



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

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

5. Visitors
6. Public Hearing
  - a. Public Hearing-Homestead Subdivision Amended Plat
  - b. Public Hearing-Zoning Code Update

7. Committee Meeting Work
8. Mayor Norby
9. Alderman Requests and Committee Reports

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

10. Unfinished Business

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

**11. New Business**

**12. City Planner**

[a.](#) Amended Plat- Homestead Subdivision Phase 2

**13. City Attorney**

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

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

[c.](#) Second Reading of MDU Franchise 2025 Ordinance #602

**14. Chief of Police**

[a.](#) February 2025 Police Department Report

**15. Public Works Director**

[a.](#) February 2025 Public Works Monthly Report

[b.](#) February 2025 Compliance Officer Monthly Report

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

[d.](#) Richland County Growth Policy Financial Commitment

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

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

[g.](#) Amendment 2 for the Meadows Flood Mitigation Project

**16. Fire Marshal/Building Inspector**

[a.](#) February 2025 Monthly Report

**17. City Clerk/Treasurer**

[a.](#) February 2025 JV Report

[b.](#) February 2025 Treasurer's Monthly Report

**18. Consent Agenda**

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

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

|        |                   |            |
|--------|-------------------|------------|
| #43655 | MID-RIVERS COMM.  | \$ 497.15  |
| #43656 | MDU               | \$ 27.93   |
| #43657 | MORRISON MAIERLE  | \$609.00   |
| #43658 | LOWER YELLOWSTONE | \$328.42   |
| #43659 | VISA              | \$2,537.23 |

[b.](#) Building Permits to be approved: 2025-047 to 2025-049

## 19. Adjournment



City of Sidney, MT  
 City Council Regular Meeting 3-3-2025  
 March 03, 2025 6:30 PM  
 115 2nd Street SE | Sidney, MT 59270

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

**1. Call to Order**

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

**2. Pledge of Allegiance**

**3. Aldermen Present**

Christensen, Buxbaum, Koffler, DiFonzo and Rasmussen. (Stevenson- Absent)

**4. Correction or Approval of Minutes**

a. February 18th, 2025, Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Buxbaum.

Voting Yea: Alderman Koffler, Alderman DiFonzo, Alderwoman Christensen

**5. Visitors**

Jody Wells (Roundup) Jennifer Reid, Jamie Larson, Joe Kauffman (Big Sky Surveying) and Sidney Public Schools Government Class: Allison Thiel, Ryliegh Klinke, Nate Damm, Cam Bayless, and Lance Allen. Via zoom: Jake Holley (Sidney Herald).

**6. Public Hearing**

Nothing.

**7. Mayor Norby**

Mayor Norby expressed much gratitude for everyone who helped with the flooding that occurred in the North Meadow Subdivision, special thanks to the City Crew, Police Department, Fire Department, and the homeowners who also came out to help.

## 8. Committee Meeting Work

Nothing.

## 9. Alderman Requests and Committee Reports

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

Nothing.

## 10. Unfinished Business

Nothing.

## 11. New Business

### a. Oath of Office- Jamie Larson

Deputy Clerk/Treasurer Shanks administered the Oath of Office to Jamie Larson who will be in Ward 1, and her term to start March 17th, 2025, and end December 31st, 2025.

### b. Appointment To Library Board:

1. Meagan Weber

2. Mike Eberling

3. Jon Skinner

4. Nicole Davidson

Alderwoman Christensen stated that all candidates who applied for the library Board looked highly qualified, and it will be a hard decision to make, but Alderwoman Christensen made a motion to approve Jon Skinner to the Library Board.

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderman DiFonzo, Alderwoman Buxbaum

## 12. City Planner

### a. McNutt Lot Aggregation

PWD Hintz presented the City Council with the McNutt Lot Aggregation Staff Report from Planner Sanderson, which recommends approval with conditions. PWD Hintz stated condition number 1, revising the Exemption to Subdivision Review, has been met and approved by Planner Sanderson.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman Koffler, Alderwoman Buxbaum

Voting Abstaining: Alderwoman Christensen

## 13. City Attorney

### a. Snow Removal Ordinance #601 (First Reading)

City Attorney Kalil mentioned he would like to table this ordinance until the March 17th, 2025, meeting where then he can put this ordinance in a better format and with an ordinance number attached as well.

Motion was made to approve.

Motion made by Alderwoman Rasmussen, Seconded by Alderman Koffler.

Voting Yea: Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen

### b. Montana Dakota Utilities Franchise Agreement & Ordinance

PWD Hintz stated the Montana Dakota Utility Franchise agreement is the same agreement that the city signed back in 2004, and the city has to resign this agreement every 25 years. Mayor Norby stated that this agreement will only need one reading since it has already been an ordinance, just reviewing it now.

Motion was made to approve.

Motion made by Alderman Koffler, Seconded by Alderwoman Christensen.

Voting Yea: Alderwoman Rasmussen, Alderman DiFonzo, Alderwoman Buxbaum

## 14. Chief of Police

Nothing.

## 15. Public Works Director

### a. City Facility & Grounds Maintenance RFQ Approval

PWD Hintz stated that the city had an open position for the City Facility and Grounds Maintenance person, and only one company applied for the position. B and B Builders was the only applicant

who put in a bid for the position, and PWD Hintz recommends approval for B and B Builders for the City Facility and Grounds Maintenance person. PWD Hintz did state that the city would have to put in a 25% percent match and the SLIPA project would be \$450,000 for a total. City Clerk/Treasurer did state that B and B Builders would not only work around the city shop but, would work around city hall on any projects that need to be done. PWD Hintz said that work that is needed down at the city shop would include new garage door and walk through doors, bathroom remodel and installing some fencing around the shop, there is also other work that will be done at the other building the city does own.

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderman Koffler.

Voting Yea: Alderwoman Rasmussen, Alderwoman Buxbaum, Alderwoman Christensen

#### 16. Fire Marshal/Building Inspector

Nothing.

#### 17. City Clerk/Treasurer

Nothing.

#### 18. Consent Agenda

Motion was made to approve the claims and the building permits.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

Voting Yea: Alderman DiFonzo, Alderwoman Buxbaum, Alderwoman Christensen

##### a. Claims to be approved: \$132,204.16

**Intermediary Claims to be approved (included in total): \$10,480.46**

|        |     |             |
|--------|-----|-------------|
| #43533 | MDU | \$ 5,003.10 |
|--------|-----|-------------|

|        |      |             |
|--------|------|-------------|
| #43622 | USPS | \$ 1,059.23 |
|--------|------|-------------|

|        |         |          |
|--------|---------|----------|
| #43652 | VERIZON | \$901.87 |
|--------|---------|----------|

|        |      |            |
|--------|------|------------|
| #43653 | VISA | \$3,516.26 |
|--------|------|------------|

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

#### 19. Adjournment

at 6:45 pm.

### Tank Reservoir Elevation

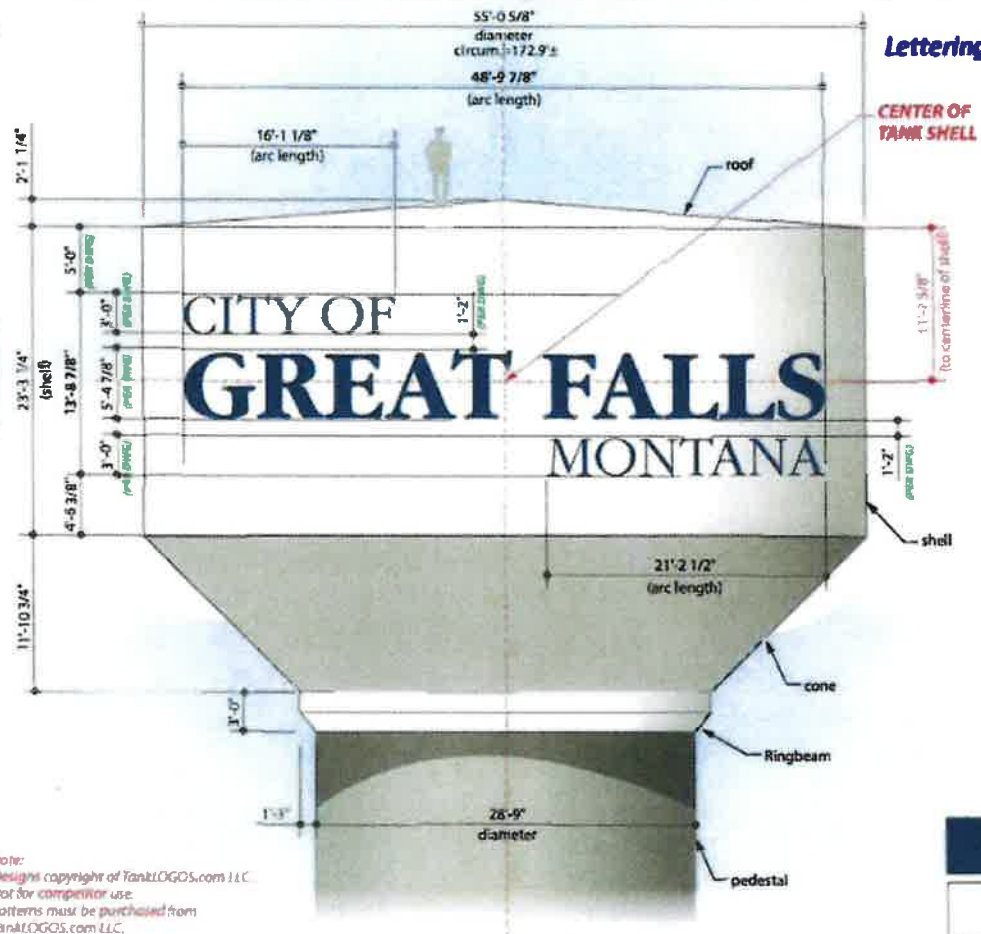
### Planar measurements of graphics.

Tank measurements shown are based on a typical 5000G gallon composite elevated tank and Landmark drawings.

**Owner / engineer should verify all measurements prior to final approvals and production.**

Quantity: (1) side.

**Orientation to be located / verified in the field by owner / engineer.**



Note:  
Designs copyright of TankiLOGOS.com LLC  
Not for competitor use.  
Patterns must be purchased from  
TankiLOGOS.com LLC.

Themet  
Cadet Blue 148L

**Thomex  
Tank White 15BL**

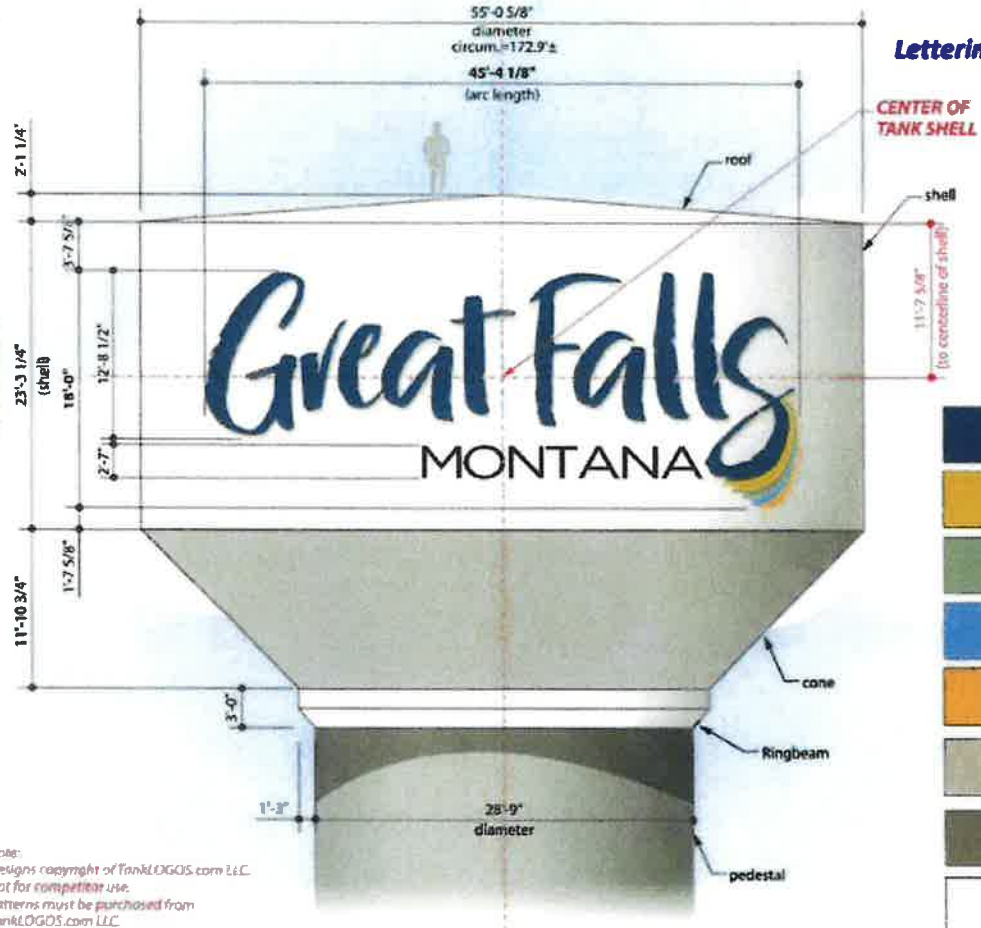
**Tank Reservoir Elevation**

Planar measurements of graphics.

Tank measurements shown are based on a typical 500KG gallon composite elevated tank and Landmark drawings.

Owner / engineer should verify all measurements prior to final approvals and production.

Quantity: (1) side.  
Orientation to be located / verified in the field by owner / engineer.



Note:  
Designs copyright of TankLOGOS.com LLC.  
Not for competitor use.  
Patterns must be purchased from  
TankLOGOS.com LLC

**Lettering Option #2**

|  |                                                      |
|--|------------------------------------------------------|
|  | Themec<br>Cadet Blue 14BL                            |
|  | Themec<br>Granary Smith 54GN                         |
|  | Themec<br>Zucchini 96GN                              |
|  | Themec<br>Canal Blue 11BL                            |
|  | Themec<br>Grapefruit 05YW                            |
|  | "Drop shadows"<br>Themec<br>Gray ANSI No. 61<br>33GR |
|  | "MONTANA"<br>Themec<br>Deep Space 34GR<br>(VERIFY)   |
|  | Themec<br>Tank White 15BL                            |

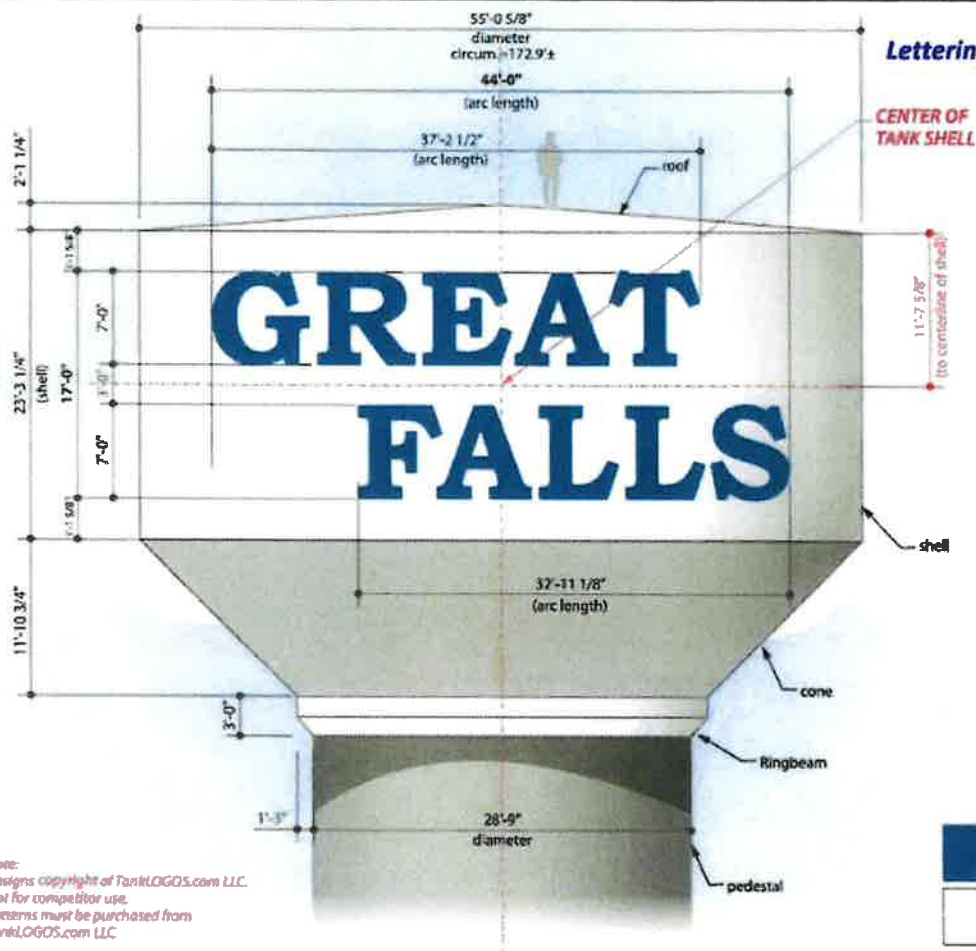
### Planar measurements of graphics

Tank measurements shown are based on a typical 500KG gallon composite elevated tank and Landmark drawings.

*Owner / engineer should verify all measurements prior to final approvals and production.*

**Quantity:** (1) side.

**Orientation to be located / verified in the field by owner / engineer.**



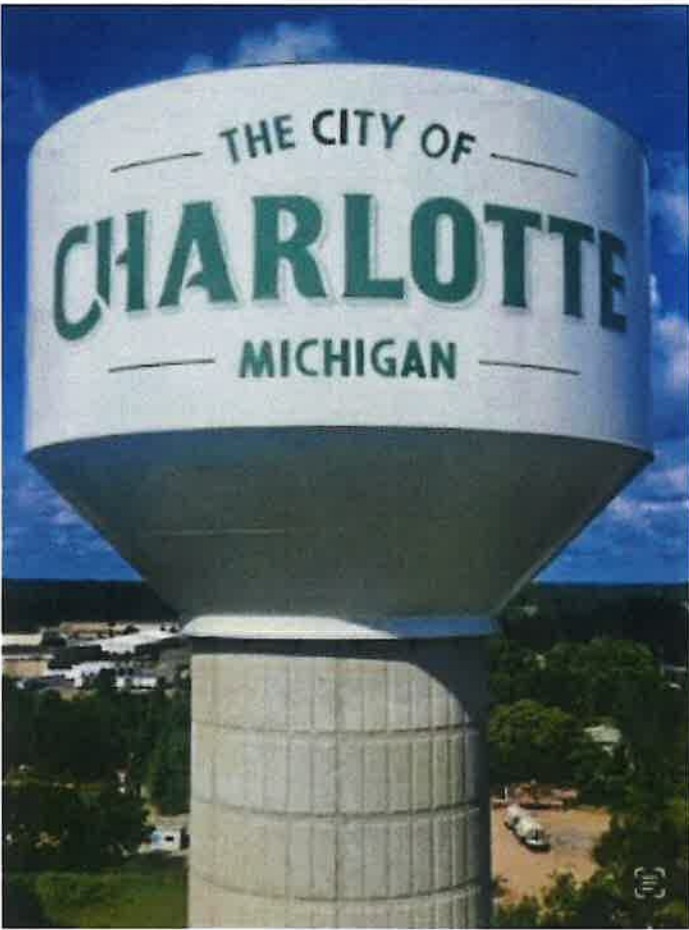
More:  
 Designs copyright of TaniLOGOS.com LLC.  
 Not for competitor use.  
 Patterns must be purchased from  
 TaniLOGOS.com LLC

Item a.

### Lettering Option #3

**Thermax  
True Blue / Safety  
T1SF**

Thames  
Tank White 15BL



# ALTA COMMITMENT FOR TITLE INSURANCE

Item a.



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*A Stock Company*

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

[www.oldrepublictitle.com](http://www.oldrepublictitle.com)

The Title Team

Authorized Officer or Agent

By

President

Attest

Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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|  <b>OLD REPUBLIC TITLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------|--------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|-------------------------------------------------------------------------------|-----------|-----------------------|-----------------------------------------------------------|-----------|-----------------------|-------------------------------------------------------------------------------------------------------------|------------|-----------|-------------------------------------------------------------------------------------------------|-----------|-----------------------|--------------------------------------------|-----------|-----------------------|--------------------------------------------|-----------|-----------------------|
| <b>FACTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b> |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>Why?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.                                                                                                                                                                                              |                                                                        |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>What?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |                                                                        |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>How?</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.                                                                                                                                                                                                 |                                                                        |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <table border="1"> <thead> <tr> <th>Reasons we can share your personal information</th> <th>Does Old Republic Title share?</th> <th>Can you limit this sharing?</th> </tr> </thead> <tbody> <tr> <td><b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus</td> <td><b>Yes</b></td> <td><b>No</b></td> </tr> <tr> <td><b>For our marketing purposes</b> - to offer our products and services to you</td> <td><b>No</b></td> <td><b>We don't share</b></td> </tr> <tr> <td><b>For joint marketing with other financial companies</b></td> <td><b>No</b></td> <td><b>We don't share</b></td> </tr> <tr> <td><b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences</td> <td><b>Yes</b></td> <td><b>No</b></td> </tr> <tr> <td><b>For our affiliates' everyday business purposes</b> - information about your creditworthiness</td> <td><b>No</b></td> <td><b>We don't share</b></td> </tr> <tr> <td><b>For our affiliates to market to you</b></td> <td><b>No</b></td> <td><b>We don't share</b></td> </tr> <tr> <td><b>For non-affiliates to market to you</b></td> <td><b>No</b></td> <td><b>We don't share</b></td> </tr> </tbody> </table> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        | Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? | <b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | <b>Yes</b> | <b>No</b> | <b>For our marketing purposes</b> - to offer our products and services to you | <b>No</b> | <b>We don't share</b> | <b>For joint marketing with other financial companies</b> | <b>No</b> | <b>We don't share</b> | <b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences | <b>Yes</b> | <b>No</b> | <b>For our affiliates' everyday business purposes</b> - information about your creditworthiness | <b>No</b> | <b>We don't share</b> | <b>For our affiliates to market to you</b> | <b>No</b> | <b>We don't share</b> | <b>For non-affiliates to market to you</b> | <b>No</b> | <b>We don't share</b> |
| Reasons we can share your personal information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Does Old Republic Title share?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Can you limit this sharing?                                            |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>No</b>                                                              |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For our marketing purposes</b> - to offer our products and services to you                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We don't share</b>                                                  |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For joint marketing with other financial companies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We don't share</b>                                                  |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Yes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>No</b>                                                              |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For our affiliates' everyday business purposes</b> - information about your creditworthiness                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We don't share</b>                                                  |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For our affiliates to market to you</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We don't share</b>                                                  |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| <b>For non-affiliates to market to you</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>No</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>We don't share</b>                                                  |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |
| Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |                                                |                                |                             |                                                                                                                                                                                              |            |           |                                                                               |           |                       |                                                           |           |                       |                                                                                                             |            |           |                                                                                                 |           |                       |                                            |           |                       |                                            |           |                       |

| Who we are                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Who is providing this notice?</b>                                | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| What we do                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>How does Old Republic Title protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> .                                                                                                                                                                                                                                                                        |
| <b>How does Old Republic Title collect my personal information?</b> | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>                                                                                                                                                                                                  |
| <b>Why can't I limit all sharing?</b>                               | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p> |
| Definitions                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Affiliates</b>                                                   | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</i></li> </ul>                                                                                                                                                                                                                        |
| <b>Non-affiliates</b>                                               | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Joint marketing</b>                                              | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                       |

| Affiliates Who May be Delivering This Notice |                                           |                                                |                                                |                                               |
|----------------------------------------------|-------------------------------------------|------------------------------------------------|------------------------------------------------|-----------------------------------------------|
| American First Title and Trust Company       | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC            | Compass Abstract, Inc.                         | eRecording Partners Network, LLC              |
| Genesis Abstract, LLC                        | Guardian Consumer Services, Inc.          | iMarc, Inc.                                    | L.T. Service Corp.                             | Lenders Inspection Company                    |
| Lex Terrae National Title Services, Inc.     | Lex Terrae, Ltd.                          | Mississippi Valley Title Services Company      | Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc.       |
| Old Republic Escrow of Vancouver, Inc.       | Old Republic Exchange Company             | Old Republic National Ancillary Services, Inc. | Old Republic Title and Escrow of Hawaii, Ltd.  | Old Republic National Title Insurance Company |
| Old Republic Title Company                   | Old Republic Title Company of Conroe      | Old Republic Title Company of Nevada           | Old Republic Title Company of Oklahoma         | Old Republic Title Company of Oregon          |
| Old Republic Title Company of St. Louis      | Old Republic Title Information Concepts   | Old Republic Title Insurance Agency, Inc.      | Old Republic Title, Ltd.                       | RamQuest Software, Inc.                       |
| Republic Abstract and Settlement, LLC        | Sentry Abstract Company                   | Surety Title Agency, Inc.                      | Trident Land Transfer Company, LLC             |                                               |



# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## ALTA 2021 COMMITMENT FOR TITLE INSURANCE

Issued By

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Issuing Agent: The Title Team  
 Issuing Office: 108 4th St. SE, Sidney, MT 59270  
 ALTA® Registry ID:  
 Commitment No.: S24-0226  
 Issuing Office File No.: S24-0226  
 Property Address: Raw Land, Sidney, MT 59270

### SCHEDULE A

1. Commitment Date: July 18, 2024 at 12:00 AM
2. The Title is, at the Commitment Date, vested in:  
  
MPEG Land Developement LLC
3. The Land is described as follows:

A tract of land located within the SE $\frac{1}{4}$  of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, more particularly described as follows:  
 Commencing at the northwest corner of Tract 1A C.O.S. 27-861 as recorded in the Richland County Records office; the Point of Beginning; thence along the west line of Tract 1A of C.O.S 27-861, S00°00'47"W a distance of 385.48 feet; thence N66°40'16"W along the USBR Drainage Ditch a distance of 237.72 feet; thence N63°32'13"W along said USBR Drainage Ditch a distance of 128.60 feet; thence N61°25'00"W along said USBR Drainage Ditch a distance of 515.67 feet to rebar and cap set on the USBR Drainage Ditch; thence S89°04'34"E a distance of 786.43 feet to the Point of Beginning, more particularly described as Tract 1C of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772. LESS AND EXCEPT the Final Plat of Phase I The Homestead Subdivision recorded as Document No. 591288.

Deed Reference: A156/171

The Title Team

Lynn Cole, Authorized Agent

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
 (612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By

President

Attest

Secretary

*This page is only a part of an ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company, a Florida company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY****ALTA 2021 COMMITMENT FOR TITLE INSURANCE**  
Issued By  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY****SCHEDULE B, PART I****REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### ALTA 2021 COMMITMENT FOR TITLE INSURANCE Issued By OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### SCHEDULE B, PART II

#### EXCEPTIONS

**SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Any water or well rights, or rights to title to water or claims thereof, in, on or under the land.
7. Unpatented mining claims, reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
9. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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**SCHEDULE B, PART II**  
(Continued)

Item a.

