23	664.23	4/23	2 LOWER YELLOWSTONE R.E.A.		
CL 41108 3	39108 SIDNEY LAGOON	03/31/23	4,474.60	4/23	2 LOWER YELLOWSTONE R.E.A.		
CL 41108 4	39108 LAGOON	03/31/23	2,388.70	4/23	2 LOWER YELLOWSTONE R.E.A.		
CL 41112 1	39111 HILLMAN- DRUG NON DOT RAN	2023040721 04/07/23	47.25	4/23	531 GLOBAL SAFETY NETWORK, INC.		
CL 41133 2	-99556 SEWER CELL PHONE	9931812295 04/06/23	223.29	4/23	399 VERIZON WIRELESS		
CL 41135 1	39133 R. THOMPSON- OPERATOR TRAIN	04/19/23	140.00	4/23	1274 MONTANA DEPARTMENT OF		
CL 41141 2	39139 LEE'S TIRE LIFT STATION	04/14/23	64.58	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 5	39139 SOUTH MEADOW SEWER LIFT STATIO	04/14/23	93.26	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 14	39139 N SIDNEY SEWER LIFT STATION	04/14/23	82.43	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 15	39139 HOLLY SUGAR SEWER LIFT	04/14/23	57.93	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41144 2	-99554 WATER & SEWER- NSF FEES	03/31/23	50.98	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41144 4	-99554 SERVICE CHARGE #5410	04/04/23	50.12	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41144 9	-99554 MERCH. SERVICE FEE #6816	03/01/23	230.19	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41149 1	39144 RELAY SERVICE	23-59947R 04/18/23	5,937.91	4/23	1104 ENVIRO-CLEAN INTERMOUNTAIN		
CL 41149 2	39144 ROTARY SWIVEL	23-59914 03/30/23	554.78	4/23	1104 ENVIRO-CLEAN INTERMOUNTAIN		
CL 41162 2	-99552 HINTZ- TRAINING IN BOZEMAN	03/22/23	577.52	4/23	509 CARDMEMBER SERVICE - VISA		
CL 41162 11	-99552 BAST- USPS & VEMCO	03/27/23	866.54	4/23	509 CARDMEMBER SERVICE - VISA		
CL 41164 2	39131 APRIL 2023- SEWER BILLS	04/27/23	493.29	4/23	70 U.S.P.O.		
CL 41166 1	39157 DOT PHYISCAL- JURGENS	5530 04/24/23	90.00	4/23	489 YELLOWSTONE CHIROPRACTIC		
Object Total:			19,190.08	164,411.25	265,000.00	100,588.75	62%
340 Utility Services							
Object Total:			0.00	0.00	0.00	0.00	%
500 Fixed Charges							
Object Total:			0.00	24,873.50	24,874.00	0.50	100%

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CITY OF SIDNEY
Budget Detail Report
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Item a.

Funds 5310-5310, Objects 100-952, Accounts 430600-430600

Fund/Account/ Doc/Line # Check		Description	Invoice Invoice	Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5310 Sewer Utility									
430600 Sewer Operating									
930 Imp Not Blgs-Oper-101000									
CL 41118	1	39117 ANDERSON SUBD. DRAINAGE	233423	04/13/23	1,567.50	4/23	995 MORRISON MAIERLE, INC.		
IMPR									
CL 41154	1	39149 MANHOLE COVER PARTS	26843072	04/17/23	3,874.51	4/23	1398 RINKER MATERIALS		
Object Total:					5,442.01	15,438.04	20,150.00	4,711.96	77%
931 Imp Not Bldgs-R&D-102240									
Object Total:					0.00	84,106.98	99,000.00	14,893.02	85%
932 Imp Not Bldgs-Cap Proj-102250									
Object Total:					0.00	16,751.86	61,170.00	44,418.14	27%
940 Mach & Equip-Oper-101000									
Object Total:					0.00	27,101.60	0.00	-27,101.60	%
941 Mach & Equip-North Mead-102110									
Object Total:					0.00	0.00	0.00	0.00	%
942 Mach & Equip-R&D-102240									
Object Total:					0.00	0.00	20,000.00	20,000.00	%
943 Mach & Equip-Cap Proj-102250									
Object Total:					0.00	0.00	19,500.00	19,500.00	%
950 Const-Oper-101000									
Object Total:					0.00	24,346.70	25,000.00	653.30	97%
951 Const-R&D-102240									
Object Total:					0.00	77,557.11	0.00	-77,557.11	%
952 Const-Cap Proj-102250									
Object Total:					0.00	778,734.90	970,000.00	191,265.10	80%
Account Total:					60,010.42	1,584,868.36	2,051,900.00	467,031.64	
Fund Total:					60,010.42	1,584,868.36	2,051,900.00	467,031.64	

***Detail total may not match report total. The report total reflects the actual amount posting to the budget line. The detail includes all transactions that posted to the budget line during the period (including amounts that may have been closed).