10. County road rights-of-way the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, MCA.
11. General county taxes for the year 2024, which are now a lien but not yet computed or payable.
12. General taxes and assessments for the year 2023 in the amount of \$677.68 are PAID in full.  
Tax ID No. 8678
13. Terms, conditions, restrictions, and easements as disclosed on said plat of Certificate of Survey No. 27-717 ~ Agriculture Exemption  
\*NOTE ~ contains agricultural covenant
14. Terms, conditions, restrictions, and easements as disclosed on said plat of Certificate of Survey No. 27-869 ~ Agriculture Exemption
15. Exceptions and Reservations as contained in Deed  
Executed by: Eugene Sondeno and Judy R. Sondeno  
Recorded: August 21, 2012  
Book/Page A156/123  
As follows: Perpetual Easment and Right of Way
16. Unrecorded leaseholds if any; rights of parties in possession other than the vestees herein; rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein; and rights of tenants to remove trade fixtures

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## PRIVACY POLICY NOTICE

The Title Team Co., DBA The Title Team, also doing business as: Mandan Guaranty and Title Company, Dickinson Guaranty and Title Company, Minot Guaranty and Escrow Company, McKenzie County Guaranty and Title, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, and Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title.

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with GLBA we are providing you with this document, which notifies you of the privacy policies and practices of **The Title Team Co. DBA The Title Team, also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms;
- Information about your transactions we secure from our files, or from The Title Team Co. DBA The Title Team, also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title, or others;
- Information we received from a consumer-reporting agency;
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance;
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

572072 BOOK: 156 DEEDS PAGE: 171 Pages: 3

Return to:

MPEG Land Development LLC  
2825 3<sup>rd</sup> Avenue North, Suite 600  
Billings MT 59101

STATE OF MONTANA RICHLAND COUNTY

RECORDED: 08/31/2012 4:29 KOI: W.D.

STEPHANIE VERHASSELT CLERK AND RECORDER

FEE: \$21.00

BY:

*Renee Young*

TO: MPEG LAND DEVELOPMENT LLC 2825 3RD AVE NORTH SUITE 600,

**WARRANTY DEED**

This Indenture, Made the 31 day of August A. D. Two Thousand and Twelve.

BETWEEN Roger L. Byer and Donald L. Byer PARTIES of the FIRST PART and MPEG Land Development, LLC of 2825 3<sup>rd</sup> Avenue North, Suite 600, Billings MT 59101 the PARTY of the SECOND PART;

WITNESSETH, that the said PARTIES of the FIRST PART, for and in consideration of the sum of One dollar and other Valuable Consideration---Dollars (\$ 1.00 ovc) lawful money of the United States of America to them in hand paid by said PARTY of the SECOND PART, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said PARTY of the SECOND PART, and to its successors and assigns forever, the hereinafter described real estate situated in the city or town of Sidney, County of Richland, and State of Montana, to-wit:

**SEE EXHIBIT A**

Subject to all reservations, covenants, easements and rights of way of record.

TOGETHER, with all and singular the hereinbefore described premises, all tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said PARTIES of the FIRST PART, of, in or to the said premises and every part and parcel thereof, with the appurtenances thereto belonging. TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said PARTY of the SECOND PART, and to its successors and assigns forever.

And the said PARTIES of the FIRST PART and their successors and assigns, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said PARTY of the SECOND PART, and to its successors and assigns against all acts and deeds of the said PARTIES of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said PARTIES of the FIRST PART have hereunto set their hands and seals the day and year first hereinbefore written.

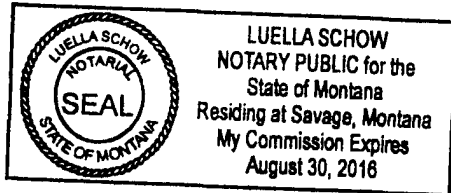
Roger L. Byer  
Donald L. Byer

STATE OF MONTANA )  
 County of Richland ) ss.

On this 31<sup>st</sup> day of August in the year of 2012 before me the undersigned, a Notary Public for the State of Montana, personally appeared Roger L. Byer and Donald L. Byer known to me \_\_\_\_\_ (or proved to me on oath of \_\_\_\_\_) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(Seal)



Luella Schow  
 Notary Public for the State of Montana  
 Printed Name: \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

sac

## - Exhibit A -

## RICHLAND COUNTY, MONTANA

**Tract 1:** A tract of land located within the SE¼ of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, more particularly described as follows:

Commencing at the southwest corner of Tract 1A, C.O.S. 27-861 as recorded in the Richland County Recorders office the point of Beginning; thence N89°54'52"W a distance of 809.23 feet; thence N00°06'46"W a distance of 30.30 feet to the North Right of Way of Fourth Street N.W.; thence with said Right of Way N89°53'36"W a distance of 709.99 feet to the East Right of Way of Fourteenth Avenue; thence with said Right of Way N00°00'12"W a distance of 733.30 feet to a point on the USBR Drainage Ditch; thence S88°33'35"E a distance of 230.99 feet; thence N77°56'12"E along said USBR Drainage Ditch a distance of 465.58 feet; thence S64°54'38"E along said USBR Drainage Ditch a distance of 480.66 feet; thence S69°47'54"E along said USBR Drainage Ditch a distance of 191.39 feet; thence S67°52'44"E a distance of 235.65 feet along the southern boundary of the USBR Drainage Ditch to a point on the west line of said Tract 1A; thence S00°00'47"W a distance of 498.98 feet to the Point of Beginning, more particularly described as Tract 1B of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772.

**Tract 2:** A tract of land located within the SE¼ of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, more particularly described as follows:

Commencing at the northwest corner of Tract 1A, C.O.S. 27-861 as recorded in the Richland County Recorders office; the Point of Beginning; thence along the west line of Tract 1A of C.O.S. 27-861, S00°00'47"W a distance of 385.48 feet; thence N66°40'16"W along the USBR Drainage Ditch a distance of 237.72 feet; thence N63°32'13"W along said USBR Drainage Ditch a distance of 128.60 feet; thence N61°25'00"W along said USBR Drainage Ditch a distance of 515.67 feet to a rebar and cap set on the USBR Drainage Ditch; thence S89°04'34"E a distance of 786.43 feet to the Point of Beginning, more particularly described as Tract 1C of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772.

Richland County | Detail

Item a.

Date: 07/25/24  
Time: 11:50:58 am

Richland County Treasurer  
201 West Main  
Sidney, MT 59270

Tax ID: 8678  
Type: Real

Name and Address  
MPEG LAND DEVELOPMENT LLC  
2101 OVERLAND AVE  
BILLINGS MT 59102-6456

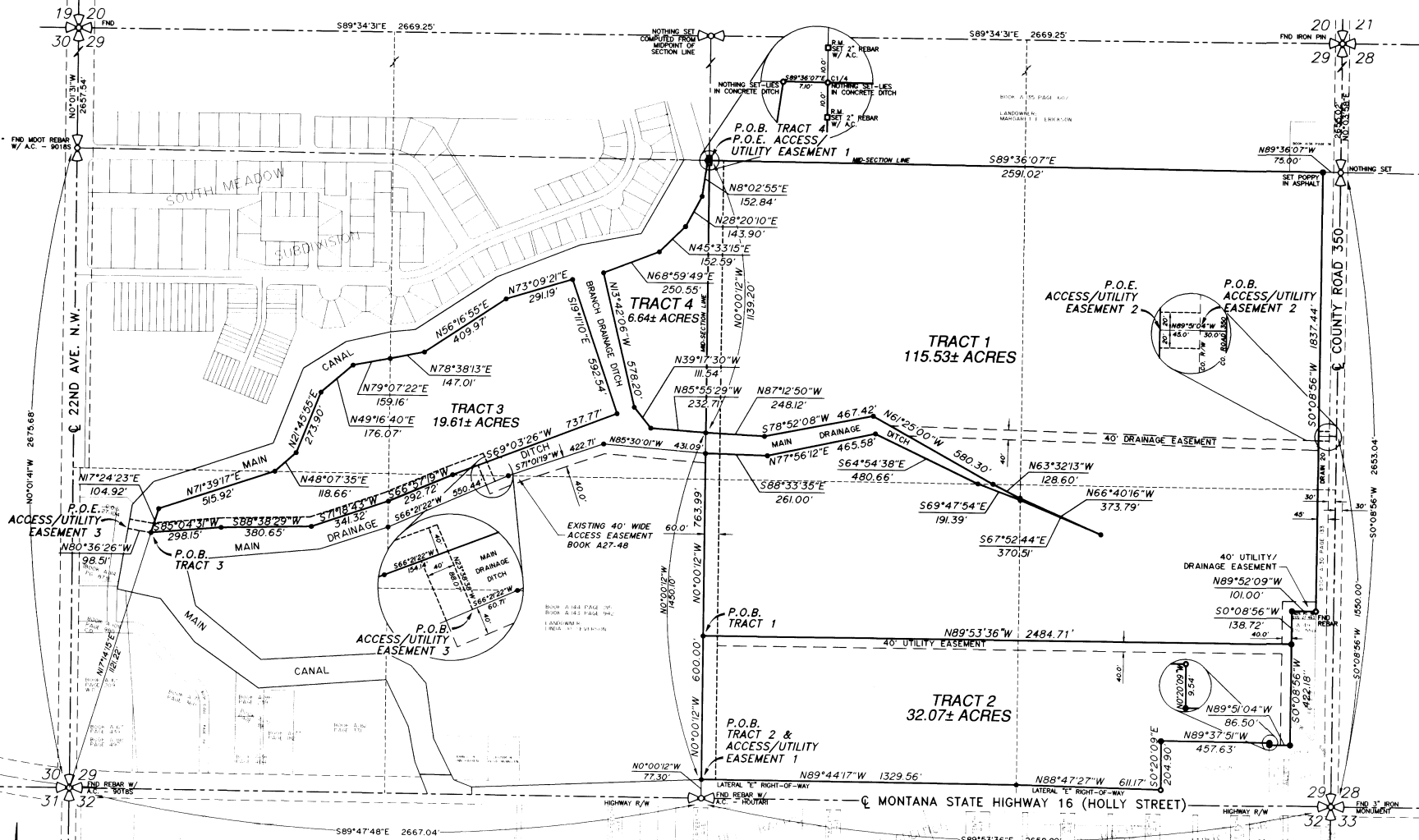
Property Tax Query TW Range SC Description  
23N/59E /29 Geo 3444-29-4-01-15-0000 C.O.S. 27-869, PARCEL 1C

|      | YR | Int. Date | Tax Date | Tax Amt  | Penalty | Interest | Total Amt |
|------|----|-----------|----------|----------|---------|----------|-----------|
| Paid | 23 | 11/29/23  | 11/30/23 | 328.40   | 0.00    | 0.00     | 677.68    |
| Paid | 23 | 05/20/24  | 05/31/24 | 349.28   | 0.00    | 0.00     |           |
| Paid | 22 | 11/03/22  | 11/30/22 | 485.79   | 0.00    | 0.00     | 971.54    |
| Paid | 22 | 05/08/23  | 05/31/23 | 485.75   | 0.00    | 0.00     |           |
| Paid | 21 | 11/03/21  | 11/30/21 | 468.46   | 0.00    | 0.00     | 936.91    |
| Paid | 21 | 05/09/22  | 05/31/22 | 468.45   | 0.00    | 0.00     |           |
| Paid | 20 | 10/30/20  | 11/30/20 | 338.31   | 0.00    | 0.00     | 676.60    |
| Paid | 20 | 05/10/21  | 05/31/21 | 338.29   | 0.00    | 0.00     |           |
| Paid | 19 | 10/28/19  | 12/02/19 | 339.48   | 0.00    | 0.00     | 678.94    |
| Paid | 19 | 05/22/20  | 06/01/20 | 339.46   | 0.00    | 0.00     |           |
| Paid | 18 | 10/26/18  | 11/30/18 | 2,222.15 | 0.00    | 0.00     | 4,444.27  |
| Paid | 18 | 05/06/19  | 05/31/19 | 2,222.12 | 0.00    | 0.00     |           |
| Paid | 17 | 02/01/18  | 11/30/17 | 1,804.61 | 36.09   | 33.09    | 3,678.36  |
| Paid | 17 | 05/03/18  | 05/31/18 | 1,804.57 | 0.00    | 0.00     |           |
| Paid | 16 | 11/28/16  | 11/30/16 | 1,369.71 | 0.00    | 0.00     | 2,739.40  |
| Paid | 16 | 05/04/17  | 05/31/17 | 1,369.69 | 0.00    | 0.00     |           |

# CERTIFICATE OF SURVEY

## AGRICULTURE EXEMPTION

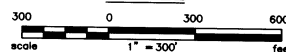
WITHIN S 1/2  
SEC. 29, T23N, R59E  
RICHLAND COUNTY, MONTANA



### LEGEND

- 1/4 SECTION CORNER - SET
- SECTION CORNER - SET
- REBAR WITH YELLOW CAP 15258 - SET
- REFERENCE MONUMENT
- 1/4 SECTION CORNER - EXISTING
- SECTION CORNER - FOUND
- REBAR OR PIPE - FOUND

### SCALE



SEC. T. R.

|    |     |     |
|----|-----|-----|
| 29 | 23N | 59E |
|----|-----|-----|

STATE OF MONTANA

COUNTY OF \_\_\_\_\_  
FILED FOR RECORD THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

522608 MAP  
STATE OF MONTANA RICHLAND COUNTY  
RECORDED: 01/21/2004 2:47 KOI: MAP  
PENNI D. LEWIS CLERK AND RECORDER  
FEE: \$6.50 BY: *Russell Young*  
TO: INTERSTATE ENGINEERING 425 E MAIN ST, SPOKANE, MT 59270

CERTIFICATE OF SURVEY

NUMBER: 27-717 ENV# 467A

**interstate engineering, inc.**

Engineering - Surveying - Planning  
P.O. Box 648 Sidney, Montana 406-433-5617



SHEET NO.

OF

28

| Revision No. | Date | By | Description |
|--------------|------|----|-------------|
|              |      |    | Item a.     |

|                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE OF SURVEY<br>SEC. 29, T23N, 59E<br>RICHLAND COUNTY, MONTANA<br>Drawn BY D.R.S./A.M.R. Project No. S03-9-9<br>Checked By T.S.J. Date APRIL 2003 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|

# CERTIFICATE OF SURVEY

## AGRICULTURE EXEMPTION

### WITHIN S 1/2

### SEC. 29, T23N, R59E

#### RICHLAND COUNTY, MONTANA

TRACTS OF LAND LOCATED WITHIN SOUTH HALF (S1/2) SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-THREE NORTH (T23N), RANGE FIFTY-NINE EAST (R59E) PRINCIPAL MERIDIAN MONTANA (P.M.M.) RICHLAND COUNTY, MONTANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TRACT 1**  
Commencing at the South Quarter corner of Section 29; thence N0°00'12"W a distance of 677.30 feet to the Point of Beginning; thence N0°00'12"W a distance of 763.90 feet; thence on the South side of the Lower Yellowstone Irrigation Project Main Drainage Ditch, S88°33'30"E a distance of 261.00 feet; thence continuing on South side of Main Drainage Ditch, N77°52'12"E a distance of 465.55 feet; thence continuing on South side of Main Drainage Ditch, S84°54'30"E a distance of 480.06 feet; thence continuing on South side of Main Drainage Ditch, S89°47'54"E a distance of 191.30 feet; thence continuing on South side of Main Drainage Ditch, S87°52'47"E a distance of 370.51 feet; thence on North side of Main Drainage Ditch, N88°40'18"W a distance of 373.79 feet; thence continuing on North side of Main Drainage Ditch, N63°32'31"W a distance of 126.80 feet; thence continuing on North side of Main Drainage Ditch, N81°25'00"W a distance of 580.30 feet; thence continuing on North side of Main Drainage Ditch, S78°52'08"W a distance of 467.42 feet; thence continuing on North side of Main Drainage Ditch, N87°12'50"W a distance of 248.12 feet; thence N0°00'12"W a distance of 1139.20 feet; thence on mid-section line, S88°38'07"E a distance of 2991.02 feet; thence S0°08'56"W a distance of 1537.44 feet; thence N86°52'08"W a distance of 101.00 feet; thence S0°08'56"W a distance of 138.72 feet; thence N86°53'36"W a distance of 2484.71 feet to the Point of Beginning. Said tract contains 115.53 acres, more or less.

**TRACT 2**  
Commencing at the South Quarter corner of Section 29; thence N0°00'12"W a distance of 77.30 feet to the Point of Beginning; thence N0°00'12"W a distance of 600.00 feet; thence S86°53'36"E a distance of 2484.71 feet; thence S0°08'56"W a distance of 138.72 feet; thence N86°53'36"W a distance of 2484.71 feet; thence N0°00'12"W a distance of 600.00 feet; thence S86°53'36"E a distance of 2484.71 feet; thence S0°08'56"W a distance of 138.72 feet; thence N86°53'36"W a distance of 2484.71 feet to the Point of Beginning. Said tract contains 32.07 acres, more or less.

**TRACT 3**  
Commencing at the Southwest corner of Section 29; thence N17°41'15"E a distance of 1121.22 feet to a point on the South side of the L.V.I.P. Main Canal, which is also the Point of Beginning; thence on the South side of the Main Canal, N17°24'23"E a distance of 104.92 feet; thence continuing on South side of the Main Canal, N71°39'17"E a distance of 515.92 feet; thence continuing on South side of the Main Canal, N46°07'35"E a distance of 118.06 feet; thence continuing on South side of the Main Canal, N21°45'55"E a distance of 273.90 feet; thence continuing on South side of the Main Canal, N46°11'46"E a distance of 176.07 feet; thence continuing on South side of the Main Canal, N70°02'22"E a distance of 119.16 feet; thence continuing on South side of the Main Canal, N73°08'21"E a distance of 291.19 feet; thence on the West side of Branch Drainage Ditch, S12°11'10"E a distance of 502.54 feet; thence on the North side of Main Drainage Ditch, S86°03'26"W a distance of 737.77 feet; thence continuing on the North side of Main Drainage Ditch, S86°57'19"W a distance of 292.72 feet; thence continuing on the North side of Main Drainage Ditch, S71°18'43"W a distance of 341.32 feet; thence continuing on the North side of Main Drainage Ditch, S86°38'29"W a distance of 380.65 feet; thence continuing on the North side of Main Drainage Ditch, S85°04'31"W a distance of 298.15 feet to the Point of Beginning. Said tract contains 19.81 acres, more or less.

**TRACT 4**  
Commencing at the East Quarter corner of Section 29; thence on mid-section line of Section 29, N86°36'07"W a distance of 75.00 feet; thence continuing on mid-section line, N86°36'07"W a distance of 2591.02 feet to the Point of Beginning; thence S0°00'12"E a distance of 1139.20 feet; thence on the North side of L.V.I.P. Main Drainage Ditch, N85°55'29"W a distance of 232.71 feet; thence continuing on North side of Main Drainage Ditch, N30°17'30"W a distance of 111.54 feet; thence on East side of Branch Drainage Ditch, N13°42'08"W a distance of 578.20 feet; thence on South side of Main Canal, N88°59'49"E a distance of 250.55 feet; thence continuing on South side of Main Canal, N46°33'15"E a distance of 152.50 feet; thence continuing on South side of Main Canal, N28°20'10"E a distance of 143.90 feet; thence continuing on South side of Main Canal, N6°02'55"E a distance of 152.84 feet; thence on the mid-section line, S86°36'07"E a distance of 7.10 feet to the Point of Beginning. Said tract contains 6.64 acres, more or less.

**ACCESSIBILITY EASEMENT 1**  
Commencing at the South Quarter corner of Section 29; thence on mid-section line, N0°00'12"W a distance of 77.30 feet to the Point of Beginning of a 60.00 foot wide easement, with 60.00 feet being on the right side of the following described centerline; thence continuing on mid-section line, N0°00'12"W a distance of 1450.10 feet; thence continuing on mid-section line, N0°00'12"W a distance of 1139.20 feet to the Point of Ending.

**ACCESSIBILITY EASEMENT 2**  
Commencing at the South corner of Section 29; thence on the east line of Section 29, N0°08'56"E a distance of 1550.00 feet; thence N86°51'04"W a distance of 30.00 feet to the Point of Beginning of a 40.00 foot wide easement, with 20.00 feet being on either side of the following described centerline; thence N86°51'04"W a distance of 45.00 feet to the Point of Ending.

**ACCESSIBILITY EASEMENT 3**  
Commencing at the South Quarter corner of Section 29; thence on mid-section line, N0°00'12"W a distance of 77.30 feet; thence continuing on said mid-section line, N0°00'12"W a distance of 1363.90 feet; thence on the south side of L.V.I.P. Main Drainage Ditch, N85°30'01"W a distance of 431.08 feet; thence continuing on the South side of Main Drainage Ditch, S71°01'19"W a distance of 422.71 feet; thence continuing on the South side of Main Drainage Ditch, S86°21'22"W a distance of 60.71 feet; thence on the left side of the following described centerline, with 40.00 feet on the left side of the following described centerline; thence N23°38'38"W a distance of 86.07 feet to the point where the left side of the easement changes to 40.00 feet, with 40.00 feet on the right side of the following described centerline; thence on the North side of Main Drainage Ditch, S86°03'26"W a distance of 154.14 feet; thence continuing on the North side of Main Drainage Ditch, S86°57'19"W a distance of 292.72 feet; thence continuing on the North side of Main Drainage Ditch, S71°18'43"W a distance of 341.32 feet; thence continuing on the North side of Main Drainage Ditch, S86°38'29"W a distance of 380.65 feet; thence continuing on the North side of Main Drainage Ditch, S85°04'31"W a distance of 298.15 feet; thence N86°36'25"W a distance of 96.51 feet to the Point of Ending.

Base of Bearing for above descriptions is GPS derived based on the Horn Station (Lonsdale) at the Sidney Airport.

#### PROPERTY OWNERS CERTIFICATE

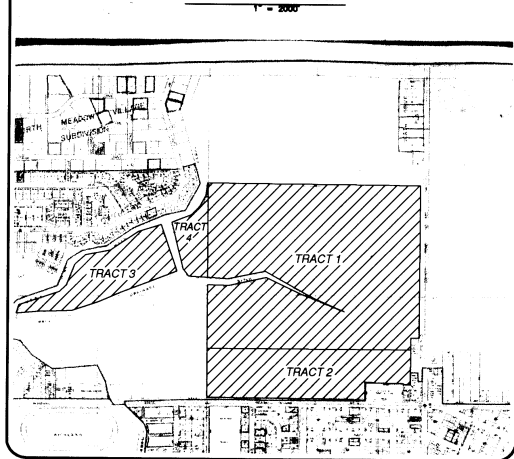
We the undersigned property owners hereby certify that the purpose of this survey is to create a parcel of land to be used exclusively for agricultural purposes, and that a covenant has been entered into by the parties to the transaction, running with the land and revocable only by mutual consent of the governing body and the property owner, that the land will be used exclusively for agricultural purposes, and that this survey is, therefore, exempt from review as a subdivision pursuant to section 76-3-207(1)(c), MCA. We also certify that there is no remainder.

This declaration, made this 12 day of Jan, 2007, by the Trust of Oscar Leroy Anderson, Dorothy E. Anderson, Georgette Marie Colon, William Peter Anderson, and Glenn P. and Getrude Anderson hereinafter referred to as the "Declarants".

That whereas, Declarants is the owner of certain property described and shown on this Certificate of Survey on file in the office of the Clerk and Recorder of Richland County, Montana. Now, therefore, Declarants hereby declares that the parcel described above shall be held, sold, and conveyed in any matter subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, administrators, and assigns, and shall bind each owner thereof. This covenant may be revoked by mutual consent of the owners of the parcel in question and the governing body of Richland County. The governing body is deemed to be a party to and may enforce this covenant. TO WIT:

The parcel described above shall be used exclusively for agricultural purposes and no building, house, dwelling, or structure requiring water or sewage facilities may be erected or utilized thereon.

#### VICINITY MAP



#### CERTIFICATE OF FILING BY CLERK AND RECORDER

State of Montana  
County of Richland  
I do hereby certify for record this 15 day of Jan, 2007 at 2:41 PM o'clock.  
Jenny Hyphen  
County Clerk and Recorder  
Richland County, Montana

#### CERTIFICATE OF LOWER YELLOWSTONE IRRIGATION PROJECT

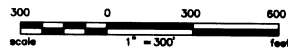
The Lower Yellowstone Irrigation Project of Sidney, Montana do hereby certify that it has examined this Certificate of Survey and hereby accepts all easements and dedications set forth thereon in this 21st day of March, 2007.

Jerry Hyphen  
Jenny Hyphen

#### LEGEND

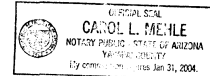
- 1/4 SECTION CORNER - SET
- 1/4 SECTION CORNER - EXISTING
- SECTION CORNER - SET
- SECTION CORNER - FOUND
- REBAR WITH YELLOW CAP - SET
- REBAR OR PIPE - FOUND

#### SCALE



Trust of Oscar Leroy Anderson  
Helen T. Anderson, Trustee  
State of Montana  
County of Richland  
On this 15 day of January, 2007, before me, the undersigned a Notary Public for the State of Montana, personally appeared Helen T. Anderson and Judy Hilton Janis, Trustees, Trust of Oscar Leroy Anderson, known to me to be the person that executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for the State of Montana  
Residing at 201 West Main Street, Sidney, MT 59270  
My commission expires 1/2/07



Dorothy E. Anderson  
State of Montana  
County of Richland  
On this 15 day of January, 2007, before me, the undersigned a Notary Public for the State of Montana, personally appeared Dorothy E. Anderson, known to me to be the person that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for the State of Montana  
Residing at 201 West Main Street, Sidney, MT 59270  
My commission expires 1/2/07



Georgette Marie Colon  
State of California  
County of Lake  
On this 2nd day of January, 2007, before me, the undersigned a Notary Public for the State of California, personally appeared Georgette Marie Colon, known to me to be the person that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for the State of California  
Residing at 201 West Main Street, Sidney, MT 59270  
My commission expires 1/2/07



William Peter Anderson  
State of California  
County of San Diego  
On this 17th day of Jan, 2007, before me, the undersigned a Notary Public for the State of California, personally appeared William Peter Anderson, known to me to be the person that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.

Notary Public for the State of California  
Residing at 201 West Main Street, Sidney, MT 59270  
My commission expires 1/2/07

#### CERTIFICATE OF COUNTY TREASURER

I, Donette A. Dapp, Richland County Treasurer, do hereby certify that no real property taxes assessed and levied on the land to be subdivided is unpaid.

Tax Statement No. 6098  
Dated this 15 day of Jan, 2007  
Sandy Christensen, Chief Deputy Treasurer  
Donette A. Dapp  
Richland County Treasurer  
201 West Main Street  
Sidney, Montana 59270



#### SURVEYOR'S CERTIFICATE

I, Troy Jensen, a Professional Land Surveyor, do hereby certify that the survey shown on the attached Certificate of Survey was performed by me or under my supervision. The field survey was performed in APRIL 2003 and the monuments found and set are of the character shown thereon. This Certificate of Survey does not represent a complete title search.

Dated this 21st day of November, 2003

Troy Jensen  
Troy Jensen, Montana Registration No. 15256LS  
Interstate Engineering, Inc.  
P.O. Box 648, Sidney, Montana 59270



| SEC. | T.  | R.  |
|------|-----|-----|
| 29   | 23N | 59E |

STATE OF MONTANA  
COUNTY OF \_\_\_\_\_  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.  
522608 MAP Page: 0  
STATE OF MONTANA RICHLAND COUNTY  
RECORDED: 01/21/2004 2:47 KOI: MAP  
PENNI D. LEWIS CLERK AND RECORDER  
FEE: \$6.50 BY: Penne Young  
TO: INTERSTATE ENGINEERING 425 E MAIN ST SIDNEY MT 59270

CERTIFICATE OF SURVEY  
NUMBER: 27-717 ENV# 467A

Interstate engineering, inc.  
Engineering - Surveying - Planning  
P.O. Box 648 Sidney, Montana 59270-0648-03-9817

| Item a. | Description | Date | Recorder No. |
|---------|-------------|------|--------------|
|         |             |      |              |

| CERTIFICATE OF SURVEY | SEC. 29, T23N, R59E | RICHLAND COUNTY, MONTANA | Project No. S03-9-9 |
|-----------------------|---------------------|--------------------------|---------------------|
| Drawn                 | AD.RS./A.M.B.       | Checked By               | DATE                |
|                       |                     |                          | APRIL 2003          |

|   |    |    |
|---|----|----|
| 2 | OF | 29 |
|---|----|----|

SHEET NO.

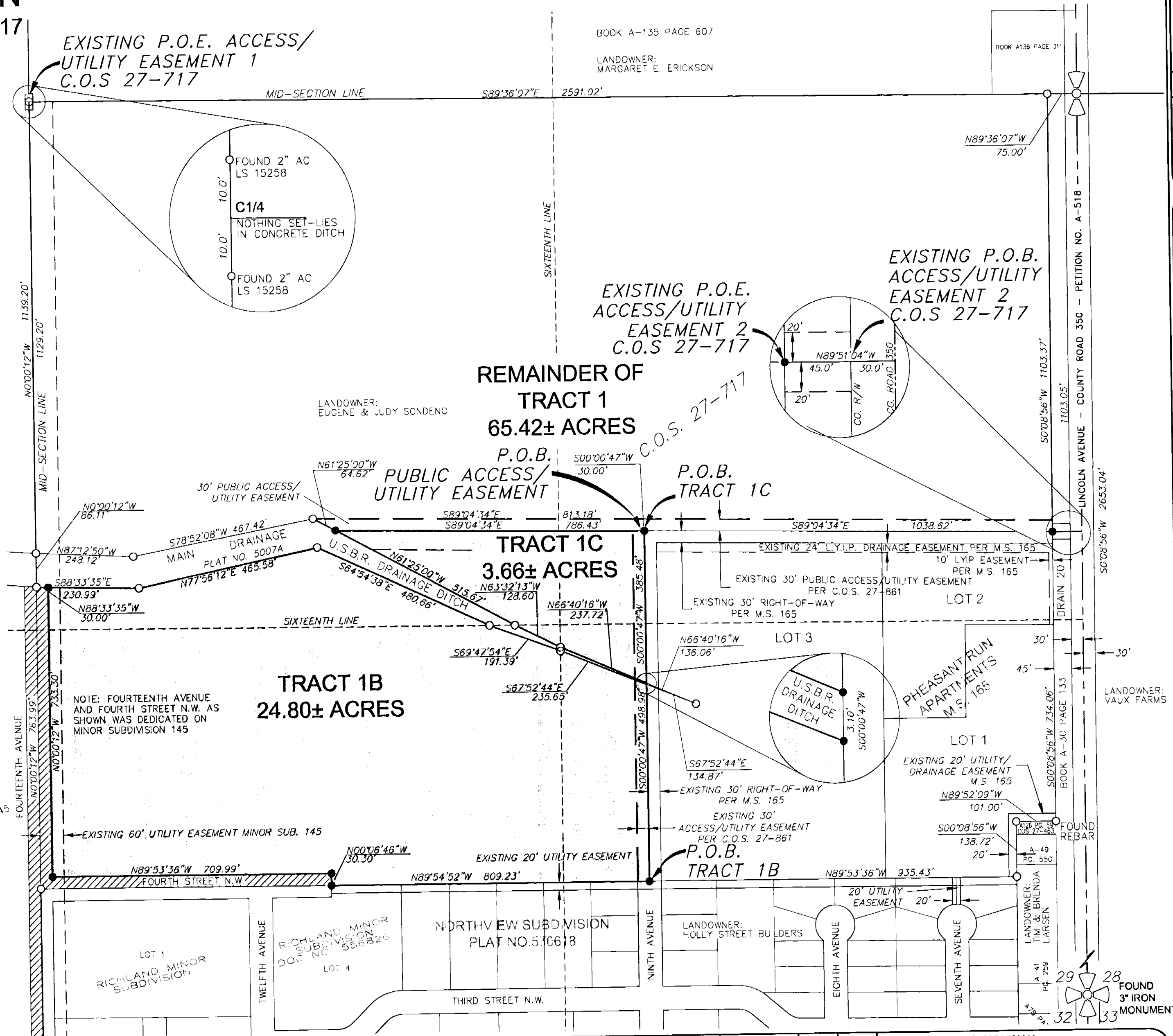
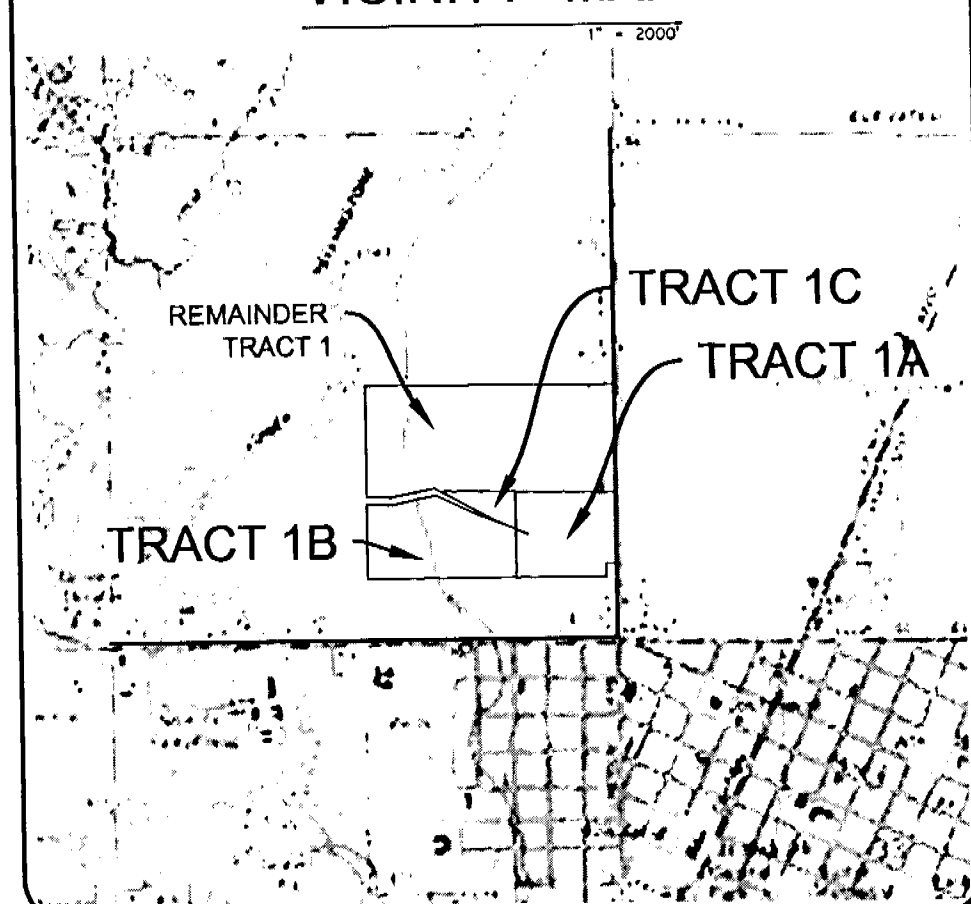
# CERTIFICATE OF SURVEY AGRICULTURE EXEMPTION

A PORTION OF TRACT 1 OF C.O.S. 27-717  
WITHIN SE 1/4  
SECTION 29, T23N, R59E, P.M.M.  
RICHLAND COUNTY, MONTANA



BOOK A-144 PAGE 215  
BOOK A-143 PAGE 342  
LANDOWNER:  
LINDA JO SEVERSON  
MINOR SUBDIVISION 145

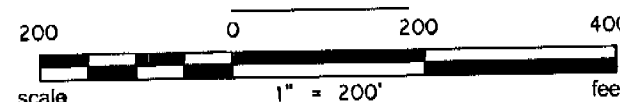
## VICINITY MAP



## LEGEND

- 1/4 SECTION CORNER - SET
- SECTION CORNER - SET
- REBAR WITH YPC OR OPC - SET
- 1/4 SECTION CORNER - EXISTING
- SECTION CORNER - FOUND
- FOUND REBAR W/ YPC LS 15258 (UNLESS NOTED OTHERWISE)

## SCALE



© 2012, INTERSTATE ENGINEERING, INC.

SEC. T. R.



29 23N 59E

STATE OF MONTANA

COUNTY OF

571772 MISC FILE Pages: 4

STATE OF MONTANA RICHLAND COUNTY

RECORDED: 08/20/2012 2:41 KOI: MAP

STEPHANIE VERHASSETT CLERK AND RECORDER

FEE: \$5.50

BY: *Christine Young*

TO:

BY

FEE PAID

CERTIFICATE OF SURVEY

NUMBER: 27-869

INTERSTATE  
ENGINEERING



Professionals you need, people you trust

1 of 2

SHEET NO.

| Revision No. | Date | By | Description |
|--------------|------|----|-------------|
|              |      |    |             |
|              |      |    |             |
|              |      |    |             |

CERTIFICATE OF SURVEY  
SEC 29, T23N, R59E

RICHLAND COUNTY, MONTANA

Project No.: S12-044

Date: JULY 2012

Drawn By: J.R.F.

Checked By: B.R.M.

Interstate Engineering, Inc.  
P.O. Box 648  
425 East Main Street  
Sidney, Montana 59270  
Ph (406) 433-5617  
Fax (406) 433-5618  
www.interstateeng.com

Other offices in Minnesota, North Dakota and South Dakota



Item a.

Preliminary Plat Application

Fee: \_\_\_\_\_

Subdivision Name: HOMESTEAD SUBDIVISION PHASE II

Date of Preapplication Meeting: 09/10/2024

Type: Major \_\_\_\_\_ First Minor \_\_\_\_\_ Subsequent Minor \_\_\_\_\_ Expedited X

Geo Code: 27-3444-29-4-03-07-0000; 27-3444-29-4-03-02-0000; 27-3444-29-4-03-03-0000; 27-3444-29-4-03-05-0000; 27-3444-29-4-03-06-0000; 27-3444-29-4-03-11-0000; 27-3444-29-4-03-15-0000

Location: NORTH OF HWY 16 ON 14<sup>TH</sup> AVE NW 685 FEET

Legal Description: S29, T23 N, R59 E, C.O.S. 27-869, PARCELS 1B & 1C; Lots 1, 2, & 3, Block 1; Lots 1 & 2, Block 2 LESS HOMESTEAD SUB PHASE I (FUTURE HOMESTEAD SUB PHASE II)

¼ Section: SE, Township: 23 N, Range: 59 E

General Location: CITY OF SIDNEY, MT. NORTH OF 4<sup>TH</sup> ST NW AND EAST OF 14<sup>TH</sup> AVE NW

Subdivider Information:

Name: DONALD STERHAN

Address: 2101 OVERLAND AVENUE

Telephone: 1-406-254-1677 E-mail: dsterhan@cr-builders.com

Owner Information: If different than Subdivider.

Name: MPEG Land Development, LLC

Address: 2101 Overland Ave, Billings, MT 59102-6456

Telephone: +1 (406) 254-1677 Email: dsterhan@cr-builders.com

Plat Data:

Gross Area: 16.29 Acres Net Area: 14.48 Acres Number of Lots: 2

Maximum Lot Size: 11.60 Acres Minimum Lot Size: 2.87 Acres Linear Feet of  
Streets: 1.507

Existing Zoning: B-2 Surrounding Zoning: B-1 & R-3

North: NA South: B-1 & R-3 East: R-3 West: NA

Existing Land Use: B-2

Proposed Land Use: B-2

**Parkland Requirement:** N/A

Land: \_\_\_\_\_ Acres: \_\_\_\_\_

Cash: \_\_\_\_\_ Cash: \$ \_\_\_\_\_

**Variances Requested (list and attach Variance Request):** N/A

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

#### **Service Providers for Proposed Subdivision**

Gas: MONTANA DAKOTA UTILITIES (MDU)

Electric: MONTANA DAKOTA UTILITIES (MDU)

Telephone: MID-RIVERS/CENTURY LINK

School (Elementary, Middle, High): SIDNEY PUBLIC SCHOOLS (ELEMENTARY/MIDDLE/HIGH)

Irrigation District: LOWER YELLOWSTONE IRRIGATION PROJECT

Cable Television: MID-RIVERS

#### **List of Materials Submitted with Application**

1. Existing Plat

2. Subdivision Guarantee

3. Preliminary Plat

4. Summary of Probably Impacts

**Agent Information**Name:   DONALD STERHAN  Address:   2101 OVERLAND AVENUE  Telephone:   1-406-254-1677   Email:   dsterhan@cr-builders.com  

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

2/5/2025**Owner of Record Date**2/5/2025**Owner Under Contract Date**

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

PHASE II OF THE HOMESTEAD SUBDIVISION  
(Being an amended plat of Lot 2, Block 2 of Phase I The Homestead Subdivision, Sidney,  
Richland County & portions of the SE1/4  
LOCATED IN SE 1/4  
SECTION 29, T23N, R59E, P.M.M.  
CITY OF SIDNEY, RICHLAND COUNTY, MONTANA

CERTIFICATE OF DEDICATION

We, MPEG LAND DEVELOPMENT, LLC., the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots as shown by the plat hereto annexed, the following described land in the City of Sidney, Richland County, to-wit:

Those portions of the Southeast 1/4 of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, described as follows:  
BEGINNING at the Northwest Corner of Lot 3 of Block 1 of Phase I The Homestead Subdivision, Richland County, Montana;  
Thence northerly along the east ROW of Fourteenth Avenue, N00°21'00"W 398.25 feet to a point on the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, Thence easterly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, S88°55'52"E 231.10 feet, Thence easterly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, N77°35'26"E 465.61 feet, Thence southerly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, S65°09'57"E 145.61 feet, Thence southerly along the west boundary of Lot 2 Block 2 of Phase I The Homestead Subdivision, S00°21'03"E 429.49 feet to the Northeast corner of Lot 1 Block 1 of Phase I The Homestead Subdivision, Thence westerly along the north boundary of Lots 1, 2 & 3 Block 1 of Phase I The Homestead Subdivision, S89°45'27"W 818.14 feet to the Point of Beginning.

AND Lot 2, Block 2, Final Plat of Phase I The Homestead Subdivision, Records of, City of Sidney, Richland County, Montana.  
AND Tract 1C, certificate of survey No 27-869, Records of Richland County, MT. Containing in all 14.80 acres of land, all as shown hereon.  
Subject to and together with easements as shown hereon.  
Subject to and together with easements of record.

The above described tract of land is to be known and designated as:  
**PHASE II THE HOMESTEAD SUBDIVISION LOT 2A CITY OF SIDNEY, MONTANA, TRACT 1C OF C. OF S. NO. 27-869,.**

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair, and removal of their lines and other facilities, in, over, under, and across each area designated on this plat as "Utility Easement" to have and to hold forever.

The undersigned hereby abandons, extinguishes and vacates easements not shown hereon, which were previously depicted within the area shown as "Future Phase II" of the final plat of Phase I The Homestead Subdivision, recorded as document no. 591288, records of Richland County, Montana. This abandonment applies only to easements that were not legally granted prior to this declaration.

We hereby certify that the purpose of this division of (Lot 2A) land is to aggregate parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(f), MCA.

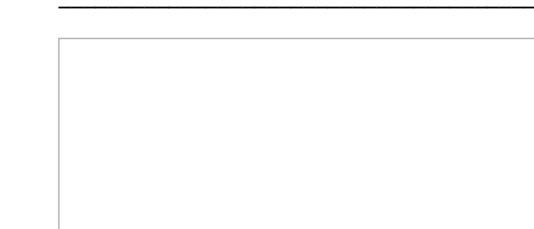
We hereby certify that the tracts are within jurisdictional areas that have adopted growth policies pursuant to Chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided to said tracts of land; therefore, these tracts of land are exempt from review by the Department of Environmental Quality pursuant to 76-4-125(1)(d).

MPEG LAND DEVELOPMENT, LLC

BY: Donald J. Sterhan, Managing Member

STATE OF \_\_\_\_\_ )  
 : ss.  
County of \_\_\_\_\_ )

This instrument was signed and acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by Donald J. Sterhan as Managing Member of MPEG LAND DEVELOPMENT, LLC.



CERTIFICATE OF CITY COUNCIL  
The Council of the City of Sidney, Montana does hereby certify that it has examined this Amended Plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use this:

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

RICK NORBY, Mayor JESSICA CHAMBERLIN, City Clerk

CITY OF SIDNEY PLANNER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

FORREST SANDERSON

CERTIFICATE OF SURVEYOR

I, Robert L. Procive, a Professional Land Surveyor, Licensed in the State of Montana, do hereby certify that the survey shown on the attached document was made by me or under my direct supervision. The field survey was performed in October, 2024, and the monuments found and set are of the character shown hereon.

Robert L. Procive, PLS  
Montana Registration No. 9015 LS

CERTIFICATE OF COUNTY TREASURER

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

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

Tax Statement No. \_\_\_\_\_.

Treasurer, Richland County, Montana.

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

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

CLERK & RECORDER



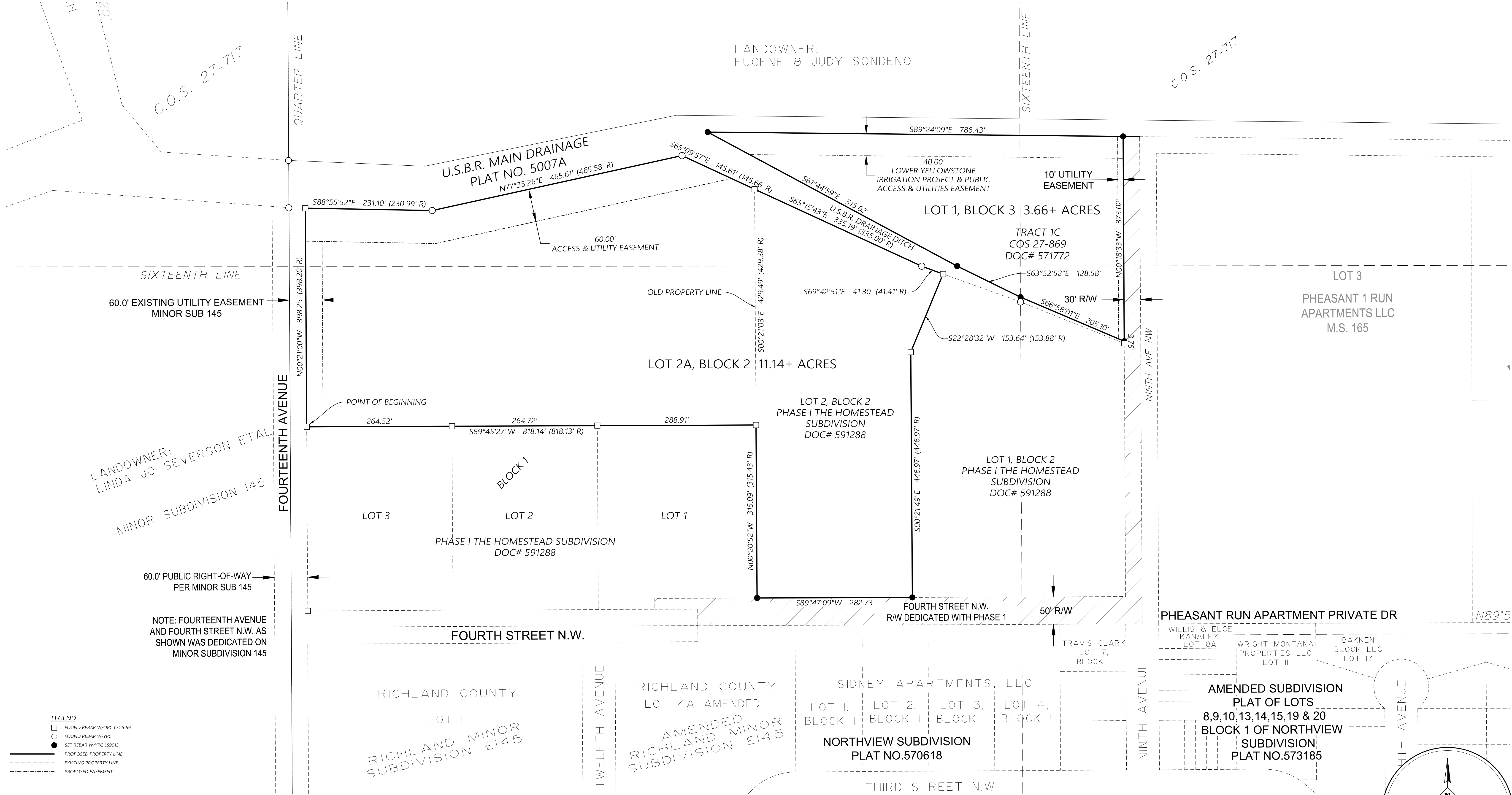
Prepared By:  
Interstate Engineering  
2177 Lincoln Ave SE  
PO Box 648  
Sidney, MT 59270  
(406) 433.5617  
www.interstateeng.com

PHASE II THE HOMESTEAD SUBDIVISION

|                                       |                  |                         |
|---------------------------------------|------------------|-------------------------|
| OWNER(S): MPEG Land Development, LLC. |                  |                         |
| FOR: PRELIMINARY PLAT                 |                  |                         |
| PURPOSE: AGGREGATION & SUBDIVISION    |                  |                         |
| DRAWN BY: MDR                         | SURVEYED BY: RLP | PROJECT NO: WR24-09-020 |
| CHECKED BY: AK                        | DESIGNED BY: ### | DATE: 11/20/2024        |

1 OF 2  
SHEET NO.

PHASE II OF THE HOMESTEAD SUBDIVISION  
(Being an amended plat of Lot 2, Block 2 of Phase I The Homestead Subdivision, Sidney,  
Richland County & portions of the SE1/4  
LOCATED IN SE 1/4  
SECTION 29, T23N, R59E, P.M.M.  
CITY OF SIDNEY, RICHLAND COUNTY, MONTANA

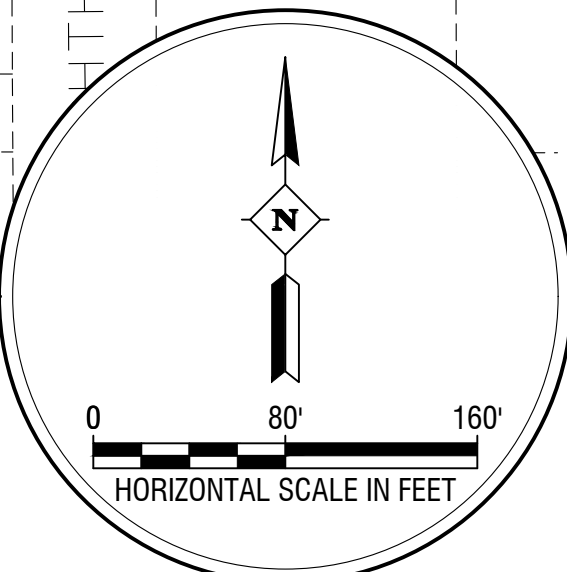


Prepared By:  
Interstate Engineering  
2177 Lincoln Ave SE  
PO Box 648  
Sidney, MT 59270  
(406) 433-5617  
www.interstateeng.com

| PHASE II THE HOMESTEAD SUBDIVISION |                             |              |     |
|------------------------------------|-----------------------------|--------------|-----|
| OWNER(S):                          | MPEG Land Development, LLC. |              |     |
| FOR:                               | PRELIMINARY PLAT            |              |     |
| PURPOSE:                           | AGGREGATION & SUBDIVISION   |              |     |
| DRAWN BY:                          | MDR                         | SURVEYED BY: | RLP |
| CHECKED BY:                        | AK                          | DESIGNED BY: | ### |
| PROJECT NO:                        | WR24-09-020                 |              |     |
| DATE:                              | 11/20/2024                  |              |     |

2 OF 2

SHEET NO.



# ***GUARANTEE***

Issued by

***Flying S Title and Escrow of Montana, Inc.***  
***204 North Kendrick Ave., Suite 205, Glendive, MT 59330***  
***Title Officer: Mel Fohl***  
***Phone: (406)365-5482***  
***FAX: (406)365-5835***



***First American Title™***

Item a.

Form 5010500 (7-1-14)

Guarantee Number: 501055-5010500-1135834-G

## Guarantee Face Page

*Issued By*

***FIRST AMERICAN TITLE INSURANCE COMPANY***



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***First American Title Insurance Company***

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

**SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE**

Item a.

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

**GUARANTEE CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

**2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

**3. NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. PROOF OF LOSS OR DAMAGE.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.  
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. LIMITATION OF LIABILITY.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. PAYMENT OF LOSS.**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



*First American Title*

# Guarantee

## Subdivision Guarantee

Item a.

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**5010500-1135834-G**

Subdivision or Proposed Subdivision: To Be Determined

Order No.: 1135834-G

Reference No.:

Fee: \$150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Interstate Engineering

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH DAWSON COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

**All that part of Farm Unit No. 105 of the Buffalo Rapids Project lying East of Interstate 94, being in the Lots 3, 4 (W $\frac{1}{2}$ SW $\frac{1}{2}$ ) of Section 30 and Lots 1, 2 (W $\frac{1}{2}$ NW $\frac{1}{4}$ ), E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 31, Township 15 North, Range 55 East, M.P.M. and in the SE $\frac{1}{4}$  of Section 25, the E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$  of Section 36, Township 15 North, Range 54 East, M.P.M. According to the official plat of said Farm Unit No. 105, filed as Document No. 229238 in the office of the County Clerk and recorder in and for Dawson County, Montana.**

**-LESS AND EXCEPTING those certain parcels of land deeded to the State of Montana for the benefit and use of its State Highway Commission, more particularly described in that certain Bargain and Sale Deed recorded June 11, 1973 in Book A-135 of Deeds, page 340, Dawson County records.**

**-ALSO LESS AND EXCEPTING A tract of land being a part of Farm Unit 105 of the Buffalo Rapids Project, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 25 and the NE $\frac{1}{4}$  of Section 36, Township 15 North, Range 54 East, and Lot 4 of Section 30 and in the E $\frac{1}{2}$ NW $\frac{1}{4}$ , Lots 1 and 2 of Section 31, Township 15 North, Range 55 East, Principal Meridian Montana, Dawson County, Montana, more particularly described as Certificate of Survey No. 910, filed August 20, 2003 at 8:45 A.M. as Document No. 420167 in the office of the County Clerk and Recorder in and for Dawson County, Montana.**

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Dawson County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Heirs of Loren L. Boese, deceased. Sharla Boese has been appointed Personal Representative of the Estate.;

Heirs of Sharla Boese, deceased. Mandy Kutzler has been appointed Personal Representative of the Estate.; Jeffrey M. Boese.

All as to the equitable interest created by that Unrecorded Contract of Sale executed by John R. Devier as Seller and Loren L. Boese, Sharla D. Boese and Jeffrey M. Boese, as buyers, recorded March 31, 2003 in Book A177 of Deeds, page 408.

Item a.