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CITY OF SIDNEY
Budget Detail Report
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Funds 5310-5310, Objects 610-620, Accounts 490510-490520

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice	Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5310 Sewer Utility								
490510 Inter-Cap Loan								
610 Principal			/ /					
	Object Total:			0.00	190,000.00	382,000.00	192,000.00	50%
620 Interest			/ /					
	Object Total:			0.00	82,287.50	170,000.00	87,712.50	48%
	Account Total:			0.00	272,287.50	552,000.00	279,712.50	
490520 USDA Rural Development Loan - Principal & interest								
610 Principal			/ /					
	Object Total:			0.00	14,000.00	28,000.00	14,000.00	50%
620 Interest			/ /					
	Object Total:			0.00	5,412.50	11,000.00	5,587.50	49%
	Account Total:			0.00	19,412.50	39,000.00	19,587.50	
	Fund Total:			0.00	291,700.00	591,000.00	299,300.00	

***Detail total may not match report total. The report total reflects the actual amount posting to the budget line. The detail includes all transactions that posted to the budget line during the period (including amounts that may have been closed).

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Funds 5210-5210, Objects 100-620, Accounts 430500-430500

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5210 Water Utility							
430500 Water Operating							
100 PERSONAL SERVICES							
PR 230400 75	Payroll Expenditure	/ /	26,597.87	4/23			
	Object Total:		26,597.87	266,151.20	275,247.00	9,095.80	97%
141 Unemployment Insurance							
PR 230400 76	Employer Contributions	/ /	93.12	4/23			
	Object Total:		93.12	931.54	963.00	31.46	97%
142 Workers' Compensation							
PR 230400 77	Employer Contributions	/ /	1,212.92	4/23			
	Object Total:		1,212.92	12,029.92	12,817.00	787.08	94%
143 F.I.C.A.							
PR 230400 78	Employer Contributions	/ /	1,969.24	4/23			
	Object Total:		1,969.24	19,705.65	21,056.00	1,350.35	94%
144 PERS							
PR 230400 79	Employer Contributions	/ /	2,385.82	4/23			
	Object Total:		2,385.82	23,712.45	24,690.00	977.55	96%
146 Health Insurance							
PR 230400 80	Employer Contributions	/ /	5,149.93	4/23			
	Object Total:		5,149.93	51,499.11	62,611.00	11,111.89	82%
200 SUPPLIES							
CL 41080 2	39084 WATER SUPPLIES	86962627 03/13/23	33.32	4/23	56 BUILDERS FIRSTSOURCE		
CL 41096 2	39098 CORP STOPER & BRASS COUPLINGS	6895011 03/15/23	128.69	4/23	39 NORTHWEST PIPE FITTINGS,		
CL 41096 3	39098 SS REPAIR CLAMP	6895015 03/15/23	395.00	4/23	39 NORTHWEST PIPE FITTINGS,		
CL 41097 1	39099 WATER SUPPLIES	100582534 02/08/23	32.98	4/23	1045 TRACTOR SUPPLY CREDIT PLAN		
CL 41099 6	39101 CITY SHOP RESTOCK ORDER	803796 03/07/23	64.40	4/23	36 NAPA		
CL 41099 11	39101 SEAL	804013 03/10/23	40.83	4/23	36 NAPA		
CL 41099 16	39101 HOSE SPLICER	805054 03/22/23	7.98	4/23	36 NAPA		
CL 41099 17	39101 WHEEL BEARING ASSEMBLY	805187 03/23/23	401.84	4/23	36 NAPA		
CL 41111 1	39110 POT PERM & AZONE & BUFFER	6437879 04/03/23	3,281.23	4/23	207 HAWKINS INC		
CL 41116 1	39115 B-62-B TRAFFIC REPAIR	S102642595 04/11/23	1,056.82	4/23	1074 DAKOTA SUPPLY GROUP		
CL 41143 1	39141 FITTINGS	8684581 04/12/23	80.32	4/23	1027 MFCP INC		
CL 41143 3	39141 HOSE & SPLICE FITTINGS	8690989 04/18/23	188.67	4/23	1027 MFCP INC		
CL 41153 2	39148 CUTTING EDGES	P1732208 03/16/23	1,361.75	4/23	458 POWER PLAN OIB		
CL 41157 2	39152 STAPLES & SHEARS	540492 04/07/23	23.97	4/23	263 BOSS INC.		
CL 41157 3	39152 CORRECTION TAPE	542594 04/18/23	18.99	4/23	263 BOSS INC.		
CL 41159 1	39153 BLUE & WHITE PAINT	148506 03/30/23	94.32	4/23	27 JOHNSON HARDWARE		
CL 41159 4	39153 ANTISEIZE	149633 04/05/23	11.29	4/23	27 JOHNSON HARDWARE		
CL 41159 5	39153 WD-40	149781 04/06/23	28.98	4/23	27 JOHNSON HARDWARE		
CL 41159 9	39153 1'' COUPLER	151296 04/13/23	4.99	4/23	27 JOHNSON HARDWARE		
CL 41159 11	39153 MARKING PAINT	152743 04/21/23	34.37	4/23	27 JOHNSON HARDWARE		
CL 41159 14	39153 STRING LINE	153557 04/25/23	31.97	4/23	27 JOHNSON HARDWARE		
CL 41159 15	39153 WRONG ACCOUNT	318358 03/28/23	-1.00	4/23	27 JOHNSON HARDWARE		
	Object Total:		7,321.71	63,292.24	150,000.00	86,707.76	42%