Amended Notice of Purchasers' Interest recorded December 20, 2017 as Document NO. 462974, Dawson County records. Amendment assigns Sellers interest from the Estate of John R. Devier, deceased to the following:

Shirley Malkuch  
Stuart Smith  
Jeannine Freiboth  
Brian D. Huotari  
Linda Burke  
Russell G. Huotari

(B) Parties holding liens or encumbrances on the title to said lands are:  
NONE

(C) Easements, claims of easements and restriction agreements of record are:

1. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Dawson to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Dawson County.
2. 2024 taxes and special assessments are an accruing lien, amounts not yet determined or payable.
3. Second one-half 2023 taxes and special assessments.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

|      |            |          |             |          |               |                |
|------|------------|----------|-------------|----------|---------------|----------------|
| Year | First Half | / Status | Second Half | / Status | Parcel Number | Covers         |
| 2023 | \$817.84   | paid     | \$817.84    | due      | RIE2395       | Subject Land   |
| 2023 | \$1003.24  | paid     | \$1003.23   | due      | RIE2395       | Buffalo Rapids |

|                                   |               |                |                      |               |
|-----------------------------------|---------------|----------------|----------------------|---------------|
| <b>Supplemental 2023 Tax Bill</b> | <b>Amount</b> | <b>/Status</b> | <b>Parcel Number</b> | <b>Covers</b> |
|                                   | \$38.17       | not paid       | RIE2395              | Subject Land  |

**This property may be in a County in which a revised 2023 tax bill may be issued by the County Treasurer's Office. This bill will replace the bill sent in late October 2023. A revised tax bill impacts prorations and lender escrow reserve accounts paid at closing. Please contact the County Treasurer's office for more information. The prorated taxes will be calculated based on the amounts shown above unless the parties instruct otherwise.**

4. Any charges, liens, assessments, ditches, canals, laterals, or drains created by virtue of the said lands lying within the Buffalo Rapids Irrigations District of Dawson County, Montana.

5. Any charges, liens, assessments, ditches, canals, laterals, or drains created by virtue of the said lands lying within the Clear Creek Irrigation District of Dawson County, Montana.
6. Grant of Easement recorded July 10, 1940 in Book A-60 of Deeds, page 31, Dawson County records.
7. Reservations and exceptions as contained in that certain Quitclaim Deed recorded April 3, 1950 in Book A-73 of Deeds, page 98, Dawson County records.
8. Terms and conditions of that certain document recorded September 8, 1953 in Book A-89 of Deeds, page 237, Dawson County records.
9. Contract and Donation Easement recorded September 25, 1953 in Book A-89 of Deeds, page 455, Dawson County records.
10. Electric Line Easement recorded June 3, 1957 in Book A-100 of Deeds, page 549, Dawson County records.
11. Right-of-Way Easement recorded June 25, 1987 in Book A-156 of Deeds, page 386, Dawson County records.
12. Terms and conditions of that certain Agreement recorded December 30, 1940 in Book E-8 of Misc., page 296, Dawson County records.
13. Grant of Right of Way Easement recorded August 8, 1946 in Book A-68 of Deeds, page 290, Dawson County records.
14. Grant of Easement recorded May 9, 1940 in Book A-59 of Deeds, page 538, Dawson County records.
15. Right of Way Easement recorded May 26, 1976 in Book A-139 of Deeds, page 539, Dawson County records.
16. Electric Line Easement recorded November 9, 1970 in Book A-131 of Deeds, page 524, Dawson County records.
17. Terms and conditions of that certain document recorded May 22, 1975 in Book E-56 of Misc., page 50, Dawson County records.
18. Underground Electric Right-of-Way Easement recorded December 6, 1976 in Book A-140 of Deeds, page 784, Dawson County records.
19. Electric Line Easement recorded March 21, 1994 in Book A-166 of Deeds, page 454, Dawson County records.
20. Relinquishment of right of access to state highway and of light, view and air under terms of Deed to the State of Montana, recorded June 11, 1973 in Book A-135 of Deeds, page 340, Dawson County records.
21. Premises subject to U.S. Main Canal, U.S. Drains and county roads as disclosed on plat of said Farm Unit No. 105.
22. The effect of any failure to comply with the terms, covenants or conditions of the agreement referred to in Paragraph A of Schedule A.

Date of Guarantee: April 08, 2024 at 7:30 A.M.

By:   
Authorized Countersignature

**REQUIREMENTS:**

In order to remove the interest of Loren L. Boese, requirement that a Quit Claim Deed from the Estate of Loren L. Boese to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder for Dawson County, Montana.

In order to remove the interest of Sharla D. Boese, requirement that a Quit Claim Deed from the Estate of Sharla D. Boese to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder for Dawson County, Montana

In order to remove the interests of Shirley Malkuch, Stuart Smith, Jeanine Freiboth, Brian D. Huotari, Linda Burke and Russell G. Huotari, we require Quit Claim Deeds from each party to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder in Dawson County, Montana.

## ***SUMMARY OF PROBABLE IMPACTS***

### ***THE AMENDED PLAT OF LOTS 1-12, BLOCK 2, SOUTH PARK ADDITION TO SIDNEY, MONTANA, THAT PARCEL SHOWN ON C. OF S. NO. 27-516, AND TRACT 1 OF C. OF S. NO. 27-602***

Project Summary: The subject property is occupied by Gem City Motors, a new and used car dealership. The property has been used as one single property for many years; the objective of this amended plat is to aggregate all of the lots/tracts into one single overall property to best fit its present and historic use. The subject property is currently zoned Central Business (B-3). The neighboring properties to the North, East, and South are also zoned Central Business. Properties across Lincoln Avenue South and to the West are zoned Multiple Family Residential and Single Family Residential.

#### ***1. Effect on Agriculture***

The use of the property is not anticipated to change little to no effects on agriculture are expected.

#### ***2. Effect on Agricultural Water User Facilities***

It is anticipated that there will be little to no effect on agricultural water user facilities.

#### ***3. Effects on Local Services***

It is anticipated that there will be little to no effect on local services by aggregating the existing lots/tracts into one single overall property. The use of the property is not anticipated to change.

#### ***4. Effect on Natural Environment***

It is anticipated that there will be little to no effect on the natural environment. The use of the property is not anticipated to change.

#### ***5. Effect on Wildlife and Wildlife Habitat***

It is anticipated that there will be little to no effect on wildlife and wildlife habitat.

#### ***6. Effect on Public Health and Safety***

It is anticipated that there will be little to no effect on public health and safety. The proposed subdivision should have no adverse effect on the surrounding area or owners since the use will remain the same. The proposed subdivision is not located within a 100-year flood plain or floodway.



**STAFF REPORT #MNR-25-01**  
**Homestead Subdivision Phase 2 - Minor Subdivision**  
**February 28, 2025**

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

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

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

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

**REGULATORY REQUIREMENTS**

**Sidney Subdivision Regulations**  
**Chapter 5A**

**1. Information to be Considered**

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

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

- ✓ The application was submitted for public review on February 19, 2025.
- ✓ Element Review identified deficiency which was corrected on February 26, 2025
- ✓ Sufficiency Review was completed on February 27, 2025.
- ✓ The review timeline for Minor Subdivisions is 35 working days. The review timeline for this project expires on April 17, 2025.
- ✓ The project has been scheduled for consideration and public comments at the March 17, 2025 City Council meeting.

As an Expedited Subsequent Minor Subdivision of a Tract of Record, the city may require parkland dedication if the intended use is residential, the preparation of a Summary of Probable Impacts, and hold

a formal public hearing, with comment limited to compliance with Zoning, and the availability of public utilities. The application includes a summary of probable impacts addressing the review criteria found in §76-3-608 MCA.

**Proposed Mitigations:**

➤ None

## 2. Review Criteria

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

### a) Compliance with These Regulations

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

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

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

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

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

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

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

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

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

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

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

### 3. Limitations

- a) Prohibition on Requiring Capital Facilities for Education ([76-3-510, MCA](#))  
Although the governing body may require the subdivider to pay or guarantee payments for part or all of the costs of extending capital facilities related to public health and safety, the costs of

constructing or extending capital facilities related to education may not be imposed on the subdivider.

- b) Restrictions on Conditional Approval or Denial for Water and Sanitation ([76-3-608\(6\), MCA](#))  
The governing body may conditionally approve or deny a proposed subdivision as a result of the water and sanitation information provided in the preliminary plat application or on public comment related to the provided sanitation information only if the conditional approval or denial is based on existing subdivision, zoning, or other regulations that the governing body has the authority to enforce.
- c) Limitation on Waivers of the Right to Protest Improvement Districts ([76-3-608\(7\), MCA](#))  
The governing body may not require as a condition of subdivision approval that a property owner waive a right to protest the creation of a special improvement district or a rural improvement district for capital improvement projects that does not identify the specific capital improvements for which protest is being waived. A waiver of a right to protest may not be valid for a time period longer than 20 years after the date the final subdivision plat is filed with the county clerk and recorder.
- d) Restriction on Encroachment onto Adjoining Private Property ([76-3-608\(8\), MCA](#))  
The governing body may not approve a proposed subdivision if any of the features and improvements of the subdivision encroach onto adjoining private property in a manner that is not otherwise provided for under the Montana Sanitation in Subdivisions Act or these regulations or if the well isolation zone of any proposed well to be drilled for the proposed subdivision encroaches onto adjoining private property unless the owner of the private property authorizes the encroachment. For the purposes of this section, “well isolation zone” has the meaning provided in 76-4-102, MCA.
- e) No Denial Solely for Education or Wildland Urban Interface ([76-3-608\(1\), MCA](#))  
The governing body may not deny a proposed subdivision solely for impacts to educational services or designation or based solely on parcels within the subdivision having been designated as urban-wildland interface parcels under 76-13-145, MCA.
- f) No Delay or Denial Based on Failure of Public Utility or Agency to Comment (76-3-504(1)(i), MCA)  
The governing body may not delay a decision on the preliminary plat application past the review period time limits provided in these regulations and may not deny a preliminary plat application due to failure of any public utility or agency to provide comments on the application.

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

#### CONCLUSION:

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

#### RECOMMENDATION:

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

1. That the Final Plat substantially comply with the documents, commitments, design and layout of the preliminary plat.
2. That a Subdivision Guarantee for the properties involved in the aggregation submitted for examination by the Subdivision Administrator. Said Subdivision Guarantee shall be less than 30 days old at the time of submittal.
3. That any lien holders' and owners sign the Final Amended Plat or provide a Consent to Plat to the filing of the Amended Plat.
4. That all taxes or assessments that are due and levied on the lots to be aggregated be paid prior to filing the Amended Plat.
5. If the uses of the property are residential, a parkland dedication or cash-in-lieu payment equal to 0.03 acres per dwelling unit. Commercial uses are exempt from the dedication of parkland.
6. Proposed Mitigation: The provision of water and sewer for the lots in the subdivision including required main extensions shall be reviewed and approved by the Montana Department of Environmental Quality.
7. The developer shall comply with all City of Sidney Department of Public Works requirements with provision of water, sewer, or solid waste services to the lots in the subdivision.
8. That the Final Amended Plat is approved for filing within three (3) calendar years from the date of this approval.

Respectfully submitted,

Forrest Sanderson AICP and CFM  
Contracted Planner  
City of Sidney

To the City of Sidney

Richland County, Montana

Montana-Dakota Utilities Co., a corporation, having its principal place of business at 400 North Fourth Street, Bismarck, North Dakota 58501, hereby makes application for a franchise, granting to it the right to construct, maintain and operate within and upon, in and under the streets, alleys and public grounds of your municipality a gas transmission and distribution system for transmitting and distributing natural or manufactured gas, or a mixture of both for public and private use in the City of Sidney, Montana. The extent and conditions of such rights and privileges are more fully set forth in the attached copy of the proposed gas franchise ordinance.

The Company respectfully requests that you take the necessary steps for the granting of such franchise.

MONTANA-DAKOTA UTILITIES CO.

By   
Regan Brilz  
Region Director

## ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING TO MONTANA-DAKOTA UTILITIES CO., A CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE FRANCHISE AND RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE, WITHIN AND UPON, IN AND UNDER THE STREETS, ALLEYS AND PUBLIC GROUNDS OF THE CITY OF SIDNEY, RICHLAND COUNTY, MONTANA A NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM FOR TRANSMITTING AND DISTRIBUTING NATURAL OR MANUFACTURED GAS, OR A MIXTURE OF BOTH, FOR PUBLIC AND PRIVATE USE.

BE IT ORDAINED BY

THE CITY COUNCIL, CITY OF SIDNEY, RICHLAND COUNTY, MONTANA

SECTION I. For convenience, herein, said municipal corporation is designated and referred to as "Municipality" and Montana-Dakota Utilities Co. is designated and referred to as "Grantee." Any reference to either includes their respective successors and assigns.

SECTION II. There is hereby granted to Montana-Dakota Utilities Co., a corporation, Grantee, its successors and assigns, subject to the limitations herein stated, the right and franchise to occupy now and use the streets, alleys and public grounds of the Municipality as now, or hereafter constituted, for the purpose of constructing, maintaining, and operating, within, upon, in and under the same, a natural gas transmission and distribution system for transmitting and distributing natural or manufactured gas, or a mixture of both, for public and private use.

SECTION III. Grantee shall maintain an efficient distribution system for furnishing natural or manufactured gas, or a mixture of both, for public and private use at such reasonable rates as may be approved by the Public Service Commission of the State of Montana and under such orders, rules or regulations as may be issued by a federal or state agency having jurisdiction thereof.

SECTION IV. This franchise shall not be exclusive and shall not be construed to prevent the Municipality from granting to any other party the right to use the streets, alleys, and public grounds of the Municipality for like purposes.

SECTION V. The Municipality reserves any right it may have, under its police power, or otherwise, to control or regulate the use of said streets, alleys, and public grounds by Grantee. This section shall not affect the right of Company to receive compensation for the expense of changing, removing or relocating its facilities located in private right of way. Further, if at any time said Municipality shall vacate any street, alley or public grounds in which Company's facilities are located, an alternate route or private property easement shall be provided to Company. Company shall not be required to

relocate facilities when any street, alley or public grounds in which they are located is vacated for the convenience of abutting property owners or another private party and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Company.

SECTION VI. Unless otherwise provided in any permit or regulation of the Municipality under separate ordinance, Grantee may trim trees and shrubs in and over the streets, alleys and public grounds to the extent Grantee determines is necessary to avoid interference with the construction, operation, maintenance and repair of the natural gas transmission or distribution facilities.

SECTION VII. Grantee shall indemnify and save and hold the Municipality harmless from any loss or damage due to the construction, installation, and maintenance of its distribution system, and its use of the streets, alleys, and public grounds of the Municipality; however, Grantee shall not be required to indemnify and save or hold the Municipality harmless from loss or damage to the extent such loss or damage is caused by the acts, omissions, or negligence of the Municipality, its employees, assigns, agents, contractors, or other persons under its direction or control.

SECTION VIII. Grantee shall have the right to assign this franchise to any party, or corporation, but all obligations of Grantee hereunder shall be binding upon its successors and assigns.

SECTION IX. Within thirty (30) days after Grantee is notified of passage and final approval of this Ordinance, Grantee shall file with the clerk or auditor of the Municipality its written acceptance of this franchise.

SECTION X. This franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the date upon which this ordinance shall become effective as provided by law.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_  
Auditor

\_\_\_\_\_  
Mayor-Chairman

(Seal of the Municipality)

**Sidney Police Department  
Month End Report  
Month Ending: February 2025**

| Arrested Persons       |  | Number Of Arrested Persons |
|------------------------|--|----------------------------|
| Adult Arrestee         |  | 22                         |
| Juvenile Arrestee      |  | 0                          |
| Total Arrested Persons |  | 22                         |

| Total Offenses Charged |  | Felony | Misdemeanor | Other | Total |
|------------------------|--|--------|-------------|-------|-------|
| Adult                  |  | 8      | 23          | 1     | 32    |
| Juvenile               |  | 0      | 0           | 0     | 0     |
| Total                  |  | 8      | 23          | 1     | 32    |

| Case Information   |  | Felony | Misdemeanor | Other | Total |
|--------------------|--|--------|-------------|-------|-------|
| Offenses Reported  |  | 10     | 67          | 1     | 81    |
| Offenses Cleared   |  | 9      | 63          | 1     | 75    |
| Offenses Pending   |  | 1      | 4           | 0     | 6     |
| % of Cases Cleared |  | 90%    | 94%         | 100%  | 93%   |

| Traffic Information        |  | Total |
|----------------------------|--|-------|
| Traffic/Criminal Citations |  | 76    |
| Written Warnings           |  | 192   |
| Parking Citations          |  | 1     |
| Accidents Investigated     |  | 15    |
| DUI's                      |  | 11    |

| Miscellaneous Information |  | Total            |
|---------------------------|--|------------------|
| Courtesy Vehicle Unlocks  |  | 24               |
| Animals Impounded         |  | 3                |
| Court Hours               |  | 1                |
| Overtime Hours            |  | 93.25@\$4,870.65 |
| Calls for Service         |  | 380              |

Reported by: Tammy Runyan

## February-25

### PUBLIC WORKS MONTHLY REPORT

Item a.

| DEPARTMENT       | HOURS | YEARS TOTAL |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|-------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STREET           | 334   | 977.5       | 12.0 hours of street repair, 0.0 hours of alley repair, 0.0 hours of sweeping, 169.0 hours of repair of street equipment, 145.0 hours of shop cleanup/shop equipment, 0.0 hours of repair of street markers/signage, 441.0 hours of snow removal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| STREET SWEEPING  | 0     | 0           | 0.0 of Street Sweeping<br>Rebuilding and testing of replaced conveyor system on Unit P1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| ICE & SNOW       | 441   | 632.5       | 441.0 Hours of Ice and Snow Removal, 28.5 Tons of sand spread<br>33 total loads for snow removed from the streets during the month of February.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| PARKS            | 94    | 241         | All park are winterized. All leaves within all parks have been picked up and is complete. 0.0 Hrs. of mowing, 0.0 Hrs. of watering, 40.5 Hrs. of record keeping and grant applications. 51.5 Hrs. of Park Equipment Maintenance and 3.0 Hrs. of Park clean-up, and 2.0 Hrs. of Replacement & Repairs of Playground Equipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| GARBAGE          | 683   | 1583        | 315.09 Tons of Garbage picked up, 2,900.0 miles driven, 989.33 gallons of fuel used, 61 total loads. 544.5 Manhours of Garbage Hauling, 16.0 Manhours of Alley Clean-up, 122.5 manhours of Sanitation Equipment Maintenance<br>Year to date total tons hauled = 678.94 - Average Daily Tons = 11.25<br>Total Fuel \$3,073.78                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| WATER            | 219   | 529.5       | 8.5 Hours of meter reading, 7.0 Hours of meter repairs, 22.0 Hours of water equipment maintenance, 44.0 Hours of maintenance of hydrants, valves and mains, 6.0 Hours of office and records, and 131.5 Hours of treatment plant operation and testing, 0.0 Hours for Lead/Copper Rule Compliance Study.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| SEWER            | 527.5 | 1064.5      | 8.0 hours of sewer main cleaning & TV inspection, 279.0 hours of maintenance of Sewer mains, manholes & equipment, 28.0 Hrs. of Maintenance of Lift Stations, 230.5 Hrs. of Maintenance of Storm Sewers, 2.0 Hrs. of Office & Records, 240.5 of Treatment Plant Operation & Maintenance, <u>1 Sewer Call for February - No fault of the city.</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GENERAL CITY     | 13    | 97.5        | 173.0 Hours of Vacation Time<br>184.0 Hours of Sick Leave<br>86.0 Hours of Overtime,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| SHOP, MECHANICAL | 169   | 318.5       | STREET<br>544 P1 - Replaced Quick coupler on Hyd. Hose<br>Unit 117.2 - Regular Service<br>Unit 117.1 - Regular Service<br>AMI Snow Blade - Rewiring of pigtail, Replace cutting edges<br>Unit 098 - KW300 Replace air filter<br>SWEEPING<br>Unit P-2 -<br>Unit P-1 -<br>ICE&SNOW<br>Salt Dogg Sander - repair spinner<br>AMI Snow Wing #1 - Re-wiring of pigtail, Replace cutting edges<br>AMI Snow Wing #2 - Replace cutting edges<br>PARKS<br>Unit 408 - Install new tires<br>SOLID WASTE<br>Unit 835 - Add Hyd. Fluid, Replace Hyd. Pump Hose, Replace Packer Proxi Switch<br>Unit 421 - Replaced gripper pads, Replace Window, hydraulic hose & arm Bearings<br>Unit 417 - Grappel Arm Repairs<br>Unit 422 - Forced Regen - Tri County Equipment, Replace Hyd. Hose, Tire Repair<br>Unit 425 - In shop for major repairs to the packer system.<br>WATER<br>Unit 215 - Regular Service<br>SEWER<br>Unit 351 - Replaced Hydraulic Hose, Repair of all oil leaks<br>Unit 311 - Replaced Taillight, Air Filter Box Assembly<br>Camera Trailer - Replaced Battery |

# Compliance Officer Report

| Properties               | Noticed | Abated | Outstanding |
|--------------------------|---------|--------|-------------|
| Mowing (9-5-1 and 9-5-2) |         |        | 0           |
| Other                    |         |        | 0           |
| <b>Totals</b>            | 0       | 0      | 0           |

| Vehicles                               | Noticed | Abated | Outstanding |
|----------------------------------------|---------|--------|-------------|
| Trailers (10-2-15)                     | 4       | 4      | 0           |
| On Street Excess of 5 Days (61-8-56)   | 21      | 21     | 0           |
| Semi's (10-2-18)                       |         |        | 0           |
| Other                                  |         |        | 0           |
| <b>Total (Travis towed 6 vehicles)</b> | 25      | 25     | 0           |

| Nuisance Properties                                                             | # of Properties |
|---------------------------------------------------------------------------------|-----------------|
| On Nuisance Committee Agenda WILL UPDATE NEXT MONTH AS PROPERTIES GET RE-LISTED |                 |
| Approval to be noticed by Nuisance Committee for Abatement                      |                 |
| Dispatched for Abatement                                                        |                 |
| <b>Totals</b>                                                                   | 0               |

March 10, 2025

Montana Department of Commerce  
Community Development Block Grant Program

RE: Sidney matching funds for Richland County's Growth Policy

To whom it may concern,

The City of Sidney is committed to the success of Richland County's Growth Policy, which will include public meetings with the residents of Sidney. The City is pledging a financial contribution of \$\_\_\_\_\_ toward the implementation of the project.

Sincerely,

## Memo

2.5.2025

**TO: RICHLAND COUNTY COMMISSION, SIDNEY CITY COUNCIL, FAIRVIEW TOWN COUNCIL**

**CC: JOSH JOHNSON, RICHLAND COUNTY PUBLIC WORKS DIRECTOR; JESSICA CHAMBERLIN, SIDNEY CITY CLERK; FAYE CARLSON, FAIRVIEW TOWN CLERK; FORREST SANDERSON, SIDNEY PLANNER; RICHLAND COUNTY PLANNING BOARD**

**FROM: INTERSTATE ENGINEERING**

**Re: RICHLAND COUNTY GROWTH POLICY; SIDNEY GROWTH POLICY; FAIRVIEW GROWTH POLICY; RICHLAND COUNTY ZONING FEASIBILITY STUDY**

---

### Purpose of the Memo

This memo serves to provide an overview of the upcoming Richland County Zoning Feasibility Study and Growth Policy for Richland County, Fairview and Sidney, which is based on Montana Code Annotated (MCA) 76-1-601. The Growth Policy outlines the county's vision for development, land use, and infrastructure, ensuring sustainable and strategic growth in alignment with the needs of the community. The zoning feasibility study will be occurring simultaneously.

---

### Background

As required under MCA 76-1-601, local governments in Montana are authorized to prepare and adopt a Growth Policy. While not a regulatory document, the Growth Policy guides decision-making processes related to land use, subdivision review, public services, and other planning-related matters. The policy is instrumental in aligning the community's goals with legal and procedural frameworks.

### Funding

The Growth Policy is being partially funded by the Community Development Block Grant program (CDBG) for \$50,000 as reimbursement to the County. The local match is being met by Richland County contributing \$38,000. The City of Sidney and Town of Fairview have also stated that they will be financially participating.

---

### Schedule and Budget

#### February & March:

- Task 1: County Existing Conditions Research – Interstate Engineering Team
- Task 2: Sidney Existing Conditions Research – Interstate Engineering Team
- Task 3: Fairview Existing Conditions Research – Interstate Engineering Team
- Task 4: Kickoff meeting with CDBG & Contract signatures; finalization of funding from Sidney and Fairview – Richland County, Sidney & Fairview, with assistance from Interstate Engineering Funding Team

### April & May

- Task 4: Public Involvement \_Interstate Engineering Team
  - Kickoff Meetings with Planning Board, County Commission, Fairview Council, Sidney Council
  - Stakeholder Meetings (Chambers of Commerce; Rural Communities; Businesses; Seniors; Youth/Parent)
  - Community Meetings (Fairview, Sidney, Savage, Girard, Lambert)
  - Online Engagement

### June – August

- Task 5: County Review & Recommendations – Interstate Engineering
- Task 6: Sidney Review & Recommendations – Interstate Engineering
- Task 7: Fairview Review & Recommendations – Interstate Engineering

### August – October

- Task 9: Public Involvement
  - Draft Review Community Meetings (Sidney, Fairview, Savage, Girard, Lambert, General County)
  - Draft Review Government Meetings (Planning Board, County Commission, Fairview Council, Sidney Council)

### December – February

- Task 10: Final Approvals

### Ongoing

- Task 8: Mapping & Documents – Interstate Engineering
    - Land Use
    - Zoning Feasibility Study
    - Growth Policies (3)
  - Task 11: Grant Administration – Interstate Engineering
-

Updated Budget: \$98,150  
 Additional Services: \$5,000  
 Total: \$103,150

|                                                                                                        |                           |
|--------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Task 1: County Existing Conditions Research</b>                                                     | \$22,000                  |
| <b>Task 2: Sidney Existing Conditions Research</b>                                                     |                           |
| <b>Task 3: Fairview Existing Conditions Research</b>                                                   |                           |
| <b>Task 4: Public Involvement #1</b>                                                                   | \$23,500                  |
| Kickoff Meetings with Planning Board, County Commission, Fairview Council, Sidney Council              |                           |
| Stakeholder Meetings (Chambers of Commerce; Rural Communities; Businesses; Seniors; Youth/Parent)      |                           |
| Community Meetings (Fairview, Sidney, Savage, Girard, Lambert)                                         |                           |
| Online Engagement                                                                                      |                           |
| Additional Online Engagement Tool                                                                      | ADDT'L SERVICE<br>\$5,000 |
| <b>Task 5: County Review &amp; Recommendations</b>                                                     | \$18,750                  |
| <b>Task 6: Sidney Review &amp; Recommendations</b>                                                     |                           |
| <b>Task 7: Fairview Review &amp; Recommendations</b>                                                   |                           |
| <b>Task 8: Mapping &amp; Documents</b>                                                                 | \$14,500                  |
| Land Use                                                                                               |                           |
| Zoning Feasibility Study                                                                               |                           |
| Growth Policies (3)                                                                                    |                           |
| <b>Task 9: Public Involvement #2</b>                                                                   | \$9,500                   |
| Draft Review Community Meetings (Sidney, Fairview, Savage, Girard, Lambert, General County)            |                           |
| Draft Review Government Meetings (Planning Board, County Commission, Fairview Council, Sidney Council) |                           |
| <b>Task 10: Final Approvals</b>                                                                        | \$3,000                   |
| <b>Task 11: Grant Administration – Interstate Engineering</b>                                          | \$6,900                   |

This budget is dependent on financial inputs from Sidney and Fairview and the plan will be tailored accordingly.