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CITY OF SIDNEY
Budget Detail Report
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Funds 5210-5210, Objects 100-620, Accounts 430500-430500

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice	Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5210 Water Utility								
430500 Water Operating								
300 PURCHASED SERVICES								
CL 41089 2	-99559 WATER FUEL	88210654	03/31/23	660.84	4/23	1038 WEX BANK		
CL 41090 1	39092 EXCAVATION NOTIF. & COST OF BU	3035103	03/31/23	14.91	4/23	402 UTILITIES UNDERGROUND		
CL 41091 1	39093 WATER- PHONE/INTERNET		03/31/23	141.04	4/23	249 MID-RIVERS COMMUNICATIONS		
CL 41093 2	39095 WATER SAMPLES	538703	03/09/23	99.00	4/23	350 ENERGY LABORATORIES INC		
CL 41093 4	39095 WATER SAMPLES	541061	03/22/23	149.00	4/23	350 ENERGY LABORATORIES INC		
CL 41101 1	39103 WATER TOWER		03/29/23	27.72	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41106 1	39106 E-STATEMENTS & WEB POSTINGS	87578	03/31/23	61.46	4/23	1174 VALLI		
CL 41108 1	39108 WATER TANK		03/31/23	135.09	4/23	2 LOWER YELLOWSTONE R.E.A.		
CL 41112 4	39111 TRAYLOR- ALCOHOL NON DOT RAN	2023040721	04/07/23	11.00	4/23	531 GLOBAL SAFETY NETWORK, INC.		
CL 41114 6	39113 WELL #10		04/05/23	117.03	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41114 7	39113 WATER TREATMENT PLANT		04/05/23	1,939.28	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41133 1	-99556 WATER CELL PHONE	9931812295	04/06/23	146.67	4/23	399 VERIZON WIRELESS		
CL 41135 2	39133 R. THOMPSON- OPERATOR TRAIN		04/19/23	210.00	4/23	1274 MONTANA DEPARTMENT OF		
CL 41141 1	39139 WELL #9		04/14/23	435.82	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 7	39139 WELL #11		04/14/23	188.94	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 8	39139 WELLS #5 AND #7		04/14/23	838.47	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41141 11	39139 WELL #12		04/14/23	175.84	4/23	3 MONTANA DAKOTA UTILITIES		
CL 41144 1	-99554 WATER & SEWER- NSF FEES		03/31/23	50.98	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41144 3	-99554 SERVICE CHARGE #5410		04/04/23	50.13	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41144 8	-99554 MERCH. SERVICE FEE #6816		03/01/23	230.19	4/23	1122 STOCKMAN BANK - BANK FEES		
CL 41162 1	-99552 HINTZ- TRAINING IN GREAT FALLS		03/22/23	752.80	4/23	509 CARDMEMBER SERVICE - VISA		
CL 41162 4	-99552 ELLETSON- USPS & ZORO		03/20/23	1,414.31	4/23	509 CARDMEMBER SERVICE - VISA		
CL 41164 1	39131 APRIL 2023- WATER BILLS		04/27/23	493.29	4/23	70 U.S.P.O.		
CL 41168 1	39159 ADVERTISEMENT FOR WATER TANK	262492	04/19/23	130.00	4/23	277 THE ROUNDUP		
CL 41168 2	39159 ADVERTISEMENT FOR WATER TANK	262574	04/26/23	110.00	4/23	277 THE ROUNDUP		
Object Total:				8,583.81	118,956.68	300,000.00	181,043.32	40%
340 Utility Services								
Object Total:				0.00	0.00	0.00	0.00	%
500 Fixed Charges								
Object Total:				0.00	21,000.00	21,000.00	0.00	100%
Account Total:				53,314.42	577,278.79	868,384.00	291,105.21	
Fund Total:				53,314.42	577,278.79	868,384.00	291,105.21	

***Detail total may not match report total. The report total reflects the actual amount posting to the budget line. The detail includes all transactions that posted to the budget line during the period (including amounts that may have been closed).

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CITY OF SIDNEY
Budget Detail Report
For the Accounting Periods: 4/23 - 4/23

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Report ID: B160

Item a.

Funds 5210-5210, Objects 610-620, Accounts 490510-490520

Fund/Account/ Doc/Line # Check	Description	Invoice Invoice	Invoice Date	End Month/ Amount	Year to Date/ Period	Budget/ Vendor	Available Appropriation	%
5210 Water Utility								
490510 Inter-Cap Loan								
610 Principal			/ /					
		Object Total:		0.00	37,000.00	75,000.00	38,000.00	49%
620 Interest			/ /					
		Object Total:		0.00	21,364.80	45,000.00	23,635.20	47%
		Account Total:		0.00	58,364.80	120,000.00	61,635.20	
490520 USDA Rural Development Loan - Principal & interest								
610 Principal								
CL 41102 1 -99558 PRINCIPAL- MAY 2023			04/06/23	1,713.92	4/23 492 USDA RURAL DEVELOPMENT			
		Object Total:		1,713.92	16,585.94	19,894.00	3,308.06	83%
620 Interest								
CL 41102 2 -99558 INTEREST- MAY 2023			04/06/23	2,053.08	4/23 492 USDA RURAL DEVELOPMENT			
		Object Total:		2,053.08	21,084.06	25,310.00	4,225.94	83%
		Account Total:		3,767.00	37,670.00	45,204.00	7,534.00	
		Fund Total:		3,767.00	96,034.80	165,204.00	69,169.20	

***Detail total may not match report total. The report total reflects the actual amount posting to the budget line. The detail includes all transactions that posted to the budget line during the period (including amounts that may have been closed).

Merchant Billing Statement

ELAVON
NXGEN A TRANS COMPANY
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



Cycle:

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Item a.

Statement Date: 04/30/2023
Store Number: 0000000000
Merchant Number: 0000008035296816
Chain Number: 00000
DBA Name: CITY OF SIDNEY WATER SEWER

000050179 01 SP 0.600 106481726306784 P
CITY OF SIDNEY WATER SEWER
ATTN JESSIE REDFIELD
115 2ND ST SE
SIDNEY MT 59270-4103

Client Group: 00017
Principal Chain: 00000
Parent Chain: 00000
Parent Entity: 45302

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Your Resources For Help

For customer service, please call 800-725-1243

Summary

	Number of Items	Dollar Amounts	Fee/Charges Category	Fee Summary
Sales	140	15,409.53	Credit Card Processing Charges	188.93
Returns	0	0.00	American Express Charges	1.36
Net Sales	140	15,409.53	Other Transaction Charges	1.18
Chargebacks	0	0.00	Payment Network and Associated Fees	38.18
Adjustments	0	0.00	Authorization Fees	12.96
Convenience Adjustments	0	0.00	Other Fees	84.99
Total Sales	140	15,409.53	Total Charges and Fees	327.60

Charges and Fees have been posted to Account #: XXXXXX0486

Volume Recap

Card Type	Item Count	Amount	Item Count	Amount	Amount	Discount Paid	Per Item Paid
AEXP	1	81.64	0	0.00	81.64	0.41	0.95
DISC	3	238.96	0	0.00	238.96	0.72	2.25
M/C	38	4,527.71	0	0.00	4,527.71	18.99	24.54
VISA	98	10,561.22	0	0.00	10,561.22	125.96	16.47

Deposits

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
04/01/23	04/01/23	13091985741	0000834	BATCH	497.59	0.00	497.59
04/04/23	04/04/23	13094726395	0000835	BATCH	1,892.88	0.00	1,892.88
04/05/23	04/05/23	13095757495	0000836	BATCH	727.35	0.00	727.35
04/06/23	04/06/23	13096726060	0000837	BATCH	876.93	0.00	876.93
04/07/23	04/07/23	13097832585	0000838	BATCH	1,149.64	0.00	1,149.64
04/08/23	04/08/23	13098881957	0000839	BATCH	794.81	0.00	794.81
04/11/23	04/11/23	13101667574	0000840	BATCH	819.59	0.00	819.59
04/12/23	04/12/23	13102601202	0000841	BATCH	1,223.80	0.00	1,223.80
04/13/23	04/13/23	13103668956	0000842	BATCH	684.54	0.00	684.54
04/14/23	04/14/23	13104793181	0000843	BATCH	787.00	0.00	787.00
04/15/23	04/15/23	73105139821	0000844	BATCH	1,496.23	0.00	1,496.23
04/18/23	04/18/23	13108899990	0000845	BATCH	668.06	0.00	668.06
04/19/23	04/19/23	13109929304	0000846	BATCH	346.13	0.00	346.13
04/20/23	04/20/23	13110632025	0000847	BATCH	548.20	0.00	548.20

Merchant Billing Statement

ELAVON
NXGEN A TRANS COMPANY
7300 CHAPMAN HWY
KNOXVILLE, TN 37920



000050179 01 SP 0.600 106481726306784 P

Item a.

Statement Date: 04/30/2023
Store Number: 0000000000
Merchant Number: 0000008035296816
Chain Number: 00000
DBA Name: CITY OF SIDNEY WATER SEWER

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American Express Charges

Description	Sales Amount	Item Count	Wholesale Per Item	Wholesale Rate	Wholesale Dollars
Wholesale - American Express					
AMEX UTILITIES TIER 1 CNP	81.64	1	0.7500	0.0000 %	0.75
Total American Express	81.64	1			0.75
Total Wholesale F					0.75

Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
Amex Partially Qualified	81.64	1	0.2000	0.5000%	0.61
Total Processing Fees					0.61
Total Charges					1.36