The following timeline is proposed for the review and adoption process:

---

The Growth Policy serves as a roadmap for the county's future. Your thorough review and input are essential to ensure it reflects the community's shared vision and adheres to statutory requirements. Please feel free to contact me at [Rachel.laqua@interstateeng.com](mailto:Rachel.laqua@interstateeng.com) with any questions or for additional information. Thank you for your attention and commitment to this important process.

Sincerely,

Rachel Laqua  
 Planning Director

## TASK ORDER NO. 8

This is Task Order No. 8  
consisting of 6 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **January 3, 2023** Owner and Engineer agree as follows:

### 1. TASK ORDER DATA

|    |                                 |                                                                                                              |
|----|---------------------------------|--------------------------------------------------------------------------------------------------------------|
| a. | Effective Date of Task Order:   |                                                                                                              |
| b. | Owner:                          | <b>Richland County, Montana</b>                                                                              |
| c. | Engineer:                       | <b>Interstate Engineering, Inc.</b>                                                                          |
| d. | Specific Project (title)        | <b>Richland County Growth Policy and Zoning Feasibility Study</b>                                            |
| e. | Specific Project (description): | <b>Richland County Zoning Feasibility Study and Growth Policy for Richland County, Fairview, and Sidney.</b> |
| f. | Related Task Orders             | <b>NA</b>                                                                                                    |

### 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

|                                |                                                                                                       |
|--------------------------------|-------------------------------------------------------------------------------------------------------|
| Specific Project Title:        | Richland County Growth Policy and Zoning Feasibility Study                                            |
| Type and Size of Facility:     | N/A                                                                                                   |
| Description of Improvements:   | Richland County Zoning Feasibility Study and Growth Policy for Richland County, Fairview, and Sidney. |
| Expected Construction Start:   | N/A                                                                                                   |
| Prior Studies, Reports, Plans: | N/A                                                                                                   |

Task Order.

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Page 1 of 6

|                                     |                                                                                      |
|-------------------------------------|--------------------------------------------------------------------------------------|
| Facility Location(s):               | Richland County, Montana                                                             |
| Current Specific Project Budget:    | \$103,150                                                                            |
| Funding Sources:                    | Richland County, City of Sidney, Town of Fairview, Community Development Block Grant |
| Known Design Standards:             | N/A                                                                                  |
| Known Specific Project Limitations: | N/A                                                                                  |
| Specific Project Assumptions:       | N/A                                                                                  |
| Other Pertinent Information:        | N/A                                                                                  |

### 3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:  
  - ✓ as follows: **Richland County Growth Policy and Zoning Feasibility Study**
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services: **Not Applicable**
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

### 4. DELIVERABLES SCHEDULE – NOT APPLICABLE

### 5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **No supplemental responsibilities.**

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## 6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate “Not Applicable” if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

| Date                          | Action / Milestone                                                                     | Comment |
|-------------------------------|----------------------------------------------------------------------------------------|---------|
| February – March 2025         | County Existing Conditions Research                                                    |         |
|                               | Sidney Existing Conditions Research                                                    |         |
|                               | Fairview Existing Conditions Research                                                  |         |
|                               | Kickoff meeting with CDBG & Contract Signatures                                        |         |
|                               | Public Involvement – Stakeholder Meetings, Community Meetings, Online Engagement       |         |
| June – August 2025            | County Review & Recommendations                                                        |         |
|                               | Sidney Review & Recommendations                                                        |         |
|                               | Fairview Review & Recommendations                                                      |         |
| August – October 2025         | Public Involvement – Draft Review Community Meetings, Draft Review Government Meetings |         |
| December 2025 – February 2026 | Final Approvals                                                                        |         |
| Ongoing                       | Mapping & Documents                                                                    |         |
|                               | Grant Administration                                                                   |         |

## 7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

| Description of Service                   | Amount   | Basis of Compensation |
|------------------------------------------|----------|-----------------------|
| 1. County Existing Conditions Research   | \$22,000 | Lump Sum              |
| 2. Sidney Existing Conditions Research   |          |                       |
| 3. Fairview Existing Conditions Research |          |                       |
| 4. Public Involvement #1                 | \$23,500 | Lump Sum              |
| a. Additional Services                   | \$5,000  | Lump Sum              |
| 5. County Review & Recommendations       | \$18,750 | Lump Sum              |
| 6. Sidney Review & Recommendations       |          |                       |
| 7. Fairview Review & Recommendations     |          |                       |

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|                                        |                  |                 |
|----------------------------------------|------------------|-----------------|
| 8. Mapping & Documents                 | \$14,500         | <b>Lump Sum</b> |
| 9. Public Involvement #2               | \$9,500          | <b>Lump Sum</b> |
| 10. Final Approvals                    | \$3,000          | <b>Lump Sum</b> |
| 11. Grant Administration               | \$6,900          | <b>Lump Sum</b> |
| <b>TOTAL COMPENSATION (items 1-11)</b> | <b>\$103,150</b> |                 |

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER: NOT APPLICABLE**

**9. EXHIBITS AND ATTACHMENTS:**

- A. Attachment No. 1 to Task Order – Schedule of Standard Hourly Rates

**Task Order.**

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: Richland County, Montana

ENGINEER: Interstate Engineering, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Duane Mitchell

Print Name: Ryan Kopp

Title: Commission Chair

Title: Client Manager

Engineer's License or Firm's PEL-EF-LIC-419  
Certificate No. (if required): \_\_\_\_\_

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Adam Smith, PE

Name: Rachel Laqua, AICP

Title: Director of Public Works

Title: Planning Director

Address: 2140 W Holly St, Sidney, MT 59270

Address: PO Box 2236  
Williston, ND 58802

E-Mail Address: [asmith@richland.org](mailto:asmith@richland.org)

E-Mail Address: Rachel.Laqua@interstateeng.com

Phone: 406.433.2407

Phone: 406.433.5617

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

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

Task Order.

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**Task Order.**

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## SCHEDULE OF RATES ATTACHMENT #1

| <u>Hourly Rate</u>        |           | <u>Hourly Rate</u>                   |           |
|---------------------------|-----------|--------------------------------------|-----------|
| <u>Engineers</u>          |           | <u>Technicians</u>                   |           |
| ENG I                     | \$ 130.00 | TECH I                               | \$ 87.00  |
| ENG II                    | \$ 145.00 | TECH II                              | \$ 102.00 |
| ENG III                   | \$ 160.00 | TECH III                             | \$ 117.00 |
| ENG IV                    | \$ 175.00 | TECH IV                              | \$ 132.00 |
| ENG V                     | \$ 190.00 | TECH V                               | \$ 147.00 |
| ENG VI                    | \$ 205.00 | TECH VI                              | \$ 162.00 |
| ENG VII                   | \$ 220.00 | TECH VII                             | \$ 177.00 |
| ENG VIII                  | \$ 235.00 | TECH VIII                            | \$ 192.00 |
| ENG IX                    | \$ 250.00 | TECH IX                              | \$ 207.00 |
| ENG X                     | \$ 265.00 | TECH X                               | \$ 222.00 |
| <br><u>Surveyors</u>      |           | <br><u>Planners</u>                  |           |
| SURV I                    | \$ 108.00 | PLANNER I                            | \$ 115.00 |
| SURV II                   | \$ 123.00 | PLANNER II                           | \$ 140.00 |
| SURV III                  | \$ 138.00 | PLANNER III                          | \$ 165.00 |
| SURV IV                   | \$ 153.00 | PLANNER IV                           | \$ 190.00 |
| SURV V                    | \$ 168.00 | PLANNER V                            | \$ 215.00 |
| SURV VI                   | \$ 183.00 | <u>Administrative</u>                |           |
| SURV VII                  | \$ 198.00 |                                      |           |
| SURV VIII                 | \$ 213.00 |                                      |           |
| SURV IX                   | \$ 228.00 |                                      |           |
| SURV X                    | \$ 243.00 | ADMIN I                              | \$ 88.00  |
| <br><u>Expert Witness</u> |           | ADMIN II                             | \$ 95.00  |
|                           | \$ 300.00 | ADMIN III                            | \$ 102.00 |
|                           |           | <br><u>Information Technologists</u> |           |
|                           |           | IT I                                 | \$ 140.00 |
|                           |           | IT II                                | \$ 190.00 |

## CHARGEABLE EXPENSES

|                                                             |                                       |
|-------------------------------------------------------------|---------------------------------------|
| Subsistence.....Actual cost                                 | Travel Vehicle.....\$0.85 per mile    |
| Subconsultant Services – Geotechnical .Actual cost plus 15% | Survey Vehicle.....\$0.95 per mile    |
| Subconsultant Services – Other.....Actual cost plus 10%     | ATV.....\$75.00 per day               |
| Survey Materials Required.....Actual cost plus 25%          | ATV with Tracks.....\$125.00 per day  |
| Plat Certification per Certification.....\$35.00            | UTV.....\$150.00 per day              |
| Recordation per Monument.....\$35.00                        | UTV with Tracks .....\$200.00 per day |
| 24" x 36" Prints per Page .....\$9.00                       | Snowmobile .....\$200.00 per day      |
| Other Miscellaneous Project Expenses ..Actual cost          |                                       |

Any and all sales and use tax, TERO or other special fees which apply to this contract.

**AMENDMENT NO. 2 TO STANDARD AGREEMENT  
BETWEEN CLIENT AND MORRISON-MAIERLE, INC.**

Project Number 0717.031

**1. Background Data:**

- a. Effective date of CLIENT-MORRISON-MAIERLE, INC. Agreement: July 18, 2022
- b. CLIENT: City of Sidney
- c. CONSULTANT: Morrison-Maierle, Inc.
- d. Project: Meadows Flood Mitigation Project

**2. Nature of Amendment:** *[Check those that are applicable.]*

- ☒ Additional Services to be performed by CONSULTANT
- ☐ Modifications to Services of CONSULTANT
- ☐ Modifications to Responsibilities of CLIENT
- ☒ Modifications to Payment to CONSULTANT
- ☒ Modifications to Time(s) for rendering Services
- ☐ Modifications to other terms and conditions of the Agreement

**3. Description of Modifications**

- ☒ Attachment 1, "Modifications"
- ☒ Other attachments as listed below:
  - 1) Amendment 2 Scope of Services

## ATTACHMENT 1

This is **Attachment 1**, consisting of 1 Page(s), to Amendment No.2, Dated 03/17/25.

### Modifications

- ☒ A1. CONSULTANT shall perform the following Additional Services:  
  
See attached scope of services dated 3/11/2025 for amendment scope.
- ☐ A2. The Scope of Services currently authorized to be performed by CONSULTANT in accordance with the Agreement and previous amendments, if any, is modified as follows:
- ☐ A3. The responsibilities of CLIENT are modified as follows:
- ☒ A4. For the Additional Services or the modifications to services set forth above, CLIENT shall pay CONSULTANT the following additional or modified compensation:  
  
Original Contract Ceiling: \$185,346.00  
Contract Ceiling with Amendment 1: \$193,602.00  
Amendment 2 Additional Estimated Fee: \$60,693.00  
New Contract Ceiling: \$254,295.00
- ☒ A5. The schedule for rendering services is modified as follows:  
  
Final Design Services: Spring 2025  
Bidding Services: Spring 2025  
Construction Administration Services: Summer to Fall 2025
- ☐ A6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

CLIENT and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 17, 2025.

**CLIENT:**

City of Sidney \_\_\_\_\_

Signed: \_\_\_\_\_

By: Rick Norby \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Contact Information and Address for giving notices:

Jeff Hintz, Public Works Director \_\_\_\_\_

115 2nd St SE \_\_\_\_\_

Sidney, MT 59270 \_\_\_\_\_

Email: publicworks@cityofsidney.org \_\_\_\_\_

Phone: (406) 480-5008 \_\_\_\_\_

Address for Invoices (if different)

Jessica Chamberlin \_\_\_\_\_

clerktreasurer@cityofsidneymt.com \_\_\_\_\_

Version 12/2/2021

**CONSULTANT:**

Morrison-Maierle, Inc. \_\_\_\_\_

Signed: Jill A. Cook \_\_\_\_\_

By: Jill Cook, PE \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Contact Information and Address for giving notices:

John Heine, PE, CFM \_\_\_\_\_

315 North 25th Street, Suite 102 \_\_\_\_\_

Billings, MT 59101 \_\_\_\_\_

Email: jheine@m-m.net \_\_\_\_\_

Phone: (406) 237-1246 \_\_\_\_\_

## **AMENDMENT 2 SCOPE OF SERVICES**

City of Sidney  
Meadows Flood Mitigation Project  
March 11, 2025

### **Background**

The Meadows Subdivision is in the lower reaches of a large drainage basin, nearly 1,000 acres in size. This basin captures runoff from a large area of foothills northwest of Sidney and is conveyed into an 18-inch storm drain discharging into the nearby Lower Yellowstone Irrigation Canal. Flow is captured and attenuated in a detention pond before it is conveyed via open channels through the neighborhood and into the irrigation canal. The open channel splits in multiple locations within the neighborhood, which allows some flow from the detention pond to discharge to the north and out of the subdivision. The primary open channel ends at Sunflower Lane, a street running adjacent to the canal. Runoff ponds along Sunflower Lane due to the undersized outlet pipe into the canal and regularly threatens to flood homes within the neighborhood.

### **Rate Increases**

The Meadows Flood Mitigation Project was originally contracted to be completed in 2022 and 2023 according to the following schedule, however, in 2022 Morrison-Maierle only received notice to proceed for 30% design until the BRIC grant was awarded. Construction was assumed to be completed no earlier than fall of 2023. The fee estimate for the original contract was developed using Morrison-Maierle's 2022 Standard Rate Schedule without escalation for work that was to be completed after 2022.

| <b>Milestone</b>           | <b>Date</b> |
|----------------------------|-------------|
| Begin Design and Grant App | July 2022   |
| 30% Construction Drawings  | Sep 2022    |
| BRIC Application due       | Dec 2022    |
| 90% Construction Drawings  | Feb 2023    |
| BRIC Funding Announcement  | July 2023   |
| 100% Construction Drawings | Aug 2023    |

The project team successfully acquired a BRIC grant to fund engineering and construction costs for the project, which was awarded in June of 2024. Morrison-Maierle began final design services after a kickoff meeting with the City of Sidney (City) on November 18, 2024 and invoiced the City for approximately \$9,000 for engineering services during 2024. The remainder of the engineering fee for the project has been or is expected to be expended during 2025 as final design and bidding is completed in the spring and construction occurs during summer and fall.

Morrison-Maierle's standard schedule increased by an average 14.5% from 2022 to 2024 and 18.4% from 2022 to 2025 for the positions used for fee development on the Meadows project. Our standard equipment and labor rate schedules are attached for reference. The additional labor and expense costs below show the fee increase for work done during 2024 and 2025 with the adjusted rates for those years, respectively. Amendment 2 increases the fee for the project by \$23,293 for these rate increases.

| PHASE                                           | ADDITIONAL<br>LABOR COST | ADDITIONAL<br>DIRECT<br>EXPENSE<br>COST | TOTAL<br>ADDITIONAL<br>PHASE COST |
|-------------------------------------------------|--------------------------|-----------------------------------------|-----------------------------------|
| <b>RATE INCREASES (2022 TO 2024, 14.5% Avg)</b> |                          |                                         |                                   |
| Task 010 (PM)                                   | \$213                    | \$0                                     | \$213                             |
| Task 040 (Final Design)                         | \$1,062                  | \$0                                     | \$1,062                           |
| <b>2024 Rate Increases Subtotal</b>             | <b>\$1,274</b>           | <b>\$0</b>                              | <b>\$1,274</b>                    |
| <b>RATE INCREASES (2022 TO 2025, 18.4% Avg)</b> |                          |                                         |                                   |
| Task 010 (PM)                                   | \$1,282                  | \$44                                    | \$1,326                           |
| Task 020 (Survey)                               | \$504                    | \$0                                     | \$504                             |
| Task 030 (Environmental)                        | \$558                    | \$0                                     | \$558                             |
| Task 040 (Final Design)                         | \$5,704                  | \$144                                   | \$5,848                           |
| Task 045 (Bidding)                              | \$2,174                  | \$784                                   | \$2,958                           |
| Task 050 (Construction Administration)          | \$7,826                  | \$2,999                                 | \$10,825                          |
| <b>2025 Rate Increases Subtotal</b>             | <b>\$18,048</b>          | <b>\$3,971</b>                          | <b>\$22,019</b>                   |

### Additional Modeling Effort

Morrison-Maierle developed a hydrologic and hydraulic (H&H) model to evaluate the amount of runoff that the Meadows basin generates during rain events, modifications made to the existing detention pond in the Meadows Subdivision to reduce peak flow rates, and storm drains that will be constructed by the project to reduce flooding in the neighborhood. In order to reduce pipe sizes, and therefore reduce construction costs for the project, we included additional existing stock ponds in the upper reaches of the basin and flow splits within the neighborhood that reduce peak flow rates and divert some flow out of the neighborhood, respectively. These model additions required additional effort beyond what was originally scoped.

The additional labor costs below show the fee increase required for the additional modeling effort. This work was a change in effort due to the additional modeling complexities beyond what was originally anticipated. Amendment 2 increases the fee for the project by \$13,100 for the additional modeling required during final design.

| PHASE                                               | ADDITIONAL<br>LABOR COST | ADDITIONAL<br>DIRECT<br>EXPENSE<br>COST | TOTAL<br>ADDITIONAL<br>PHASE COST |
|-----------------------------------------------------|--------------------------|-----------------------------------------|-----------------------------------|
| <b>ADDITIONAL MODELING EFFORT (NO SCOPE CHANGE)</b> |                          |                                         |                                   |
| Task 040 - Final Design Modeling                    | \$13,100                 | \$0                                     | \$13,100                          |
| <b>Modeling Subtotal</b>                            | <b>\$13,100</b>          | <b>\$0</b>                              | <b>\$13,100</b>                   |

### **Additional Services**

Amendment 2 also modifies the original scope of work to include the following Additional Services:

#### Addition to Task 040 – Separate Drawing Packages

The City has elected to self-perform the detention pond improvements for the project in partnership with Richland County. Additional effort is required to separate the plan set for the project to develop a drawing package for the detention pond improvements constructed by the City/County and a drawing package for the storm drain improvements constructed by a contractor. Additional effort is also required to separate the bid items from the bid form, measurement and payment specification, etc. Morrison-Maierle will submit separate construction drawings at the 100% submittal stage for the detention pond improvements and storm drain improvements so they can be constructed by the City/County and contractor, respectively. The following assumptions apply to this additional work.

- 1) One specification set/project manual for the storm drain improvements will be submitted for the 100% submittal.
- 2) No specifications/project manuals will be developed for the detention pond improvements which are expected to be self-performed by the City/County. Montana Public Works Standard Specifications will apply to that work.
- 3) Two opinions of construction cost will be provided for the 100% submittal. Both will be developed using contractor furnished unit prices.
- 4) No changes are expected for Task 045 – Bidding. Only the storm drain project will be bid.

#### Addition to Task 040 – USBR Coordination and Permit Application

Much of the storm drain for the project will be constructed directly adjacent to the Lower Yellowstone Irrigation Canal. The original scope for the project included coordination with the Lower Yellowstone Irrigation Project but the property is actually owned by the United States Bureau of Reclamation (USBR). The USBR requires a permit for constructing the project on

Federal property. Morrison-Maierle will submit a permit application to the USBR using SF299. The following assumptions apply to this additional work.

- 1) Morrison-Maierle will spend no more than 28 hours developing the application, submitting the application, and coordinating with the USBR to obtain the permit. This includes time required for plan and/or specification changes required by the USBR.

#### Construction Staking and Record Survey

The original contract scope did not include construction staking or a record survey, which are required for the project to be constructed and recorded. Morrison-Maierle will provide personnel, equipment, and supplies for construction layout and control. Construction layout will include layout, measurements, lines, locations, and grades necessary for construction of the storm drain and detention pond improvements. Staking shall include centerline locations and offsets for the principal components of the work and intermediate points at approximately 100 feet between principal components for the facilities. Survey will reference and preserve all existing survey monuments and benchmarks. The record survey will verify the final grading of the detention pond is done in conformance with the project drawings and verify locations and elevations of storm drain infrastructure. All monuments required within the project will be punched and elevations shown on as-built drawings. The following assumptions apply to this additional work.

- 1) Morrison-Maierle will mobilize up to four times from Billings; three times for construction staking and once for the record survey. If timing allows, we will stake both the storm drain and detention pond improvements during the same trip(s).

The additional labor costs below show the fee increase required for these additional services. Amendment 2 increases the fee for the project by \$24,700 for the additional services.

| PHASE                                               | ADDITIONAL<br>LABOR COST | ADDITIONAL<br>DIRECT<br>EXPENSE<br>COST | TOTAL<br>ADDITIONAL<br>PHASE COST |
|-----------------------------------------------------|--------------------------|-----------------------------------------|-----------------------------------|
| <b>ADDITIONAL SERVICES (SCOPE CHANGE)</b>           |                          |                                         |                                   |
| Task 040 - Separate Drawing Packages                | \$3,000                  | \$0                                     | \$3,000                           |
| Task 040 - USBR Coordination and Permit Application | \$5,100                  | \$100                                   | \$5,200                           |
| Task 050 - Construction Staking and Record Survey   | \$11,300                 | \$4,800                                 | \$16,100                          |
| <b>Final Design/Construction Subtotal</b>           | <b>\$19,400</b>          | <b>\$4,900</b>                          | <b>\$24,300</b>                   |
| <b>AMENDMENT 2 TOTAL</b>                            | <b>\$51,822</b>          | <b>\$8,871</b>                          | <b>\$60,693</b>                   |

Amendment 2 increases the fee for the project by a total of \$60,693.00

|                                 |                                        | Standard Rate | Overtime Rate |
|---------------------------------|----------------------------------------|---------------|---------------|
| Engineer                        | Supervising Engineer V                 | 245.00        | 245.00        |
|                                 | Supervising Engineer IV                | 240.00        | 240.00        |
|                                 | Supervising Engineer III               | 220.00        | 220.00        |
|                                 | Supervising Engineer II                | 210.00        | 210.00        |
|                                 | Supervising Engineer I                 | 200.00        | 200.00        |
|                                 | Senior Engineer II                     | 185.00        | 185.00        |
|                                 | Senior Engineer I                      | 169.00        | 169.00        |
|                                 | Design Engineer II                     | 159.00        | 159.00        |
|                                 | Design Engineer I                      | 147.00        | 147.00        |
|                                 | Engineer Intern II                     | 128.00        | 128.00        |
|                                 | Engineer Intern I                      | 112.00        | 112.00        |
| Planner                         | Supervising Senior Planner             | 202.00        | 202.00        |
|                                 | Senior Planner                         | 168.00        | 168.00        |
|                                 | Planner III                            | 136.00        | 136.00        |
|                                 | Planner II                             | 124.00        | 124.00        |
|                                 | Planner I                              | 108.00        | 108.00        |
| Scientist                       | Supervising Environmental Scientist    | 210.00        | 210.00        |
|                                 | Environmental Scientist III            | 168.00        | 168.00        |
|                                 | Environmental Scientist II             | 128.00        | 128.00        |
|                                 | Environmental Scientist I              | 108.00        | 108.00        |
|                                 | Environmental Technician               | 95.00         | 95.00         |
|                                 | Supervising Geologist                  | 227.00        | 227.00        |
|                                 | Senior Geologist                       | 200.00        | 200.00        |
|                                 | Geologist III                          | 172.00        | 172.00        |
|                                 | Geologist II                           | 147.00        | 147.00        |
| Designer and Technician         | Geologist I                            | 126.00        | 126.00        |
|                                 | Senior Communications Designer         | 168.00        | 168.00        |
|                                 | Communications Designer                | 112.00        | 112.00        |
|                                 | CAD Designer III                       | 140.00        | 140.00        |
|                                 | CAD Designer II                        | 129.00        | 129.00        |
|                                 | CAD Designer I                         | 119.00        | 178.50        |
|                                 | CAD Tech III                           | 117.00        | 175.50        |
|                                 | CAD Tech II                            | 100.00        | 150.00        |
|                                 | CAD Tech I                             | 88.00         | 132.00        |
|                                 | Senior Engineering Technician          | 165.00        | 165.00        |
| Resident Project Representative | Engineering Technician                 | 112.00        | 112.00        |
|                                 | Senior Resident Project Representative | 157.00        | 157.00        |
|                                 | Resident Project Representative III    | 149.00        | 149.00        |
|                                 | Resident Project Representative II     | 132.00        | 132.00        |
| Administrative                  | Resident Project Representative I      | 113.00        | 169.50        |
|                                 | Administrative Manager                 | 113.00        | 113.00        |
|                                 | Administrative Coordinator III         | 105.00        | 105.00        |
|                                 | Administrative Coordinator II          | 99.00         | 148.50        |
|                                 | Administrative Coordinator I           | 81.00         | 121.50        |
|                                 | Project Coordinator III                | 102.00        | 102.00        |
|                                 | Project Coordinator II                 | 92.00         | 138.00        |
|                                 | Project Coordinator I                  | 82.00         | 123.00        |
|                                 | Technical Intern                       | 77.00         | 115.50        |
|                                 | Senior Communication Specialist        | 115.00        | 115.00        |
|                                 | Graphic Designer                       | 95.00         | 95.00         |
| Survey                          | Health & Safety Administrator          | 126.00        | 126.00        |
|                                 | Senior Survey Manager                  | 203.00        | 203.00        |
|                                 | Survey Manager                         | 158.00        | 158.00        |
|                                 | Land Surveyor IV                       | 152.00        | 152.00        |
|                                 | Land Surveyor III                      | 142.00        | 142.00        |
|                                 | Land Surveyor II                       | 130.00        | 130.00        |
|                                 | Land Surveyor I                        | 120.00        | 120.00        |
|                                 | Remote Sensing Specialist              | 125.00        | 187.50        |
|                                 | Survey Technician IV                   | 116.00        | 116.00        |
|                                 | Survey Technician III                  | 103.00        | 154.50        |
| Expert Witness                  | Survey Technician II                   | 88.00         | 132.00        |
|                                 | Survey Technician I                    | 72.00         | 108.00        |

Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.

## EQUIPMENT RATES

|                                                 |                               |
|-------------------------------------------------|-------------------------------|
| <u>Company Vehicle: highway miles - Pickups</u> | \$ .773/mile                  |
| <u>highway miles – Medium SUV</u>               | \$ .665/mile                  |
| <u>highway miles - Small SUV</u>                | \$ .566/mile                  |
| <u>highway miles - Sedan</u>                    | \$ .624/mile                  |
| <u>on-site mileage</u>                          | \$ .624/mile plus \$5.00/hour |
| <u>Private Vehicle</u>                          | \$ .585/mile                  |
| <u>ATV</u>                                      | \$50.00/day                   |
| <u>UTV</u>                                      | \$100.00/day                  |
| <u>Survey-Grade GNSS (1 Receiver)</u>           | \$120.00/day                  |
| <u>Survey-Grade GNSS (2 Receivers)</u>          | \$30.00/hour, \$240.00/day    |
| <u>Resource-Grade (GIS) GNSS Receivers</u>      | \$65.00/day                   |
| <u>Hovermap LiDAR Scanner</u>                   | \$50.00/hour, \$400.00/day    |
| <u>Robotic Total Station</u>                    | \$30.00/hour, \$240.00/day    |
| <u>Total Station</u>                            | \$80.00/day                   |
| <u>Trimble SX10 Scanning Total Station</u>      | \$40.00/hour, \$300.00/day    |
| <u>Trimble SX12 Scanning Total Station</u>      | \$40.00/hour, \$300.00/day    |
| <u>FARO Focus 3D Laser Scanner</u>              | \$50.00/hour, \$400.00/day    |
| <u>Hydrolite – TM Echosounder Kit</u>           | \$100.00/day                  |
| <u>Raft-Hydro-Bathy Surveys</u>                 | \$100.00/day                  |
| <u>sUAS Survey Drone</u>                        | \$400.00/day                  |
| <u>Nuclear Density Meter</u>                    | \$10.00/hour, \$35.00/day     |
| <u>Airflow Balancing Hood</u>                   | \$75.00/day                   |
| <u>Core Drill</u>                               | \$10.00/hole                  |
| <u>Digital Level</u>                            | \$50.00/day                   |

## HYDROLOGICAL EQUIPMENT

|                                           |                                 |
|-------------------------------------------|---------------------------------|
| <u>Conductivity Meter</u>                 | \$15.00/day                     |
| <u>Disposable Bailers</u>                 | \$10.00/each                    |
| <u>Dissolved Oxygen Meter</u>             | \$20.00/day                     |
| <u>PH Meter</u>                           | \$15.00/day                     |
| <u>PH/Temp/Conductivity Meter</u>         | \$25.00/day                     |
| <u>Water Sample Fee</u>                   | \$10.00/each                    |
| <u>In Situ Level Troll 700</u>            | \$63.00/day, \$250.00/week      |
| <u>AquaCalc Pro</u>                       | \$60.00/day, \$120.00/week      |
| <u>Marsh McBirney 2000 Flowmeter</u>      | \$60.00/day, \$120.00/week      |
| <u>Global Water FP 111 Flowmeter</u>      | \$25.00/day, \$75.00/week       |
| <u>Submersible Pump (Redi Flo 2)</u>      | \$155.00/day                    |
| <u>Water Level Meter, 300 Ft.</u>         | \$25.00/day, \$50.00/week       |
| <u>Water Level Meter, 500 Ft.</u>         | \$35.00/day, \$75.00/week       |
| <u>Oil/Water Interface Well Probe</u>     | \$40.00/day, \$120.00/week      |
| <u>Hach Flo-Dar (logger &amp; sensor)</u> | \$400.00/week, \$1,000.00/month |
| <u>Rain Gauge Sensor</u>                  | \$15.00/week, \$60.00/month     |

## PRINTING EXPENSES

|                                                  |                                          |
|--------------------------------------------------|------------------------------------------|
| <u>Black &amp; White Copies</u>                  | \$ .10/8.5X11, \$.13/8.5x14, \$.20/11x17 |
| <u>Color Copies</u>                              | \$ .20/8.5X11, \$.20/8.5x14, \$.40/11x17 |
| <u>Binding</u>                                   | \$.25/each                               |
| <u>Lamination</u>                                | \$1.00/each                              |
| <u>Oversize Print Black &amp; White</u>          | \$5.00/each                              |
| <u>Oversize Print Color</u>                      | \$6.00/each                              |
| <u>Print &amp; Basic Mount</u>                   | \$12.00/each                             |
| <u>Print &amp; Machine Mount</u>                 | \$20.00/each                             |
| <u>Print, Machine &amp; Laminate White Board</u> | \$32.00/each                             |

## MISCELLANEOUS EXPENSE

|                |               |
|----------------|---------------|
| <u>Lodging</u> | Current Rates |
| <u>Meals</u>   | \$54.00/day   |

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

|                                        |                                                                                                                                                        | Standard Rate | Overtime Rate |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| <b>Engineer</b>                        | Supervising Engineer V                                                                                                                                 | \$287.00      | \$287.00      |
|                                        | Supervising Engineer IV                                                                                                                                | \$280.00      | \$280.00      |
|                                        | Supervising Engineer III                                                                                                                               | \$257.00      | \$257.00      |
|                                        | Supervising Engineer II                                                                                                                                | \$246.00      | \$246.00      |
|                                        | Supervising Engineer I                                                                                                                                 | \$233.00      | \$233.00      |
|                                        | Senior Engineer II                                                                                                                                     | \$216.00      | \$216.00      |
|                                        | Senior Engineer I                                                                                                                                      | \$197.00      | \$197.00      |
|                                        | Design Engineer II                                                                                                                                     | \$186.00      | \$186.00      |
|                                        | Design Engineer I                                                                                                                                      | \$172.00      | \$172.00      |
|                                        | Engineer Intern II                                                                                                                                     | \$142.00      | \$142.00      |
|                                        | Engineer Intern I                                                                                                                                      | \$125.00      | \$125.00      |
| <b>Planner</b>                         | Supervising Senior Planner                                                                                                                             | \$225.00      | \$225.00      |
|                                        | Senior Planner                                                                                                                                         | \$195.00      | \$195.00      |
|                                        | Planner III                                                                                                                                            | \$151.00      | \$151.00      |
|                                        | Planner II                                                                                                                                             | \$138.00      | \$138.00      |
|                                        | Planner I                                                                                                                                              | \$121.00      | \$121.00      |
| <b>Scientist</b>                       | Supervising Environmental Scientist                                                                                                                    | \$234.00      | \$234.00      |
|                                        | Environmental Scientist III                                                                                                                            | \$186.00      | \$186.00      |
|                                        | Environmental Scientist II                                                                                                                             | \$142.00      | \$142.00      |
|                                        | Environmental Scientist I                                                                                                                              | \$121.00      | \$121.00      |
|                                        | Environmental Technician                                                                                                                               | \$106.00      | \$106.00      |
|                                        | Supervising Geologist                                                                                                                                  | \$265.00      | \$265.00      |
|                                        | Senior Geologist                                                                                                                                       | \$222.00      | \$222.00      |
|                                        | Geologist III                                                                                                                                          | \$202.00      | \$202.00      |
|                                        | Geologist II                                                                                                                                           | \$164.00      | \$164.00      |
|                                        | Geologist I                                                                                                                                            | \$140.00      | \$140.00      |
| <b>Designer and Technician</b>         | Senior Communications Designer                                                                                                                         | \$239.00      | \$239.00      |
|                                        | Communications Designer                                                                                                                                | \$125.00      | \$125.00      |
|                                        | CAD Designer III                                                                                                                                       | \$164.00      | \$164.00      |
|                                        | CAD Designer II                                                                                                                                        | \$143.00      | \$143.00      |
|                                        | CAD Designer I                                                                                                                                         | \$133.00      | \$199.50      |
|                                        | CAD Tech III                                                                                                                                           | \$130.00      | \$195.00      |
|                                        | CAD Tech II                                                                                                                                            | \$111.00      | \$166.50      |
|                                        | CAD Tech I                                                                                                                                             | \$98.00       | \$147.00      |
|                                        | Senior Engineering Designer                                                                                                                            | \$183.00      | \$183.00      |
|                                        | Engineering Designer                                                                                                                                   | \$125.00      | \$125.00      |
| <b>Resident Project Representative</b> | Senior Resident Project Representative                                                                                                                 | \$185.00      | \$185.00      |
|                                        | Resident Project Representative IV                                                                                                                     | \$175.00      | \$175.00      |
|                                        | Resident Project Representative III                                                                                                                    | \$166.00      | \$166.00      |
|                                        | Resident Project Representative II                                                                                                                     | \$140.00      | \$210.00      |
|                                        | Resident Project Representative I                                                                                                                      | \$126.00      | \$189.00      |
| <b>Administrative</b>                  | Administrative Manager                                                                                                                                 | \$126.00      | \$126.00      |
|                                        | Administrative Coordinator III                                                                                                                         | \$116.00      | \$116.00      |
|                                        | Administrative Coordinator II                                                                                                                          | \$110.00      | \$165.00      |
|                                        | Administrative Coordinator I                                                                                                                           | \$90.00       | \$135.00      |
|                                        | Project Coordinator III                                                                                                                                | \$113.00      | \$113.00      |
|                                        | Project Coordinator II                                                                                                                                 | \$102.00      | \$153.00      |
|                                        | Project Coordinator I                                                                                                                                  | \$92.00       | \$138.00      |
|                                        | Technical Intern                                                                                                                                       | \$85.00       | \$127.50      |
|                                        | Senior Communication Specialist                                                                                                                        | \$134.00      | \$134.00      |
|                                        | Graphic Designer                                                                                                                                       | \$106.00      | \$106.00      |
|                                        | Health & Safety Administrator                                                                                                                          | \$140.00      | \$140.00      |
| <b>Survey</b>                          | Senior Survey Manager                                                                                                                                  | \$226.00      | \$226.00      |
|                                        | Survey Manager                                                                                                                                         | \$176.00      | \$176.00      |
|                                        | Land Surveyor IV                                                                                                                                       | \$170.00      | \$170.00      |
|                                        | Land Surveyor III                                                                                                                                      | \$164.00      | \$164.00      |
|                                        | Land Surveyor II                                                                                                                                       | \$148.00      | \$148.00      |
|                                        | Land Surveyor I                                                                                                                                        | \$134.00      | \$134.00      |
|                                        | Remote Sensing Specialist II                                                                                                                           | \$149.00      | \$149.00      |
|                                        | Remote Sensing Specialist I                                                                                                                            | \$139.00      | \$139.00      |
|                                        | Survey Technician IV                                                                                                                                   | \$129.00      | \$129.00      |
|                                        | Survey Technician III                                                                                                                                  | \$114.00      | \$171.00      |
|                                        | Survey Technician II                                                                                                                                   | \$98.00       | \$147.00      |
|                                        | Survey Technician I                                                                                                                                    | \$84.00       | \$126.00      |
| <b>Expert Witness</b>                  | Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate. |               |               |

|                                        |                                        | Standard Rate | Overtime Rate |
|----------------------------------------|----------------------------------------|---------------|---------------|
| <b>Engineer</b>                        | Supervising Engineer V                 | \$305.00      | \$305.00      |
|                                        | Supervising Engineer IV                | \$297.00      | \$297.00      |
|                                        | Supervising Engineer III               | \$267.00      | \$267.00      |
|                                        | Supervising Engineer II                | \$257.00      | \$257.00      |
|                                        | Supervising Engineer I                 | \$242.00      | \$242.00      |
|                                        | Senior Engineer II                     | \$225.00      | \$225.00      |
|                                        | Senior Engineer I                      | \$203.00      | \$203.00      |
|                                        | Design Engineer II                     | \$194.00      | \$194.00      |
|                                        | Design Engineer I                      | \$174.00      | \$174.00      |
|                                        | Engineer Intern II                     | \$143.00      | \$143.00      |
|                                        | Engineer Intern I                      | \$128.00      | \$128.00      |
| <b>Planner</b>                         | Supervising Senior Planner             | \$236.00      | \$236.00      |
|                                        | Senior Planner                         | \$208.00      | \$208.00      |
|                                        | Planner III                            | \$159.00      | \$159.00      |
|                                        | Planner II                             | \$145.00      | \$145.00      |
|                                        | Planner I                              | \$127.00      | \$127.00      |
| <b>Scientist</b>                       | Environmental Scientist III            | \$193.00      | \$193.00      |
|                                        | Environmental Scientist II             | \$146.00      | \$146.00      |
|                                        | Environmental Scientist I              | \$126.00      | \$126.00      |
|                                        | Senior Geologist                       | \$233.00      | \$233.00      |
|                                        | Geologist III                          | \$208.00      | \$208.00      |
|                                        | Geologist II                           | \$169.00      | \$169.00      |
|                                        | Geologist I                            | \$144.00      | \$144.00      |
| <b>Designer and Technician</b>         | Senior Communications Designer         | \$250.00      | \$250.00      |
|                                        | Communications Designer                | \$129.00      | \$129.00      |
|                                        | CAD Designer III                       | \$175.00      | \$175.00      |
|                                        | CAD Designer II                        | \$149.00      | \$149.00      |
|                                        | CAD Designer I                         | \$136.00      | \$203.00      |
|                                        | CAD Tech III                           | \$133.00      | \$199.00      |
|                                        | CAD Tech II                            | \$115.00      | \$173.00      |
|                                        | CAD Tech I                             | \$102.00      | \$153.00      |
|                                        | Senior Engineering Designer            | \$190.00      | \$190.00      |
|                                        | Engineering Designer                   | \$130.00      | \$130.00      |
| <b>Resident Project Representative</b> | Senior Resident Project Representative | \$192.00      | \$192.00      |
|                                        | Resident Project Representative IV     | \$185.00      | \$185.00      |
|                                        | Resident Project Representative III    | \$173.00      | \$173.00      |
|                                        | Resident Project Representative II     | \$146.00      | \$218.00      |
|                                        | Resident Project Representative I      | \$131.00      | \$197.00      |
| <b>Administrative</b>                  | Administrative Manager                 | \$132.00      | \$132.00      |
|                                        | Administrative Coordinator III         | \$122.00      | \$122.00      |
|                                        | Administrative Coordinator II          | \$116.00      | \$173.00      |
|                                        | Administrative Coordinator I           | \$94.00       | \$140.00      |
|                                        | Project Coordinator III                | \$118.00      | \$118.00      |
|                                        | Project Coordinator II                 | \$106.00      | \$159.00      |
|                                        | Project Coordinator I                  | \$96.00       | \$144.00      |
|                                        | Technical Intern                       | \$88.00       | \$133.00      |
|                                        | Senior Survey Manager                  | \$238.00      | \$238.00      |
| <b>Survey</b>                          | Survey Manager                         | \$183.00      | \$183.00      |
|                                        | Land Surveyor IV                       | \$177.00      | \$177.00      |
|                                        | Land Surveyor III                      | \$171.00      | \$171.00      |
|                                        | Land Surveyor II                       | \$151.00      | \$151.00      |
|                                        | Land Surveyor I                        | \$121.00      | \$121.00      |
|                                        | Remote Sensing Specialist II           | \$155.00      | \$155.00      |
|                                        | Remote Sensing Specialist I            | \$145.00      | \$145.00      |
|                                        | Survey Technician IV                   | \$133.00      | \$133.00      |
|                                        | Survey Technician III                  | \$117.00      | \$176.00      |
|                                        | Survey Technician II                   | \$103.00      | \$154.00      |
|                                        | Survey Technician I                    | \$87.00       | \$131.00      |

**Expert Witness**

Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.

## EQUIPMENT RATES

|                                                 |                                          |
|-------------------------------------------------|------------------------------------------|
| <u>Company Vehicle: highway miles - Pickups</u> | \$1.100/mile                             |
| <u>highway miles – Medium SUV</u>               | \$.838/mile                              |
| <u>highway miles - Small SUV</u>                | \$.710/mile                              |
| <u>highway miles - Sedan</u>                    | \$.704/mile                              |
| <u>on-site mileage</u>                          | \$ .704/mile plus \$5.00/hour            |
| <u>Private Vehicle</u>                          | \$.700/mile                              |
| <u>ATV</u>                                      | \$50.00/day                              |
| <u>UTV</u>                                      | \$100.00/day                             |
| <u>Survey-Grade GNSS (1 Receiver)</u>           | \$120.00/day                             |
| <u>Survey-Grade GNSS (2 Receivers)</u>          | \$30.00/hour, \$240.00/day               |
| <u>Resource-Grade (GIS) GNSS Receivers</u>      | \$65.00/day                              |
| <u>Hovermap LiDAR Scanner</u>                   | \$50.00/hour, \$400.00/day               |
| <u>Robotic Total Station</u>                    | \$30.00/hour, \$240.00/day               |
| <u>Total Station</u>                            | \$80.00/day                              |
| <u>Trimble SX10 Scanning Total Station</u>      | \$40.00/hour, \$300.00/day               |
| <u>Trimble SX12 Scanning Total Station</u>      | \$40.00/hour, \$300.00/day               |
| <u>FARO Focus 3D Laser Scanner</u>              | \$50.00/hour, \$400.00/day               |
| <u>Hydrolite – TM Echosounder Kit</u>           | \$100.00/day                             |
| <u>Raft-Hydro-Bathy Surveys</u>                 | \$100.00/day                             |
| <u>sUAS Survey Drone</u>                        | \$50.00/hour, \$400.00/day               |
| <u>Nuclear Density Meter</u>                    | \$15.00/hour, \$50.00/day, \$200.00/week |
| <u>Airflow Balancing Hood</u>                   | \$75.00/day                              |
| <u>Core Drill</u>                               | \$10.00/hole                             |
| <u>Digital Level</u>                            | \$50.00/day                              |
| <u>Hammer Drill</u>                             | \$30.00/day                              |

## HYDROLOGICAL EQUIPMENT

|                                           |                                 |
|-------------------------------------------|---------------------------------|
| <u>Conductivity Meter</u>                 | \$15.00/day                     |
| <u>Disposable Bailers</u>                 | \$10.00/each                    |
| <u>Dissolved Oxygen Meter</u>             | \$20.00/day                     |
| <u>PH Meter</u>                           | \$15.00/day                     |
| <u>PH/Temp/Conductivity Meter</u>         | \$25.00/day                     |
| <u>Water Sample Fee</u>                   | \$10.00/each                    |
| <u>In Situ Level Troll 700</u>            | \$63.00/day, \$250.00/week      |
| <u>AquaCalc Pro</u>                       | \$60.00/day, \$120.00/week      |
| <u>Marsh McBirney 2000 Flowmeter</u>      | \$60.00/day, \$120.00/week      |
| <u>Global Water FP 111 Flowmeter</u>      | \$25.00/day, \$75.00/week       |
| <u>Submersible Pump (Redi Flo 2)</u>      | \$155.00/day                    |
| <u>Water Level Meter, 300 Ft.</u>         | \$25.00/day, \$50.00/week       |
| <u>Water Level Meter, 500 Ft.</u>         | \$35.00/day, \$75.00/week       |
| <u>Oil/Water Interface Well Probe</u>     | \$40.00/day, \$120.00/week      |
| <u>Hach Flo-Dar (logger &amp; sensor)</u> | \$400.00/week, \$1,000.00/month |
| <u>Rain Gauge Sensor</u>                  | \$15.00/week, \$60.00/month     |

## PRINTING EXPENSES

|                                                  |                                         |
|--------------------------------------------------|-----------------------------------------|
| <u>Black &amp; White Copies</u>                  | \$.10/8.5X11, \$.13/8.5x14, \$.20/11x17 |
| <u>Color Copies</u>                              | \$.20/8.5X11, \$.20/8.5x14, \$.40/11x17 |
| <u>Binding</u>                                   | \$.25/each                              |
| <u>Lamination</u>                                | \$1.00/each                             |
| <u>Oversize Print Black &amp; White</u>          | \$5.00/each                             |
| <u>Oversize Print Color</u>                      | \$6.00/each                             |
| <u>Print &amp; Basic Mount</u>                   | \$12.00/each                            |
| <u>Print &amp; Machine Mount</u>                 | \$20.00/each                            |
| <u>Print, Machine &amp; Laminate White Board</u> | \$32.00/each                            |

## MISCELLANEOUS EXPENSE

|                |               |
|----------------|---------------|
| <u>Lodging</u> | Current Rates |
| <u>Meals</u>   | \$63.00/day   |

Materials and other direct costs will be invoiced at current rates plus minimum 10% markup. The following are included as direct costs: approved employee meals, lodging, transportation, premium delivery services (UPS, Federal Express, etc.), testing and survey supplies, premiums for special insurance, performance bonds, and consultants. Cost of professional liability insurance is included in the hourly rates of personnel.

## 2025 February SVFD Fire Runs

|          |     |                 |           |           |        |   |     |
|----------|-----|-----------------|-----------|-----------|--------|---|-----|
| 2024-016 | #1  | Co2 alarm       | 2/3/2025  | Not paged | City   | 1 | hrs |
| 2024-017 | #2  | False Alarm     | 2/5/2025  | Fire      | City   | 1 | hrs |
| 2024-018 | #3  | EMS Assist      | 2/7/2025  | Medical   | City   | 1 | hrs |
| 2024-019 | #4  | Well Fire       | 2/10/2025 | Fire      | County | 2 | hrs |
| 2024-020 | #5  | Report of Smoke | 2/10/2025 | not paged | county | 1 | hrs |
| 2024-021 | #6  | EMS Assist      | 2/12/2025 | Medical   | city   | 1 | hrs |
| 2024-022 | #7  | EMS Assist      | 2/14/2025 | Medical   | city   | 1 | hrs |
| 2024-023 | #8  | Gas leak        | 2/16/2025 | not paged | City   | 1 | hrs |
| 2025-024 | #9  | Fire Alarm      | 2/17/2025 | fire      | City   | 1 | hrs |
| 2025-025 | #10 | Stove Fire      | 2/19/2025 | fire      | city   | 1 | hrs |
| 2025-026 | #11 | EMS Assist      | 2/23/2025 | Medical   | City   | 1 | hrs |
| 2025-027 | #12 | Flood assist    | 2/24/2025 | not paged | City   | 2 | hrs |
| 2025-028 | #13 | EMS assist      | 2/24/2025 | Medical   | city   | 1 | hrs |
| 2025-029 | #14 | EMS Assist      | 2/27/2025 | Medical   | City   | 1 | hrs |
| 2025-030 | #14 | Gas Smell       | 2/27/2025 | not paged | County | 1 | hrs |

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| Doc #     | Line # | Fund | Org | Account | Object | Description<br>Fund Account | Type | Date     | Debit<br>Amount | Credit<br>Amount | User ID/<br>Proj |
|-----------|--------|------|-----|---------|--------|-----------------------------|------|----------|-----------------|------------------|------------------|
| PR 250200 | 2/25   |      |     |         |        |                             |      | 03/06/25 |                 |                  | bree             |
|           | 1      | 1000 |     | 101000  |        | Employer Contributions      |      |          |                 | 11,687.85        |                  |
|           | 2      | 1000 |     | 101000  |        | Payroll Expenditure         |      |          |                 | 114,060.72       |                  |
|           | 3      | 1000 |     | 410130  | 100    | Payroll Expenditure         |      |          | 1,375.00        |                  |                  |
|           | 4      | 1000 |     | 410130  | 142    | Employer Contributions      |      |          | 8.47            |                  |                  |
|           | 5      | 1000 |     | 410130  | 143    | Employer Contributions      |      |          | 105.21          |                  |                  |
|           | 6      | 1000 |     | 410210  | 100    | Payroll Expenditure         |      |          | 2,050.00        |                  |                  |
|           | 7      | 1000 |     | 410210  | 142    | Employer Contributions      |      |          | 12.60           |                  |                  |
|           | 8      | 1000 |     | 410210  | 143    | Employer Contributions      |      |          | 134.00          |                  |                  |
|           | 9      | 1000 |     | 410540  | 100    | Payroll Expenditure         |      |          | 2,090.10        |                  |                  |
|           | 10     | 1000 |     | 410540  | 141    | Employer Contributions      |      |          | 3.15            |                  |                  |
|           | 11     | 1000 |     | 410540  | 142    | Employer Contributions      |      |          | 12.85           |                  |                  |
|           | 12     | 1000 |     | 410540  | 143    | Employer Contributions      |      |          | 152.96          |                  |                  |
|           | 13     | 1000 |     | 410550  | 100    | Payroll Expenditure         |      |          | 2,090.11        |                  |                  |
|           | 14     | 1000 |     | 410550  | 141    | Employer Contributions      |      |          | 3.13            |                  |                  |
|           | 15     | 1000 |     | 410550  | 142    | Employer Contributions      |      |          | 12.84           |                  |                  |
|           | 16     | 1000 |     | 410550  | 143    | Employer Contributions      |      |          | 152.92          |                  |                  |
|           | 17     | 1000 |     | 420100  | 100    | Payroll Expenditure         |      |          | 88,554.06       |                  |                  |
|           | 18     | 1000 |     | 420100  | 141    | Employer Contributions      |      |          | 132.83          |                  |                  |
|           | 19     | 1000 |     | 420100  | 142    | Employer Contributions      |      |          | 2,586.55        |                  |                  |
|           | 20     | 1000 |     | 420100  | 143    | Employer Contributions      |      |          | 6,587.84        |                  |                  |
|           | 21     | 1000 |     | 420180  | 100    | Payroll Expenditure         |      |          | 1,559.44        |                  |                  |
|           | 22     | 1000 |     | 420180  | 141    | Employer Contributions      |      |          | 2.33            |                  |                  |
|           | 23     | 1000 |     | 420180  | 142    | Employer Contributions      |      |          | 9.60            |                  |                  |
|           | 24     | 1000 |     | 420180  | 143    | Employer Contributions      |      |          | 106.80          |                  |                  |
|           | 25     | 1000 |     | 420400  | 100    | Payroll Expenditure         |      |          | 3,352.14        |                  |                  |
|           | 26     | 1000 |     | 420400  | 141    | Employer Contributions      |      |          | 5.03            |                  |                  |
|           | 27     | 1000 |     | 420400  | 142    | Employer Contributions      |      |          | 20.60           |                  |                  |
|           | 28     | 1000 |     | 420400  | 143    | Employer Contributions      |      |          | 234.40          |                  |                  |
|           | 29     | 1000 |     | 420531  | 100    | Payroll Expenditure         |      |          | 4,911.58        |                  |                  |
|           | 30     | 1000 |     | 420531  | 141    | Employer Contributions      |      |          | 7.38            |                  |                  |
|           | 31     | 1000 |     | 420531  | 142    | Employer Contributions      |      |          | 30.17           |                  |                  |
|           | 32     | 1000 |     | 420531  | 143    | Employer Contributions      |      |          | 341.21          |                  |                  |
|           | 33     | 1000 |     | 460430  | 100    | Payroll Expenditure         |      |          | 8,078.29        |                  |                  |
|           | 34     | 1000 |     | 460430  | 141    | Employer Contributions      |      |          | 12.12           |                  |                  |
|           | 35     | 1000 |     | 460430  | 142    | Employer Contributions      |      |          | 428.64          |                  |                  |
|           | 36     | 1000 |     | 460430  | 143    | Employer Contributions      |      |          | 584.22          |                  |                  |
|           | 37     | 2370 |     | 101000  |        | Employer Contributions      |      |          |                 | 13,280.22        |                  |
|           | 38     | 2370 |     | 410130  | 144    | Employer Contributions      |      |          | 34.02           |                  |                  |
|           | 39     | 2370 |     | 410540  | 144    | Employer Contributions      |      |          | 189.54          |                  |                  |
|           | 40     | 2370 |     | 410550  | 144    | Employer Contributions      |      |          | 189.57          |                  |                  |
|           | 41     | 2370 |     | 420100  | 144    | Employer Contributions      |      |          | 11,243.43       |                  |                  |
|           | 42     | 2370 |     | 420180  | 144    | Employer Contributions      |      |          | 141.44          |                  |                  |
|           | 43     | 2370 |     | 420400  | 144    | Employer Contributions      |      |          | 304.04          |                  |                  |
|           | 44     | 2370 |     | 420531  | 144    | Employer Contributions      |      |          | 445.48          |                  |                  |
|           | 45     | 2370 |     | 460430  | 144    | Employer Contributions      |      |          | 732.70          |                  |                  |
|           | 46     | 2371 |     | 101000  |        | Employer Contributions      |      |          |                 | 24,259.90        |                  |
|           | 47     | 2371 |     | 410130  | 146    | Employer Contributions      |      |          | 6.75            |                  |                  |
|           | 48     | 2371 |     | 410210  | 146    | Employer Contributions      |      |          | 1,244.18        |                  |                  |
|           | 49     | 2371 |     | 410540  | 146    | Employer Contributions      |      |          | 545.76          |                  |                  |