Payment Network and Associated Fees

Description	Amount	Item Count	Percentage Rate	Per Item Rate	Fee Amount
VISA FEE					
VISA FEE Fee Totals					28.85
M/C FEE					
M/C FEE Fee Totals					8.76
DSCV FEE					
DSCV FEE Fee Totals					0.42
AECF					
AECF Fee Totals					0.15
Total Payment Network and Associated Fees					38.18

Other Transaction Charges

Description	DR CR	Sales Amount	Discount Rate	Discount Charges	Item Count	Per Item Rate	Item Charge
BTCH BATCH HDR	DR	0.00	0.0000	0.00	20	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
MDCT MONTH DCNTDR	DR	15,409.53	0.0000	0.00	140	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
OPTM CCO LVL3	DR	2.35	50.0000	1.18	2	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
Summary	DR	15,411.88		1.18	162		0.00
	CR	0.00		0.00	0		0.00
	NET	15,411.88		1.18	162		0.00

Authorization Fees

Description	Items	Rate	Authorization Fees
VISA WAT	99	0.0800	7.92
M/C WAT	39	0.0800	3.12
DISC WAT	3	0.0800	0.24
AEXP WAT	1	0.0800	0.08
MISC AUTH FEES	20	0.0800	1.60

Credit Card Authorization Fees: 11.28
ECS Authorization Fees: 0.00
EGC Authorization Fees: 0.00
Other Card Authorization Fees: 1.68
Total Authorization Fees: 12.96

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41229	E	1122 STOCKMAN BANK - BANK FEES	995.38					
	04/11/23	WATER & SEWER- NSF FEES	190.77		NA	5210 430500	300	101000
	04/11/23	WATER & SEWER- NSF FEES	190.77		NA	5310 430600	300	101000
	05/02/23	SERVICE CHARGE #5410	34.07		NA	5210 430500	300	101000
	05/02/23	SERVICE CHARGE #5410	34.07		NA	5310 430600	300	101000
	04/28/23	SERVICE CHARGE #0173	30.00		NA	1000 410550	300	101000
	04/28/23	SERVICE CHARGE #0486	30.00		NA	1000 410550	300	101000
	04/03/23	MERCH. SERVICE FEE #2929	97.72		NA	1000 410130	300	101000
	04/03/23	MERCH. SERVICE FEE #6816	193.99		NA	5210 430500	300	101000
	04/03/23	MERCH. SERVICE FEE #6816	193.99		NA	5310 430600	300	101000
41230		1229 KALIL LAW FIRM	2,300.00					
	2701 04/30/23	APRIL 2023 BILLING	2,300.00		NA	2565 430200	300	101000
41231		1315 BASIN EQUIPMENT RENTAL	1,104.00					
	1-5092975 05/08/23	SKYTRAK RENTAL	1,104.00		24123	1000 460445	300	101000
41232		1172 MARGIE'S CAR WASH	40.00					
	05/05/23 4	BARRELS	40.00		NA	5210 430500	300	101000
41234		753 DEPARTMENT OF ENVIRONMENTAL	320.00					
	5R2300246 05/01/23	ELLETON- WATER RENEWAL	30.00		NA	5210 430500	300	101000
	5R2300246 05/01/23	ELLETON- SEWER RENEWAL	40.00		NA	5310 430600	300	101000
	5R2300933 05/01/23	TIESEN- WATER RENEWAL	30.00		NA	5210 430500	300	101000
	5R2300933 05/01/23	TIESEN- SEWER RENEWAL	40.00		NA	5310 430600	300	101000
	5R2301004 05/01/23	THOMPSON- WATER RENEWAL	30.00		NA	5210 430500	300	101000
	5R2301004 05/01/23	THOMPSON- SEWER RENEWAL	40.00		NA	5310 430600	300	101000
	5R2300770 05/01/23	BAST- WATER RENEWAL	30.00		NA	5210 430500	300	101000
	5R2300770 05/01/23	BAST- SEWER RENEWAL	40.00		NA	5310 430600	300	101000
	5R2301360 05/01/23	JURGENS- SEWER RENEWAL	40.00		NA	5310 430600	300	101000
41235		1358 JOE JOHNSON EQUIPMENT	2,309.95					
	P00838 05/10/23	CARBIDE SHOES	1,060.99		24193	5710 430252	200	101000
	P00736 04/21/23	MAIN BROOMS	1,248.96		24184	5710 430252	200	101000
41236		1027 MFCP INC	94.47					
	05/09/23	CAMLOCK	94.47		23966	5310 430600	200	101000
41237		276 ELECTRIC LAND	9,000.00					
	10337810 05/22/23	CENTRAL PARK SECURITY CAMERA	9,000.00		NA	2060 460440	930	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41238		966 KLJ ENGINEERING LLC	1,182.56					
	10188709	05/17/23 CITY COUNCIL- GEM CITY MOTOR	1,182.56		NA	1000 411030	300	101000
41239		458 POWER PLAN OIB	144.68					
	P1883108	05/11/23 OIL LINE & O-RINGS	144.68		24195	5710 430252	200	101000
41240		757 BIOLYNCEUS LLC	10,990.00					
	9927	05/11/23 PROBIOTIC SCRUBBER	10,990.00		23965	5310 430600	200	101000
41241		307 MORRISON MAIERLE, INC.	754.50					
	233530	05/09/23 ANDERSON SUBDIVISION DRAINAGE	754.50		NA	5310 430600	932	101000
41242		20 EAST-MONT ENTERPRISES, INC.	867.88					
	162920	05/09/23 CLEANING SUPPLIES FOR PARK BAT	243.39		23491	1000 460430	200	101000
	163035	05/23/23 TOOTSIE POPS	23.50		23736	5210 430500	200	101000
	163082	05/30/23 POOL CLEANING SUPPLIES	600.99*		23312	1000 460445	200	101000
41243		263 BOSS INC.	479.75					
	545123	04/30/23 CANNON COPY COUNT	98.80		JESSIE	1000 410550	200	101000
	544825	04/28/23 PAPER	6.99		KALE	1000 420400	200	101000
	548637	05/16/23 KEYBOARD	37.99		BREE	5210 430500	200	101000
	543163	05/01/23 TONER CARTRIDGE- FIRE DEPT.	335.97		NA	1000 420400	200	101000
41244		1310 MONDAK GROUNDSKEEPERS LLC	500.00					
	248	05/13/23 NUISCANCE MOWING- PRINCE	500.00*		NA	2584 430200	300	101000
41247		25 AUTO VALUE PARTS STORE	23.98					
	440094896	05/04/23 ELECTRONIC CURRENT CLEANER	23.98		23964	5310 430600	200	101000
41248		119 CENTRAL WATER CONDITIONING	62.00					
	05/30/23	WATER DELIVERED TO CITY HALL	51.00		NA	5710 430252	300	101000
	05/30/23	MONTHLY COOLER RENTAL	11.00		NA	5710 430252	300	101000
41249		1085 ARAMARK- ACCOUNTS RECEIVABLE	405.19					
	2550158300	05/10/23 RUGS CLEANED AT CITY SHOP	118.05		NA	2565 430200	300	101000
	2550161385	06/10/23 RUGS CLEANED AT CITY HALL	154.89*		NA	1000 410210	300	101000
	2550170397	06/10/23 RUGS CLEANED AT CITY SHOP	132.25		NA	1000 460430	300	101000
41250	E	436 US BANK-SPA LOCKBOX CM9695	345,400.00					
	05/25/23	SRF 17404 PRINCIPAL WWTP P2	79,912.50		NA	5310 490510	610	101000
	05/25/23	SRF 17405 INTEREST WWTP P2	192,000.00*		NA	5310 490510	620	101000
	05/25/23	WRF 21459 4TH AVE WATER PRIN	19,250.00		NA	5210 490500	610	101000
	05/25/23	WRF 21459 4TH AVE WATER INT	35,000.00*		NA	5210 490500	620	101000
	05/25/23	SRF 16382	5,237.50		NA	5310 490520	610	101000