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| Doc # | Line # | Fund | Org | Account | Object | Description<br>Fund Account | Type | Date | Debit<br>Amount | Credit<br>Amount | User ID/<br>Proj |
|-------|--------|------|-----|---------|--------|-----------------------------|------|------|-----------------|------------------|------------------|
|       | 50     | 2371 |     | 410550  | 146    | Employer Contributions      |      |      | 545.77          |                  |                  |
|       | 51     | 2371 |     | 420100  | 146    | Employer Contributions      |      |      | 15,112.85       |                  |                  |
|       | 52     | 2371 |     | 420180  | 146    | Employer Contributions      |      |      | 975.59          |                  |                  |
|       | 53     | 2371 |     | 420400  | 146    | Employer Contributions      |      |      | 992.26          |                  |                  |
|       | 54     | 2371 |     | 420531  | 146    | Employer Contributions      |      |      | 1,967.86        |                  |                  |
|       | 55     | 2371 |     | 430200  | 146    | Employer Contributions      |      |      | 2.55            |                  |                  |
|       | 56     | 2371 |     | 460430  | 146    | Employer Contributions      |      |      | 2,866.33        |                  |                  |
|       | 57     | 2565 |     | 101000  |        | Employer Contributions      |      |      |                 | 6,656.19         |                  |
|       | 58     | 2565 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 15,176.23        |                  |
|       | 59     | 2565 |     | 430200  | 100    | Payroll Expenditure         |      |      | 15,176.23       |                  |                  |
|       | 60     | 2565 |     | 430200  | 141    | Employer Contributions      |      |      | 22.73           |                  |                  |
|       | 61     | 2565 |     | 430200  | 142    | Employer Contributions      |      |      | 800.37          |                  |                  |
|       | 62     | 2565 |     | 430200  | 143    | Employer Contributions      |      |      | 1,114.38        |                  |                  |
|       | 63     | 2565 |     | 430200  | 144    | Employer Contributions      |      |      | 1,376.50        |                  |                  |
|       | 64     | 2565 |     | 430200  | 146    | Employer Contributions      |      |      | 3,342.21        |                  |                  |
|       | 65     | 2566 |     | 101000  |        | Employer Contributions      |      |      |                 | 2,519.47         |                  |
|       | 66     | 2566 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 5,213.63         |                  |
|       | 67     | 2566 |     | 430251  | 100    | Payroll Expenditure         |      |      | 5,213.63        |                  |                  |
|       | 68     | 2566 |     | 430251  | 141    | Employer Contributions      |      |      | 7.82            |                  |                  |
|       | 69     | 2566 |     | 430251  | 142    | Employer Contributions      |      |      | 274.81          |                  |                  |
|       | 70     | 2566 |     | 430251  | 143    | Employer Contributions      |      |      | 381.67          |                  |                  |
|       | 71     | 2566 |     | 430251  | 144    | Employer Contributions      |      |      | 472.89          |                  |                  |
|       | 72     | 2566 |     | 430251  | 146    | Employer Contributions      |      |      | 1,382.28        |                  |                  |
|       | 73     | 5210 |     | 101000  |        | Employer Contributions      |      |      |                 | 10,241.02        |                  |
|       | 74     | 5210 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 21,625.15        |                  |
|       | 75     | 5210 |     | 430500  | 100    | Payroll Expenditure         |      |      | 21,625.15       |                  |                  |
|       | 76     | 5210 |     | 430500  | 141    | Employer Contributions      |      |      | 32.45           |                  |                  |
|       | 77     | 5210 |     | 430500  | 142    | Employer Contributions      |      |      | 880.81          |                  |                  |
|       | 78     | 5210 |     | 430500  | 143    | Employer Contributions      |      |      | 1,587.70        |                  |                  |
|       | 79     | 5210 |     | 430500  | 144    | Employer Contributions      |      |      | 1,961.39        |                  |                  |
|       | 80     | 5210 |     | 430500  | 146    | Employer Contributions      |      |      | 5,778.67        |                  |                  |
|       | 81     | 5310 |     | 101000  |        | Employer Contributions      |      |      |                 | 10,337.19        |                  |
|       | 82     | 5310 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 23,771.99        |                  |
|       | 83     | 5310 |     | 430600  | 100    | Payroll Expenditure         |      |      | 23,771.99       |                  |                  |
|       | 84     | 5310 |     | 430600  | 141    | Employer Contributions      |      |      | 35.68           |                  |                  |
|       | 85     | 5310 |     | 430600  | 142    | Employer Contributions      |      |      | 786.71          |                  |                  |
|       | 86     | 5310 |     | 430600  | 143    | Employer Contributions      |      |      | 1,751.02        |                  |                  |
|       | 87     | 5310 |     | 430600  | 144    | Employer Contributions      |      |      | 2,156.13        |                  |                  |
|       | 88     | 5310 |     | 430600  | 146    | Employer Contributions      |      |      | 5,607.65        |                  |                  |
|       | 89     | 5410 |     | 101000  |        | Employer Contributions      |      |      |                 | 13,398.43        |                  |
|       | 90     | 5410 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 29,228.39        |                  |
|       | 91     | 5410 |     | 430830  | 100    | Payroll Expenditure         |      |      | 29,228.39       |                  |                  |
|       | 92     | 5410 |     | 430830  | 141    | Employer Contributions      |      |      | 43.83           |                  |                  |
|       | 93     | 5410 |     | 430830  | 142    | Employer Contributions      |      |      | 1,447.01        |                  |                  |
|       | 94     | 5410 |     | 430830  | 143    | Employer Contributions      |      |      | 2,156.09        |                  |                  |
|       | 95     | 5410 |     | 430830  | 144    | Employer Contributions      |      |      | 2,651.02        |                  |                  |
|       | 96     | 5410 |     | 430830  | 146    | Employer Contributions      |      |      | 7,100.48        |                  |                  |
|       | 97     | 5710 |     | 101000  |        | Employer Contributions      |      |      |                 | 2,963.95         |                  |
|       | 98     | 5710 |     | 101000  |        | Payroll Expenditure         |      |      |                 | 7,026.33         |                  |
|       | 99     | 5710 |     | 430252  | 100    | Payroll Expenditure         |      |      | 7,026.33        |                  |                  |

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| Doc # | Line # | Fund | Org | Account | Object | Description<br>Fund Account | Type | Date     | Debit<br>Amount | Credit<br>Amount | User ID/<br>Proj |
|-------|--------|------|-----|---------|--------|-----------------------------|------|----------|-----------------|------------------|------------------|
|       | 100    | 5710 |     | 430252  | 141    | Employer Contributions      |      |          | 10.54           |                  |                  |
|       | 101    | 5710 |     | 430252  | 142    | Employer Contributions      |      |          | 278.43          |                  |                  |
|       | 102    | 5710 |     | 430252  | 143    | Employer Contributions      |      |          | 518.29          |                  |                  |
|       | 103    | 5710 |     | 430252  | 144    | Employer Contributions      |      |          | 637.30          |                  |                  |
|       | 104    | 5710 |     | 430252  | 146    | Employer Contributions      |      |          | 1,519.39        |                  |                  |
|       | 105    | 7910 |     | 101000  |        | Direct Deposit Clearing     |      |          |                 | 130,847.23       |                  |
|       | 106    | 7910 |     | 101000  |        | Electronic Check            |      |          |                 | 135,549.56       |                  |
|       | 107    | 7910 |     | 101000  |        | Employee Checks             |      |          | 216,102.44      |                  |                  |
|       | 108    | 7910 |     | 101000  |        | Employer Contributions      |      |          | 95,344.22       |                  |                  |
|       | 109    | 7910 |     | 201000  |        | Check for tax/benefit plan  |      |          |                 | 62,348.01        |                  |
|       | 110    | 7910 |     | 201000  |        | Employee Checks             |      |          |                 | 15,260.22        |                  |
|       | 111    | 7910 |     | 212200  |        | Electronic Check            |      |          | 35,931.13       |                  |                  |
|       | 112    | 7910 |     | 212200  |        | Employee Deduction          |      |          |                 | 6,770.88         |                  |
|       | 113    | 7910 |     | 212200  |        | Employer Contributions      |      |          |                 | 10,840.89        |                  |
|       | 114    | 7910 |     | 212501  |        | Electronic Check            |      |          | 31,817.42       |                  |                  |
|       | 115    | 7910 |     | 212501  |        | Employee Deduction          |      |          |                 | 15,908.71        |                  |
|       | 116    | 7910 |     | 212501  |        | Employer Contributions      |      |          |                 | 15,908.71        |                  |
|       | 117    | 7910 |     | 212502  |        | Electronic Check            |      |          | 43,443.79       |                  |                  |
|       | 118    | 7910 |     | 212502  |        | Employee Deduction          |      |          |                 | 10,185.99        |                  |
|       | 119    | 7910 |     | 212502  |        | Employer Contributions      |      |          |                 | 11,694.56        |                  |
|       | 120    | 7910 |     | 212503  |        | Employer Contributions      |      |          |                 | 319.02           |                  |
|       | 121    | 7910 |     | 212504  |        | Employer Contributions      |      |          |                 | 7,590.46         |                  |
|       | 122    | 7910 |     | 212505  |        | Electronic Check            |      |          | 16,581.79       |                  |                  |
|       | 123    | 7910 |     | 212505  |        | Employee Deduction          |      |          |                 | 16,581.79        |                  |
|       | 124    | 7910 |     | 212506  |        | Electronic Check            |      |          | 6,585.00        |                  |                  |
|       | 125    | 7910 |     | 212506  |        | Employee Deduction          |      |          |                 | 6,585.00         |                  |
|       | 126    | 7910 |     | 212510  |        | Check for tax/benefit plan  |      |          | 61,618.39       |                  |                  |
|       | 127    | 7910 |     | 212510  |        | Electronic Check            |      |          | 1,190.43        |                  |                  |
|       | 128    | 7910 |     | 212510  |        | Employee Deduction          |      |          |                 | 13,233.00        |                  |
|       | 129    | 7910 |     | 212510  |        | Employer Contributions      |      |          |                 | 48,990.58        |                  |
|       | 130    | 7910 |     | 212515  |        | Check for tax/benefit plan  |      |          | 729.62          |                  |                  |
|       | 131    | 7910 |     | 212515  |        | Employee Deduction          |      |          |                 | 729.62           |                  |
| UB    | 2821   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 122000  |        | Billing - UB                |      |          | 135,582.77      |                  |                  |
|       | 2      | 5210 |     | 313021  |        | Billing - UB                |      |          |                 | 706.65           |                  |
|       | 3      | 5210 |     | 343021  |        | Billing - UB                |      |          |                 | 134,876.12       |                  |
|       | 4      | 5310 |     | 122000  |        | Billing - UB                |      |          | 147,485.58      |                  |                  |
|       | 5      | 5310 |     | 343031  |        | Billing - UB                |      |          |                 | 147,485.58       |                  |
| UB    | 2822   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Receipts - ACH   UB         |      |          | 30,297.93       |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Receipts - ACH   UB         |      |          |                 | 30,297.93        |                  |
|       | 3      | 5310 |     | 101000  |        | Receipts - ACH   UB         |      |          | 31,693.61       |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Receipts - ACH   UB         |      |          |                 | 31,693.61        |                  |
| UB    | 2823   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 2,644.46        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 2,644.46         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 2,772.90        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 2,772.90         |                  |

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CITY OF SIDNEY  
Journal Voucher Details  
For the Accounting Period: 2/25

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| Doc # | Line # | Fund | Org | Account | Object | Description<br>Fund Account | Type | Date     | Debit<br>Amount | Credit<br>Amount | User ID/<br>Proj |
|-------|--------|------|-----|---------|--------|-----------------------------|------|----------|-----------------|------------------|------------------|
| UB    | 2824   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,604.21        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,604.21         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 1,729.55        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 1,729.55         |                  |
| UB    | 2825   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,013.86        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,013.86         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 904.92          |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 904.92           |                  |
| UB    | 2826   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 5,965.57        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 5,965.57         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 6,992.60        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 6,992.60         |                  |
| UB    | 2827   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,890.47        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,890.47         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 1,727.16        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 1,727.16         |                  |
| UB    | 2828   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 2,975.44        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 2,975.44         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 3,205.61        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 3,205.61         |                  |
| UB    | 2829   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 3,933.42        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 3,933.42         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 4,519.09        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 4,519.09         |                  |
| UB    | 2830   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,083.23        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,083.23         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 1,162.50        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 1,162.50         |                  |
| UB    | 2831   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,187.54        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,187.54         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 1,221.25        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 1,221.25         |                  |
| UB    | 2832   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,056.05        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,056.05         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 824.66          |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 824.66           |                  |
| UB    | 2833   | 2/25 |     |         |        |                             |      | 03/03/25 |                 |                  | UB               |
|       | 1      | 5210 |     | 101000  |        | Batch Payment               |      |          | 1,967.38        |                  |                  |
|       | 2      | 5210 |     | 122000  |        | Batch Payment               |      |          |                 | 1,967.38         |                  |
|       | 3      | 5310 |     | 101000  |        | Batch Payment               |      |          | 1,900.36        |                  |                  |
|       | 4      | 5310 |     | 122000  |        | Batch Payment               |      |          |                 | 1,900.36         |                  |

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CITY OF SIDNEY  
Journal Voucher Details  
For the Accounting Period: 2/25

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| Doc #       | Line # | Fund | Org | Account | Object | Description<br>Fund Account | Type     | Date     | Debit<br>Amount | Credit<br>Amount | User ID/<br>Proj |
|-------------|--------|------|-----|---------|--------|-----------------------------|----------|----------|-----------------|------------------|------------------|
| UB          | 2834   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 801.11          |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 801.11           |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 827.39          |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 827.39           |                  |
| UB          | 2835   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 459.10          |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 459.10           |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 429.43          |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 429.43           |                  |
| UB          | 2836   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 963.63          |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 963.63           |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 1,028.06        |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 1,028.06         |                  |
| UB          | 2837   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 1,109.93        |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 1,109.93         |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 1,160.97        |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 1,160.97         |                  |
| UB          | 2838   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 2,596.89        |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 2,596.89         |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 2,383.16        |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 2,383.16         |                  |
| UB          | 2839   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 101000  |        | Batch Payment               |          |          | 1,074.19        |                  |                  |
|             | 2      | 5210 |     | 122000  |        | Batch Payment               |          |          |                 | 1,074.19         |                  |
|             | 3      | 5310 |     | 101000  |        | Batch Payment               |          |          | 1,111.18        |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Batch Payment               |          |          |                 | 1,111.18         |                  |
| UB          | 2840   | 2/25 |     |         |        |                             | TRANSFER | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 122000  |        | Adj-UB Auto Distribute      |          |          | 3,489.48        |                  |                  |
|             | 2      | 5210 |     | 101000  |        | Adj-UB Auto Distribute      |          |          |                 | 3,489.48         |                  |
|             | 3      | 5310 |     | 101000  |        | Adj-UB Auto Distribute      |          |          | 3,489.48        |                  |                  |
|             | 4      | 5310 |     | 122000  |        | Adj-UB Auto Distribute      |          |          |                 | 3,489.48         |                  |
| UB          | 2841   | 2/25 |     |         |        |                             |          | 03/03/25 |                 |                  | UB               |
|             | 1      | 5210 |     | 122000  |        | Adjustment - UB             |          |          | 713.04          |                  |                  |
|             | 2      | 5210 |     | 343021  |        | Adjustment - UB             |          |          |                 | 713.04           |                  |
|             | 3      | 5310 |     | 122000  |        | Adjustment - UB             |          |          | 245.94          |                  |                  |
|             | 4      | 5310 |     | 343031  |        | Adjustment - UB             |          |          |                 | 245.94           |                  |
| Grand Total |        |      |     |         |        |                             |          |          | 1,240,015.99    | 1,240,015.99     |                  |

Treasurer's Report  
FEBRAURY 2025

Item b.

| Fund Name      | Expended YTD             | % Expended | Revenued YTD          | % Revenued | Difference Rev vs Exp | Cash Balance           | Notes |
|----------------|--------------------------|------------|-----------------------|------------|-----------------------|------------------------|-------|
| <b>General</b> | <b>\$1,829,825.99</b>    | <b>46%</b> | <b>\$1,861,328.70</b> | <b>47%</b> | <b>\$31,502.71</b>    | <b>\$1,374,510.94</b>  |       |
| 1000           |                          |            |                       |            |                       |                        |       |
| 2060           | Playgrounds & Parks      | 0%         | \$1,623.22            | 100%       | \$1,623.22            | \$31,242.27            |       |
| 2061           | Ballparks & Ballfields   | 0%         | \$1,236.59            | 100%       | \$1,236.59            | \$23,800.75            |       |
| 2062           | Tennis Courts            | 17%        | \$8,111.33            | 10%        | -\$31,408.67          | \$116,599.56           |       |
| 2063           | Bike Path Enhancement    | 2%         | \$4,652.89            | 32%        | \$3,152.89            | \$86,412.23            |       |
| 2101           | T&I/D                    | 21%        | \$78,265.24           | 26%        | \$14,743.97           | \$27,753.10            |       |
| 2170           | Airport                  | 0%         | \$10,812.76           | 61%        | \$10,812.76           | \$15,922.52            |       |
| 2190           | Comprehensive Liability  | 100%       | \$25,865.12           | 67%        | -\$25,721.38          | -\$9,891.09            |       |
| 2220           | Library Levy             | 0%         | \$2,620.73            | 186%       | \$2,620.73            | \$26,489.36            |       |
| 2260           | Emergency Disaster       | 0%         | \$5,792.09            | 74%        | \$5,792.09            | \$49,045.22            |       |
| 2350           | Local Govt Study Comm    | 3%         | \$18,126.14           | 58%        | \$17,301.14           | \$17,300.82            |       |
| 2370           | PEES                     | 41%        | \$103,843.41          | 65%        | -\$15,728.40          | \$121,711.11           |       |
| 2371           | Group Health             | 47%        | \$170,207.94          | 59%        | -\$27,459.35          | \$103,337.57           |       |
| 2372           | Permissive Health Levy   | 0%         | \$272.24              | 193%       | \$272.24              | \$2,843.33             |       |
| 2390           | Drug Forfeiture          | 40%        | \$2,572.76            | 18%        | -\$7,394.19           | \$32,779.16            |       |
| 2399           | Impact Fees              | 0%         | \$16,474.73           | 100%       | \$16,474.73           | \$316,038.97           |       |
| 2425           | Street Lighting          | 44%        | \$118,210.92          | 72%        | \$32,788.53           | \$421,038.97           |       |
| 2450           | Dutch Elm Tree Removal   | 0%         | \$250.94              | 100%       | \$250.94              | \$4,829.95             |       |
| 2555           | Street Maintenance       | 61%        | \$607,146.55          | 130%       | \$277,747.01          | \$431,618.33           |       |
| 2566           | Snow Removal             | 42%        | \$6,340.88            | 3%         | -\$78,941.78          | \$37,293.12            |       |
| 2584           | Mowing                   | 4%         | \$10,668.58           | 30%        | \$6,430.05            | \$100,953.72           |       |
| 2598           | MVS Park Maintenance     | 14%        | \$3,349.15            | 126%       | \$1,699.15            | \$29,610.37            |       |
| 2810           | Police Reserve Training  | 26%        | \$939.83              | 6%         | -\$4,328.31           | \$11,322.66            |       |
| 2820           | Gas Apportionment Tax    | 81%        | \$232,483.56          | 74%        | -\$667,985.69         | \$508,757.92           |       |
| 2821           | New Fuel Tax             | 0%         | \$0.00                | 0%         | \$0.00                | \$28.72                |       |
| 2861           | Main Street MT Grant     | 99%        | \$49,548.77           | 99%        | \$0.00                | \$0.00                 |       |
| 2869           | Nuisance                 | 48%        | \$24,043.25           | 3%         | -\$22,155.75          | -\$22,155.75           |       |
| 2890           | Oil/Gas Severage         | 6%         | \$544,178.33          | 101%       | \$502,135.10          | \$829,888.89           |       |
| 2990           | HB 645- ARPA             | 71%        | \$10,310.78           | 100%       | -\$127,885.98         | \$60,255.67            |       |
| 3400           | Revolving Fund           | 0%         | \$3,354.90            | 100%       | \$3,354.90            | \$64,571.93            |       |
| 3600           | SID 100                  | 0%         | \$0.00                | 18%        | \$0.00                | \$28,715.09            |       |
| 3601           | SID 101A                 | 0%         | \$0.00                | 0%         | \$0.00                | \$48,667.45            |       |
| 3602           | SID 102                  | 0%         | \$0.00                | 0%         | \$0.00                | \$8,418.79             |       |
| 3603           | SID 103                  | 0%         | \$0.00                | 0%         | \$0.00                | \$4,750.00             |       |
| 3604           | SID 104                  | 49%        | \$35,017.66           | 63%        | \$9,021.21            | \$22,905.25            |       |
| 4010           | City Hall CIP            | 3%         | \$6,584.96            | 100%       | \$3,044.03            | \$110,529.94           |       |
| 4011           | Pool CIP                 | 36%        | \$7,946.48            | 15%        | -\$62,152.57          | \$82,847.43            |       |
| 4015           | Parks CIP                | 14%        | \$4,784.99            | 16%        | -\$10,715.01          | \$76,596.99            |       |
| 4016           | Parks Facility CIP       | 0%         | \$822.05              | 2%         | \$822.05              | \$15,822.05            |       |
| 4020           | Police CIP               | 20%        | \$7,806.61            | 100%       | -\$10,472.17          | \$134,650.65           |       |
| 4025           | Police Investigative CIP | 12%        | \$2,821.52            | 18%        | -\$891.48             | \$54,305.96            |       |
| 4030           | Street Equipment         | 64%        | \$5,288.20            | 3%         | -\$182,569.80         | -\$86,075.63           |       |
| 4031           | Street Construction      | 0%         | \$6,002.95            | 100%       | \$6,002.95            | \$115,539.28           |       |
| 4040           | Fire Equipment           | 0%         | \$47,841.00           | 49%        | \$47,841.00           | \$920,799.23           |       |
| 4060           | Bike Path Enhancement    | 0%         | \$4,690.89            | 100%       | \$4,690.89            | \$90,285.94            |       |
| 4070           | Downtown Enhancement     | 0%         | \$1,274.35            | 100%       | \$1,274.35            | \$24,527.42            |       |
| 4075           | Curb & Sidewalk          | 91%        | \$0.00                | 0%         | -\$9,425.00           | \$1,174.96             |       |
| 5210           | Water Utility            | 11%        | \$1,772,035.12        | 16%        | \$602,935.72          | \$6,559,639.95         |       |
| 5211           | Water Impact Fees        | 0%         | \$19,801.11           | 125%       | \$0.00                | \$305,891.38           |       |
| 5310           | Sewer Utility            | 22%        | \$1,728,243.22        | 26%        | -\$1,524.92           | \$4,205,337.26         |       |
| 5311           | Sewer Impact Fees        | 1%         | \$10,900.70           | 138%       | \$10,139.70           | \$152,831.53           |       |
| 5410           | Solid Waste              | 68%        | \$670,902.45          | 50%        | -\$258,678.24         | \$294,308.25           |       |
| 5710           | Sweeping Operating       | 70%        | \$229,828.01          | 66%        | -\$168,815.09         | \$373,716.62           |       |
| 7060           | Playgrounds & Parks      | 0%         | \$0.00                | 0%         | \$0.00                | \$0.00                 |       |
| 7120           | Fire Disability          | 47%        | \$57,034.20           | 69%        | \$14,534.20           | \$25,467.30            |       |
| 7970           | Grant-Richland County    | 0%         | \$896.42              | 0%         | \$896.42              | \$17,969.24            |       |
| <b>Totals</b>  | <b>\$8,583,071.87</b>    | <b>28%</b> | <b>\$8,520,999.47</b> | <b>37%</b> | <b>-\$62,072.40</b>   | <b>\$18,403,532.65</b> |       |

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CITY OF SIDNEY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 2 / 25

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Report ID: B100F

| Fund                                    | Committed<br>Current Month | Committed<br>YTD | Original<br>Appropriation | Current<br>Appropriation | Available<br>Appropriation | %<br>Comm. |
|-----------------------------------------|----------------------------|------------------|---------------------------|--------------------------|----------------------------|------------|
| 1000 General                            | 206,756.52                 | 1,829,825.99     | 3,952,428.00              | 3,952,428.00             | 2,122,602.01               | 46%        |
| 2060 PLAYGROUNDS & PARKS                | 0.00                       | 0.00             | 30,000.00                 | 30,000.00                | 30,000.00                  | 0%         |
| 2061 BALLPARKS & BALLFIELDS             | 0.00                       | 0.00             | 19,000.00                 | 19,000.00                | 19,000.00                  | 0%         |
| 2062 TENNIS COURTS                      | 25,000.00                  | 39,520.00        | 230,000.00                | 230,000.00               | 190,480.00                 | 17%        |
| 2063 BIKE PATH                          | 0.00                       | 1,500.00         | 97,400.00                 | 97,400.00                | 95,900.00                  | 2%         |
| 2101 TBID                               | 7,335.00                   | 63,521.27        | 300,000.00                | 300,000.00               | 236,478.73                 | 21%        |
| 2170 Airport                            | 0.00                       | 0.00             | 19,958.00                 | 19,958.00                | 19,958.00                  | 0%         |
| 2190 Comprehensive Liability            | 0.00                       | 51,586.50        | 51,587.00                 | 51,587.00                | 0.50                       | 100%       |
| 2220 Library Levy                       | 0.00                       | 0.00             | 25,000.00                 | 25,000.00                | 25,000.00                  | 0%         |
| 2260 Emergency Disaster                 | 0.00                       | 0.00             | 49,135.00                 | 49,135.00                | 49,135.00                  | 0%         |
| 2350 Local Govt Study Commission        | 0.00                       | 825.00           | 31,000.00                 | 31,000.00                | 30,175.00                  | 3%         |
| 2370 P.E.R.S. - Employer Contribution   | 13,280.22                  | 119,571.81       | 295,016.00                | 295,016.00               | 175,444.19                 | 41%        |
| 2371 Employer Contribution Group Health | 24,259.90                  | 197,667.29       | 416,729.00                | 416,729.00               | 219,061.71                 | 47%        |
| 2372 Permissive Health LEvy             | 0.00                       | 0.00             | 2,700.00                  | 2,700.00                 | 2,700.00                   | 0%         |
| 2390 Drug Forfeiture                    | 58.58                      | 9,966.95         | 25,000.00                 | 25,000.00                | 15,033.05                  | 40%        |
| 2399 Impact Fees                        | 0.00                       | 0.00             | 310,990.00                | 310,990.00               | 310,990.00                 | 0%         |
| 2425 Street Lighting                    | 12,076.48                  | 85,422.39        | 195,500.00                | 195,500.00               | 110,077.61                 | 44%        |
| 2550 Tree Removal - Dutch Elm Disease   | 0.00                       | 0.00             | 4,600.00                  | 4,600.00                 | 4,600.00                   | 0%         |
| 2565 City Wide Street Maintenance       | 29,556.42                  | 329,399.54       | 539,261.00                | 539,261.00               | 209,861.46                 | 61%        |
| 2566 SNOW REMOVAL                       | 10,190.71                  | 85,282.66        | 203,553.00                | 203,553.00               | 118,270.34                 | 42%        |
| 2584 Mowing                             | 0.00                       | 2,238.53         | 60,000.00                 | 60,000.00                | 57,761.47                  | 4%         |
| 2598 MVS Park Maintenance #98           | 0.00                       | 1,650.00         | 12,000.00                 | 12,000.00                | 10,350.00                  | 14%        |
| 2810 Police Reserve Training            | 0.00                       | 5,268.14         | 20,000.00                 | 20,000.00                | 14,731.86                  | 26%        |
| 2820 Gas Apportionment Tax              | 23,942.37                  | 900,469.25       | 1,117,628.00              | 1,117,628.00             | 217,158.75                 | 81%        |
| 2861 MAIN STREET MT GRANT               | 0.00                       | 49,548.77        | 50,000.00                 | 50,000.00                | 451.23                     | 99%        |