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	05/25/23	SRF 16382	14,000.00*		NA	5310 490520	620	101000
41251		1231 ADAM SMITH	500.00					
	05/30/23	PERSONAL VEHICLE USE	500.00		NA	1000 420400	300	101000
41252		1190 JUSTIN VERHASSELT	350.00					
	06/01/23	PERSONAL VEHICLE USE	350.00		NA	1000 420400	300	101000
41253		1362 JOHN SEITZ	350.00					
	06/01/23	PERSONAL VEHICLE USE	350.00		NA	1000 420400	300	101000
41254	E	492 USDA RURAL DEVELOPMENT	3,767.00					
	06/18/23	PRINCIPAL- JUNE 2023	1,651.68		NA	5210 490520	610	101000
	06/18/23	INTEREST- JUNE 2023	2,115.32		NA	5210 490520	620	101000
41255		263 BOSS INC.	239.93					
	549769-0	05/22/23 OFFICE SUPPLIES FOR FIRE MAR	239.93		NA	1000 420400	200	101000
41256		1185 SWANSTON EQUIPMENT CORP	7,600.00					
	P57992	04/14/23 PALLETS OF CRACKFILL	2,800.00*		NA	2820 430200	200	101000
	R07787	05/08/23 RENTAL CIMLINE MAGA M2	4,800.00*		NA	2820 430200	200	101000
41258		3 MONTANA DAKOTA UTILITIES	3,082.20					
	05/16/23	WELL #9	434.14		NA	5210 430500	300	101000
	05/16/23	LEE'S TIRE LIFT STATION	32.18		NA	5310 430600	300	101000
	05/16/23	1101 3RD ST NW	17.90		NA	2425 430263	300	101000
	05/16/23	SOUTH MEADOW SEWER LIFT STATIO	94.46		NA	5310 430600	300	101000
	05/16/23	REYNOLDS PARKING LOT	30.17		NA	2425 430263	300	101000
	05/16/23	WELL #11	159.35		NA	5210 430500	300	101000
	05/16/23	WELLS #5 AND #7	929.32		NA	5210 430500	300	101000
	05/16/23	1101 3RD ST NW - CITY SHOP	461.99		NA	2425 430263	300	101000
	05/16/23	1101 3RD ST NW	462.39		NA	2425 430263	300	101000
	05/16/23	WELL #12	132.31		NA	5210 430500	300	101000
	05/16/23	N SIDNEY SEWER LIFT STATION	72.70		NA	5310 430600	300	101000
	05/16/23	HOLLY SUGAR SEWER LIFT	57.93		NA	5310 430600	300	101000
	05/16/23	1101 1/2 3RD ST NE- WASH DOWN	33.44		NA	2425 430263	300	101000
	05/16/23	WALK PATH LONE TREE CREEK	49.53		NA	2425 430263	300	101000
	05/16/23	SOFTBALL FIELDS	71.23		NA	2425 430263	300	101000
	05/16/23	BIKE PATH	8.37		NA	2425 430263	300	101000
	05/16/23	LYNDALE PARK	26.42		NA	1000 460430	300	101000
	05/16/23	SWIMMING POOL	8.37		NA	1000 460445	300	101000

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41259		184 INTERSTATE ENGINEERING INC	3,875.00					
		RE-LINING THE CITY 200,000 GALLON WATER TANK STORAGE TANK						
		50881 05/24/23 TASK ORDER 6	3,875.00		NA	5210 430500	952	101000
41261		1344 HESER TREE SERVICE, LLC	11,000.00					
		2905 05/04/23 TREE REMOVAL- VETERANS PARK	4,400.00*		NA	1000 460435	700	101000
		2905 05/04/23 TREE REMOVAL- BASEBALL FIELD	2,200.00		NA	1000 460450	300	101000
		2905 05/04/23 TREE REMOVAL- TRAILER HOUSE PA	1,000.00*		NA	1000 460435	700	101000
		2905 05/04/23 TREE REMOVAL- TRAILER HOUSE PA	100.00*		NA	1000 460435	700	101000
		2905 05/04/23 TREE REMOVAL- MAINSTAY PARK	3,300.00		NA	1000 460450	300	101000
41262		994 MACON SUPPLY	342.00					
		131663 05/22/23 SIKAFLEX & J20 SEAL	342.00*		24129	1000 460445	200	101000
41263		35 LEE'S TIRE CENTER, INC.	220.00					
		155310 05/05/23 TIRE REPAIR #835	55.00		24122	5410 430830	300	101000
		155334 05/08/23 TIRE REPAIR #835	55.00		24192	5410 430830	300	101000
		155481 05/17/23 TIRE REPAIRS	110.00		24024	5410 430830	300	101000
41264		244 BADGER METER INC.	202.48					
		80129373 05/30/23 BEACON MOBILE HOSTING	101.24		NA	5210 430500	300	101000
		80129373 05/30/23 BEACON MOBILE HOSTING	101.24		NA	5310 430600	300	101000
41265		27 JOHNSON HARDWARE	435.05					
		153886 04/27/23 MARKING PAINT & STAKES	21.23		24359	5310 430600	200	101000
		155249 05/03/23 MARKING PAINT & SOLVENT	34.57		23914	5310 430600	200	101000
		155282 05/03/23 GREASE & PVC GLUE	21.08		23915	5310 430600	200	101000
		155596 05/04/23 PIPE COMPOUND & GRABBER	36.98		23489	1000 460430	200	101000
		155857 05/05/23 FACE MASKS	26.49		23490	1000 460430	200	101000
		156712 05/09/23 COPPER GROUND WIRE	10.74*		23408	1000 460445	200	101000
		156809 05/09/23 SPLIT BOLTS	38.26*		23409	1000 460445	200	101000
		156839 05/10/23 DOOR ALERT KIT	43.99		JESSE	1000 411200	200	101000
		156849 05/10/23 TAPE & PVC CAP	25.68		23732	5210 430500	200	101000
		158177 05/16/23 HOSE CLAMP & DUCT TAPE	14.88*		23410	1000 460445	200	101000
		158252 06/15/23 BAG OF ZIPTIES	68.94*		23411	1000 460445	200	101000
		158466 05/17/23 SAFETY GLASSES & BATTERIES	40.23		23734	5210 430500	200	101000
		158574 05/22/23 SPRINKLER	27.99		23735	5210 430500	200	101000
		159895 05/23/23 HEAD GEAR & TRACTOR	23.99*		24027	2565 430200	200	101000

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/23

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* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41266		1114 PINE COVE	1,350.00					
	18033C	05/31/23 MONTHLY BILLING- MAY 2023	1,050.00		NA	2565 430200	300	101000
	18034C	05/31/23 RESTORE FEE	300.00		NA	2565 430200	300	101000
41267		165 TRI-COUNTY IMPLEMENT	5,610.18					
	30744	05/08/23 SPLIT TRANSMISSION & RESEAL	5,610.18		24191	5310 430600	300	101000
41268		843 HANSON INDEPENDENT	7,200.00					
	16	05/31/23 WATER MAIN LEAK- 9TH AVE SE	3,600.00		NA	5210 430500	931	101000
	17	05/31/23 WATER MAIN ON HOLLY	3,600.00		NA	5210 430500	931	101000
41269		1265 DOORBUST'N PORTABLES & SEPTIC	400.00					
	S9059	05/30/23 CAMERA & LOCATE- VETERANS PARK	400.00		NA	5310 430600	300	101000
41270		37 NIEHENKE WELDING, INC.	466.50					
	30554	05/31/23 WELD TBAR #417	466.50		24452	5410 430830	300	101000
41271		77 RICHLAND COUNTY TREASURER	1,382.00					
		05/31/23 CRIMINAL CONVICTION	452.00		NA	7467 212300		101000
		05/31/23 TECHNOLOGY SURCHARGE	372.00		NA	7458 212200		101000
		05/31/23 VICTIM WITNESS SURCHARGE	558.00		NA	2917 212500		101000
41272		1075 MIRACLE RECREATION EQUIPMENT	20.82					
	856932	05/04/23 DRIVE RIVET	20.82		NA	1000 460430	200	101000
41273		1150 CINTAS	93.79					
	5160962672	06/01/23 GLOVES	93.79		24453	5310 430600	200	101000
41274		1402 TRAFFIC SAFETY SERVICES, INC.	2,000.00					
	61254914	05/18/23 TRAFFIC PAINT	2,000.00*		24128	2820 430200	200	101000
41275		1269 MLECA	350.00					
	06/02/23	K9 WORKSHOP REGISTRATION FEES	350.00		NA	1000 420150	300	101000
41276		1403 SHRED ND	69.88					
	14492	05/30/23 SPD SHREDDING SERVICES	69.88		NA	1000 420100	300	101000
41277		263 BOSS INC.	110.94					
	547894-0	05/12/23 SPD- TONER	27.00		NA	1000 420100	200	101000
	547865-0	05/12/23 SPD- BATTERIES	71.96		NA	1000 420100	200	101000
	549561-0	05/22/23 SPD- FILE FOLDERS	11.98		NA	1000 420100	200	101000

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CITY OF SIDNEY
Claim Approval List
For the Accounting Period: 5/23

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41278		87 GEM CITY MOTORS	84.95					
	CTCS220123	05/23/23 OIL CHANGE- 6282	84.95		NA	1000 420100	230	101000
41279		1404 LAW ENFORCEMENT SEMINARS LLC	425.00					
	2025627	05/19/23 TRAINING FEE	425.00		NA	2810 420100	300	101000
41280		1405 HECK BUILT, LLC	620.00					
	2166	05/12/23 INSTALL PARTS FOR K9 VEHICLE	620.00		NA	1000 420150	300	101000
41281		56 BUILDERS FIRSTSOURCE	241.43					
	87215580	05/04/23 HF PERM	205.80*		24022	1000 460445	200	101000
	87303016	05/19/23 SOLID BLOCK	10.18*		24026	1000 460445	200	101000
	87300332	05/19/23 LANDSCAPE BLOCKS	25.45		24025	1000 460430	200	101000
41282	E	1213 SIDNEY WATER DEPARTMENT	1,338.24					
	05/30/23	WATER BILL- MAY 2023	582.72*		NA	1000 420400	340	101000
	05/30/23	SEWER BILL- MAY 2023	755.52*		NA	1000 420400	340	101000
# of Claims 49			Total: 430,701.73					
Total Electronic Claims			351,500.62	Total Non-Electronic Claims	79201.11			

City Council Meeting 6-5-2023

2023-19	ON HOLD			
2023-29	ON HOLD			
2023-31	ON HOLD			
2023-39	Kevin Wilkerson	2201 W Holly	Sign	Fairgrounds Add Lot 9
2023-40	ON HOLD			
2023-44	ON HOLD			
2023-54	Marcella Jones	1601 13th Ave SW	New Home	L5, B7, Lyndale Acres
2023-56	ON HOLD			
2023-57	ON HOLD			
2023-58	Judy Wyman	305 8th Ave NE	Fence	L2, B1, Michelletto
2023-59	Jillian Stanek	708 9th St SW	Fence	L6, B6, Carpenter Simard
2023-60	Stephen Cayer	618 E Main	Demo	L16-19, B18, Kenoyer
2023-61	Yvette Carranza	730 4th St NE	Garage	L16AP, B3, Fiscer Estates
2023-62	Lynn Rodier	403 3rd Ave SE	Addtion	L1, B28, Original
2023-63	Bryon Christensen	215 3rd ST NW	Fence	L2, B2, Augustus Vaux
2023-64	Jonathan Wilson	309 6th St SE	Fence	L3-4, B61, Kenoyer
2023-65	ON HOLD			
2023-66	Jocelyn Erickson	702 8th St SE	Fence	L10, B2, Kling Add.
RC2023-20	ON HOLD			
RC2023-21	ON HOLD			
RC2023-25	ON HOLD			
RC2023-26	ON HOLD			
RC2023-31	Jerry Gallegher	12175 CR 344	New Home	S17 T22 R58E
RC2023-32	Fairview Schools	713 Western Ave	Remodel	S17 T24 N R60 E M7B TR