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CITY OF SIDNEY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 2 / 25

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| Fund                                    | Committed<br>Current Month | Committed<br>YTD | Original<br>Appropriation | Current<br>Appropriation | Available<br>Appropriation | %<br>Comm. |
|-----------------------------------------|----------------------------|------------------|---------------------------|--------------------------|----------------------------|------------|
| 2869 Nuisance                           | 0.00                       | 24,043.25        | 50,000.00                 | 50,000.00                | 25,956.75                  | 48%        |
| 2890 Oil/Gas Severance                  | 2,000.00                   | 42,043.23        | 656,100.00                | 656,100.00               | 614,056.77                 | 6%         |
| 2990 ARPA                               | 0.00                       | 138,196.76       | 193,333.00                | 193,333.00               | 55,136.24                  | 71%        |
| 3600 SID 100 SMV Paving                 | 0.00                       | 0.00             | 28,715.00                 | 28,715.00                | 28,715.00                  | 0%         |
| 3601 SID 101A                           | 0.00                       | 0.00             | 48,667.00                 | 48,667.00                | 48,667.00                  | 0%         |
| 3604 SID #104                           | 0.00                       | 25,996.45        | 53,000.00                 | 53,000.00                | 27,003.55                  | 49%        |
| 4010 City Hall CIP                      | 0.00                       | 3,540.93         | 124,412.00                | 124,412.00               | 120,871.07                 | 3%         |
| 4011 POOL CIP                           | 0.00                       | 70,099.05        | 197,000.00                | 197,000.00               | 126,900.95                 | 36%        |
| 4015 Parks CIP                          | 0.00                       | 15,500.00        | 114,500.00                | 114,500.00               | 99,000.00                  | 14%        |
| 4016 PARKS FACILITY CIP                 | 0.00                       | 0.00             | 15,000.00                 | 15,000.00                | 15,000.00                  | 0%         |
| 4020 Police CIP                         | 2,675.00                   | 18,278.78        | 90,000.00                 | 90,000.00                | 71,721.22                  | 20%        |
| 4025 Police Investigative CIP           | 3,713.00                   | 3,713.00         | 30,000.00                 | 30,000.00                | 26,287.00                  | 12%        |
| 4030 Cap Proj-Street Equipment          | 0.00                       | 187,858.00       | 291,700.00                | 291,700.00               | 103,842.00                 | 64%        |
| 4031 Cap Proj-Street Construction       | 0.00                       | 0.00             | 83,000.00                 | 83,000.00                | 83,000.00                  | 0%         |
| 4040 Capital Projects - Fire Equipment  | 0.00                       | 0.00             | 40,000.00                 | 40,000.00                | 40,000.00                  | 0%         |
| 4060 Enhancement Project-CTEP-Bike Path | 0.00                       | 0.00             | 65,000.00                 | 65,000.00                | 65,000.00                  | 0%         |
| 4070 Downtown Enhancement Capital       | 0.00                       | 0.00             | 12,500.00                 | 12,500.00                | 12,500.00                  | 0%         |
| 4075 Curb & Sidewalk                    | 0.00                       | 9,425.00         | 10,324.00                 | 10,324.00                | 899.00                     | 91%        |
| 5210 Water Utility                      | 61,515.29                  | 1,169,099.40     | 10,357,084.00             | 10,357,084.00            | 9,187,984.60               | 11%        |
| 5211 WATER IMPACT FEES                  | 0.00                       | 761.00           | 297,225.00                | 297,225.00               | 296,464.00                 | 0%         |
| 5310 Sewer Utility                      | 71,189.09                  | 1,729,768.14     | 7,764,738.00              | 7,764,738.00             | 6,034,969.86               | 22%        |
| 5311 SEWER IMPACT FEES                  | 0.00                       | 761.00           | 146,315.00                | 146,315.00               | 145,554.00                 | 1%         |
| 5410 Solid Waste                        | 62,204.08                  | 929,580.69       | 1,363,493.00              | 1,363,493.00             | 433,912.31                 | 68%        |
| 5710 Sweeping Operating                 | 12,608.66                  | 398,643.10       | 567,403.00                | 567,403.00               | 168,759.90                 | 70%        |
| 7120 Fire Disability                    | 0.00                       | 42,500.00        | 90,000.00                 | 90,000.00                | 47,500.00                  | 47%        |

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CITY OF SIDNEY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 2 / 25

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| Fund                       | Committed<br>Current Month | Committed<br>YTD    | Original<br>Appropriation | Current<br>Appropriation | Available<br>Appropriation | %<br>Comm. |
|----------------------------|----------------------------|---------------------|---------------------------|--------------------------|----------------------------|------------|
| 7970 Grant-Richland County | 0.00                       | 0.00                | 5,223.00                  | 5,223.00                 | 5,223.00                   | 0%         |
| <b>Grand Total:</b>        | <b>568,361.32</b>          | <b>8,583,071.87</b> | <b>30,753,217.00</b>      | <b>30,753,217.00</b>     | <b>22,170,145.13</b>       | <b>28%</b> |

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CITY OF SIDNEY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 2 / 25

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Report ID: B110F

| Fund                                    | Received      |              | Estimated Revenue | Revenue        |            |
|-----------------------------------------|---------------|--------------|-------------------|----------------|------------|
|                                         | Current Month | Received YTD |                   | To Be Received | % Received |
| 1000 General                            | 57,818.94     | 1,861,328.70 | 3,952,951.00      | 2,091,622.30   | 47 %       |
| 2060 PLAYGROUNDS & PARKS                | 0.00          | 1,623.22     | 1,623.00          | -0.22          | 100 %      |
| 2061 BALLPARKS & BALLFIELDS             | 0.00          | 1,236.59     | 1,237.00          | 0.41           | 100 %      |
| 2062 TENNIS COURTS                      | 0.00          | 8,111.33     | 83,111.00         | 74,999.67      | 10 %       |
| 2063 BIKE PATH                          | 0.00          | 4,652.89     | 14,563.00         | 9,910.11       | 32 %       |
| 2101 TBID                               | 7,335.00      | 78,265.24    | 301,180.00        | 222,914.76     | 26 %       |
| 2170 Airport                            | 72.32         | 10,812.76    | 17,613.00         | 6,800.24       | 61 %       |
| 2190 Comprehensive Liability            | 174.90        | 25,865.12    | 38,791.00         | 12,925.88      | 67 %       |
| 2220 Library Levy                       | 5.16          | 2,620.73     | 1,408.00          | -1,212.73      | 186 %      |
| 2260 Emergency Disaster                 | 23.84         | 5,792.09     | 7,780.00          | 1,987.91       | 74 %       |
| 2350 Local Govt Study Commission        | 125.31        | 18,126.14    | 31,002.00         | 12,875.86      | 58 %       |
| 2370 P.E.R.S. - Employer Contribution   | 669.97        | 103,843.41   | 160,156.00        | 56,312.59      | 65 %       |
| 2371 Employer Contribution Group Health | 1,140.14      | 170,207.94   | 288,673.00        | 118,465.06     | 59 %       |
| 2372 Permissive Health LEvy             | 0.08          | 272.24       | 141.00            | -131.24        | 193 %      |
| 2390 Drug Forfeiture                    | 0.00          | 2,572.76     | 14,280.00         | 11,707.24      | 18 %       |
| 2399 Impact Fees                        | 0.00          | 16,474.73    | 16,417.00         | -57.73         | 100 %      |
| 2425 Street Lighting                    | 514.07        | 118,210.92   | 163,501.00        | 45,290.08      | 72 %       |
| 2550 Tree Removal - Dutch Elm Disease   | 0.00          | 250.94       | 251.00            | 0.06           | 100 %      |
| 2565 City Wide Street Maintenance       | 3,776.23      | 607,146.55   | 465,702.00        | -141,444.55    | 130 %      |
| 2566 SNOW REMOVAL                       | 0.00          | 6,340.88     | 220,441.00        | 214,100.12     | 3 %        |
| 2584 Mowing                             | 0.00          | 10,668.58    | 35,412.00         | 24,743.42      | 30 %       |
| 2598 MVS Park Maintenance #98           | 15.32         | 3,349.15     | 2,650.00          | -699.15        | 126 %      |
| 2810 Police Reserve Training            | 0.00          | 939.83       | 16,940.00         | 16,000.17      | 6 %        |
| 2820 Gas Apportionment Tax              | 22,986.19     | 232,483.56   | 313,639.00        | 81,155.44      | 74 %       |
| 2861 MAIN STREET MT GRANT               | 0.00          | 49,548.77    | 50,000.00         | 451.23         | 99 %       |
| 2869 Nuisance                           | 0.00          | 1,887.50     | 65,000.00         | 63,112.50      | 3 %        |

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CITY OF SIDNEY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 2 / 25

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| Fund                                      | Received          |                     | Estimated Revenue    | Revenue              |             |
|-------------------------------------------|-------------------|---------------------|----------------------|----------------------|-------------|
|                                           | Current Month     | Received YTD        |                      | To Be Received       | % Received  |
| 2890 Oil/Gas Severance                    | 1,055.85          | 544,178.33          | 537,962.00           | -6,216.33            | 101 %       |
| 2990 ARPA                                 | 0.00              | 10,310.78           | 10,311.00            | 0.22                 | 100 %       |
| 3400 Revolving Fund                       | 0.00              | 3,354.90            | 3,355.00             | 0.10                 | 100 %       |
| 3604 SID #104                             | -883.44           | 35,017.66           | 55,861.00            | 20,843.34            | 63 %        |
| 4010 City Hall CIP                        | 0.00              | 6,584.96            | 6,585.00             | 0.04                 | 100 %       |
| 4011 POOL CIP                             | 0.00              | 7,946.48            | 52,946.00            | 44,999.52            | 15 %        |
| 4015 Parks CIP                            | 0.00              | 4,784.99            | 29,785.00            | 25,000.01            | 16 %        |
| 4016 PARKS FACILITY CIP                   | 0.00              | 822.05              | 50,822.00            | 49,999.95            | 2 %         |
| 4020 Police CIP                           | 0.00              | 7,806.61            | 7,807.00             | 0.39                 | 100 %       |
| 4025 Police Investigative CIP             | 0.00              | 2,821.52            | 15,822.00            | 13,000.48            | 18 %        |
| 4030 Cap Proj-Street Equipment            | 0.00              | 5,288.20            | 199,288.00           | 193,999.80           | 3 %         |
| 4031 Cap Proj-Street Construction         | 0.00              | 6,002.95            | 6,003.00             | 0.05                 | 100 %       |
| 4040 Capital Projects - Fire Equipment    | 0.00              | 47,841.00           | 97,841.00            | 50,000.00            | 49 %        |
| 4060 Enhancement Project-CTEP-Bike Path   | 0.00              | 4,690.89            | 4,691.00             | 0.11                 | 100 %       |
| 4070 Downtown Enhancement Capital Project | 0.00              | 1,274.35            | 1,274.00             | -0.35                | 100 %       |
| 5210 Water Utility                        | 136,435.81        | 1,772,035.12        | 10,819,156.00        | 9,047,120.88         | 16 %        |
| 5211 WATER IMPACT FEES                    | 0.00              | 19,801.11           | 15,801.00            | -4,000.11            | 125 %       |
| 5310 Sewer Utility                        | 223,012.73        | 1,728,243.22        | 6,635,066.00         | 4,906,822.78         | 26 %        |
| 5311 SEWER IMPACT FEES                    | 0.00              | 10,900.70           | 7,901.00             | -2,999.70            | 138 %       |
| 5410 Solid Waste                          | 12,728.68         | 670,902.45          | 1,343,943.00         | 673,040.55           | 50 %        |
| 5710 Sweeping Operating                   | 2,386.11          | 229,828.01          | 347,320.00           | 117,491.99           | 66 %        |
| 7120 Fire Disability                      | 283.03            | 57,034.20           | 82,290.00            | 25,255.80            | 69 %        |
| 7970 Grant-Richland County                | 0.00              | 896.42              | 0.00                 | -896.42              | %           |
| <b>Grand Total:</b>                       | <b>469,676.24</b> | <b>8,520,999.47</b> | <b>26,596,292.00</b> | <b>18,075,292.53</b> | <b>32 %</b> |

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CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 2/25

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| Fund/Account                            | Beginning<br>Balance | Received         | Transfers<br>In | Disbursed | Transfers<br>Out  | Ending<br>Balance   |
|-----------------------------------------|----------------------|------------------|-----------------|-----------|-------------------|---------------------|
| 1000 General                            |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 1,475,513.69         | 57,818.94        | 0.00            | 0.00      | 145,070.07        | 1,388,262.56        |
| 101240 UNRESTRICTED CASH ACCOUNT        | 1,063.67             | 0.00             | 0.00            | 0.00      | 0.00              | 1,063.67            |
| 102000 Cash - Restricted                | -6,863.29            | 0.00             | 0.00            | 0.00      | 0.00              | -6,863.29           |
| 102250 Cash-Capital Equipment           | -8,227.00            | 0.00             | 0.00            | 0.00      | 0.00              | -8,227.00           |
| 103000 Petty Cash                       | 125.00               | 0.00             | 0.00            | 0.00      | 0.00              | 125.00              |
| 103100                                  | 150.00               | 0.00             | 0.00            | 0.00      | 0.00              | 150.00              |
| <b>Total Fund</b>                       | <b>1,461,762.07</b>  | <b>57,818.94</b> |                 |           | <b>145,070.07</b> | <b>1,374,510.94</b> |
| 2060 PLAYGROUNDS & PARKS                |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 31,242.27            | 0.00             | 0.00            | 0.00      | 0.00              | 31,242.27           |
| 2061 BALLPARKS & BALLFIELDS             |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 23,800.75            | 0.00             | 0.00            | 0.00      | 0.00              | 23,800.75           |
| 2062 TENNIS COURTS                      |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 141,599.56           | 0.00             | 0.00            | 0.00      | 25,000.00         | 116,599.56          |
| 2063 BIKE PATH                          |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 86,412.23            | 0.00             | 0.00            | 0.00      | 0.00              | 86,412.23           |
| 2101 TBID                               |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 27,753.10            | 7,335.00         | 0.00            | 0.00      | 7,335.00          | 27,753.10           |
| 2170 Airport                            |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 15,850.20            | 72.32            | 0.00            | 0.00      | 0.00              | 15,922.52           |
| 2190 Comprehensive Liability            |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | -10,065.99           | 174.90           | 0.00            | 0.00      | 0.00              | -9,891.09           |
| 2220 Library Levy                       |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 26,484.20            | 5.16             | 0.00            | 0.00      | 0.00              | 26,489.36           |
| 2260 Emergency Disaster                 |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 49,021.38            | 23.84            | 0.00            | 0.00      | 0.00              | 49,045.22           |
| 2270 Employee Health Levy               |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 14.04                | 0.00             | 0.00            | 0.00      | 0.00              | 14.04               |
| 2350 Local Govt Study Commission        |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 17,175.51            | 125.31           | 0.00            | 0.00      | 0.00              | 17,300.82           |
| 2370 P.E.R.S. - Employer Contribution   |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 134,321.36           | 669.97           | 0.00            | 0.00      | 13,280.22         | 121,711.11          |
| 2371 Employer Contribution Group Health |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 126,457.33           | 1,140.14         | 0.00            | 0.00      | 24,259.90         | 103,337.57          |
| 2372 Permissive Health LEvy             |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 2,843.33             | 0.08             | 0.00            | 0.00      | 0.00              | 2,843.41            |
| 2390 Drug Forfeiture                    |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 32,779.16            | 0.00             | 0.00            | 0.00      | 0.00              | 32,779.16           |
| 2399 Impact Fees                        |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 316,038.97           | 0.00             | 0.00            | 0.00      | 0.00              | 316,038.97          |
| 2425 Street Lighting                    |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 433,189.35           | 514.07           | 0.00            | 0.00      | 12,076.48         | 421,626.94          |
| 2550 Tree Removal - Dutch Elm Disease   |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 4,829.95             | 0.00             | 0.00            | 0.00      | 0.00              | 4,829.95            |
| 2564 N-H Street Maintenance             |                      |                  |                 |           |                   |                     |
| 101000 Cash - Operating                 | 1,428.40             | 0.00             | 0.00            | 0.00      | 0.00              | 1,428.40            |

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CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 2/25

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| Fund/Account                      | Beginning<br>Balance | Received        | Transfers<br>In | Disbursed | Transfers<br>Out | Ending<br>Balance |
|-----------------------------------|----------------------|-----------------|-----------------|-----------|------------------|-------------------|
| 2565 City Wide Street Maintenance |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 452,363.63           | 3,776.23        | 77.98           | 0.00      | 23,991.55        | 432,226.29        |
| 102000 Cash - Restricted          | -607.96              | 0.00            | 0.00            | 0.00      | 0.00             | -607.96           |
| <b>Total Fund</b>                 | <b>451,755.67</b>    | <b>3,776.23</b> | <b>77.98</b>    |           | <b>23,991.55</b> | <b>431,618.33</b> |
| 2566 SNOW REMOVAL                 |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 46,925.00            | 0.00            | 0.00            | 0.00      | 9,631.88         | 37,293.12         |
| 2584 Mowing                       |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 100,953.72           | 0.00            | 0.00            | 0.00      | 0.00             | 100,953.72        |
| 2598 MVS Park Maintenance #98     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 29,595.05            | 15.32           | 0.00            | 0.00      | 0.00             | 29,610.37         |
| 2600 Curb & Sidewalk              |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 0.01                 | 0.00            | 0.00            | 0.00      | 0.00             | 0.01              |
| 2810 Police Reserve Training      |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 11,322.66            | 0.00            | 0.00            | 0.00      | 0.00             | 11,322.66         |
| 2820 Gas Apportionment Tax        |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 485,771.73           | 22,986.19       | 0.00            | 0.00      | 0.00             | 508,757.92        |
| 2821 NEW FUEL TAX                 |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 28.72                | 0.00            | 0.00            | 0.00      | 0.00             | 28.72             |
| 2869 Nuisance                     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | -22,155.75           | 0.00            | 0.00            | 0.00      | 0.00             | -22,155.75        |
| 2890 Oil/Gas Severance            |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 830,833.04           | 1,055.85        | 0.00            | 0.00      | 2,000.00         | 829,888.89        |
| 2917 Crime Victims Assistance     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | -21.00               | 468.00          | 0.00            | 0.00      | 468.00           | -21.00            |
| 2927 FEMA Grant                   |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 0.18                 | 0.00            | 0.00            | 0.00      | 0.00             | 0.18              |
| 2990 ARPA                         |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 60,255.67            | 0.00            | 0.00            | 0.00      | 0.00             | 60,255.67         |
| 3400 Revolving Fund               |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 64,571.93            | 0.00            | 0.00            | 0.00      | 0.00             | 64,571.93         |
| 3600 SID 100 SMV Paving           |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 28,715.09            | 0.00            | 0.00            | 0.00      | 0.00             | 28,715.09         |
| 3601 SID 101A                     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 48,667.45            | 0.00            | 0.00            | 0.00      | 0.00             | 48,667.45         |
| 3602 SID #102                     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 8,418.79             | 0.00            | 0.00            | 0.00      | 0.00             | 8,418.79          |
| 3603 SID #103                     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 4,750.00             | 0.00            | 0.00            | 0.00      | 0.00             | 4,750.00          |
| 3604 SID #104                     |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 23,788.69            | -883.44         | 0.00            | 0.00      | 0.00             | 22,905.25         |
| 4010 City Hall CIP                |                      |                 |                 |           |                  |                   |
| 101000 Cash - Operating           | 203,388.72           | 0.00            | 0.00            | 0.00      | 0.00             | 203,388.72        |
| 101100 UNRESTRICTED CASH ACCOUNT  | 200.00               | 0.00            | 0.00            | 0.00      | 0.00             | 200.00            |
| 102000 Cash - Restricted          | -93,058.78           | 0.00            | 0.00            | 0.00      | 0.00             | -93,058.78        |
| <b>Total Fund</b>                 | <b>110,529.94</b>    |                 |                 |           |                  | <b>110,529.94</b> |
| 4011 POOL CIP                     |                      |                 |                 |           |                  |                   |

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CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 2/25

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| Fund/Account                              | Beginning<br>Balance | Received | Transfers<br>In | Disbursed | Transfers<br>Out | Ending<br>Balance |
|-------------------------------------------|----------------------|----------|-----------------|-----------|------------------|-------------------|
| 101000 Cash - Operating                   | 82,847.43            | 0.00     | 0.00            | 0.00      | 0.00             | 82,847.43         |
| 4015 Parks CIP                            |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 74,596.99            | 0.00     | 0.00            | 0.00      | 0.00             | 74,596.99         |
| 102000 Cash - Restricted                  | 2,000.00             | 0.00     | 0.00            | 0.00      | 0.00             | 2,000.00          |
| <b>Total Fund</b>                         | <b>76,596.99</b>     |          |                 |           |                  | <b>76,596.99</b>  |
| 4016 PARKS FACILITY CIP                   |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 15,822.05            | 0.00     | 0.00            | 0.00      | 0.00             | 15,822.05         |
| 4020 Police CIP                           |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 216,996.23           | 0.00     | 0.00            | 0.00      | 0.00             | 216,996.23        |
| 101240 UNRESTRICTED CASH ACCOUNT          | 1,313.42             | 0.00     | 0.00            | 0.00      | 0.00             | 1,313.42          |
| 101250 UNRESTRICTED CASH ACCOUNT          | 5,275.00             | 0.00     | 0.00            | 0.00      | 0.00             | 5,275.00          |
| 102250 Cash-Capital Equipment             | -88,934.00           | 0.00     | 0.00            | 0.00      | 0.00             | -88,934.00        |
| <b>Total Fund</b>                         | <b>134,650.65</b>    |          |                 |           |                  | <b>134,650.65</b> |
| 4025 Police Investigative CIP             |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 56,628.74            | 0.00     | 0.00            | 0.00      | 0.00             | 56,628.74         |
| 102250 Cash-Capital Equipment             | -2,322.78            | 0.00     | 0.00            | 0.00      | 0.00             | -2,322.78         |
| <b>Total Fund</b>                         | <b>54,305.96</b>     |          |                 |           |                  | <b>54,305.96</b>  |
| 4030 Cap Proj-Street Equipment            |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 84,248.59            | 0.00     | 0.00            | 0.00      | 0.00             | 84,248.59         |
| 101240 UNRESTRICTED CASH ACCOUNT          | 5,708.78             | 0.00     | 0.00            | 0.00      | 0.00             | 5,708.78          |
| 101250 UNRESTRICTED CASH ACCOUNT          | 10,625.00            | 0.00     | 0.00            | 0.00      | 0.00             | 10,625.00         |
| 102250 Cash-Capital Equipment             | -186,658.00          | 0.00     | 0.00            | 0.00      | 0.00             | -186,658.00       |
| <b>Total Fund</b>                         | <b>-86,075.63</b>    |          |                 |           |                  | <b>-86,075.63</b> |
| 4031 Cap Proj-Street Construction         |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | -2,910.23            | 0.00     | 0.00            | 0.00      | 0.00             | -2,910.23         |
| 101240 UNRESTRICTED CASH ACCOUNT          | 93,174.51            | 0.00     | 0.00            | 0.00      | 0.00             | 93,174.51         |
| 101250 UNRESTRICTED CASH ACCOUNT          | 10,625.00            | 0.00     | 0.00            | 0.00      | 0.00             | 10,625.00         |
| 102250 Cash-Capital Equipment             | 14,650.00            | 0.00     | 0.00            | 0.00      | 0.00             | 14,650.00         |
| <b>Total Fund</b>                         | <b>115,539.28</b>    |          |                 |           |                  | <b>115,539.28</b> |
| 4040 Capital Projects - Fire Equipment    |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 718,992.97           | 0.00     | 0.00            | 0.00      | 0.00             | 718,992.97        |
| 101240 UNRESTRICTED CASH ACCOUNT          | 104,851.46           | 0.00     | 0.00            | 0.00      | 0.00             | 104,851.46        |
| 101250 UNRESTRICTED CASH ACCOUNT          | 19,125.00            | 0.00     | 0.00            | 0.00      | 0.00             | 19,125.00         |
| 102250 Cash-Capital Equipment             | 77,829.80            | 0.00     | 0.00            | 0.00      | 0.00             | 77,829.80         |
| <b>Total Fund</b>                         | <b>920,799.23</b>    |          |                 |           |                  | <b>920,799.23</b> |
| 4060 Enhancement Project-CTEP-Bike Path   |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 6,890.89             | 0.00     | 0.00            | 0.00      | 0.00             | 6,890.89          |
| 101240 UNRESTRICTED CASH ACCOUNT          | 64,120.05            | 0.00     | 0.00            | 0.00      | 0.00             | 64,120.05         |
| 101250 UNRESTRICTED CASH ACCOUNT          | 10,575.00            | 0.00     | 0.00            | 0.00      | 0.00             | 10,575.00         |
| 102250 Cash-Capital Equipment             | 8,700.00             | 0.00     | 0.00            | 0.00      | 0.00             | 8,700.00          |
| <b>Total Fund</b>                         | <b>90,285.94</b>     |          |                 |           |                  | <b>90,285.94</b>  |
| 4070 Downtown Enhancement Capital Project |                      |          |                 |           |                  |                   |
| 101000 Cash - Operating                   | 8,210.38             | 0.00     | 0.00            | 0.00      | 0.00             | 8,210.38          |
| 101240 UNRESTRICTED CASH ACCOUNT          | 5,567.04             | 0.00     | 0.00            | 0.00      | 0.00             | 5,567.04          |
| 101250 UNRESTRICTED CASH ACCOUNT          | 8,350.00             | 0.00     | 0.00            | 0.00      | 0.00             | 8,350.00          |
| 102250 Cash-Capital Equipment             | 2,400.00             | 0.00     | 0.00            | 0.00      | 0.00             | 2,400.00          |
| <b>Total Fund</b>                         | <b>24,527.42</b>     |          |                 |           |                  | <b>24,527.42</b>  |

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CITY OF SIDNEY  
Cash Report  
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| Fund/Account                          | Beginning<br>Balance | Received          | Transfers<br>In   | Disbursed         | Transfers<br>Out  | Ending<br>Balance    |
|---------------------------------------|----------------------|-------------------|-------------------|-------------------|-------------------|----------------------|
| 4075 Curb & Sidewalk                  |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 67,920.49            | 0.00              | 0.00              | 0.00              | 0.00              | 67,920.49            |
| 101250 UNRESTRICTED CASH ACCOUNT      | 2,865.50             | 0.00              | 0.00              | 0.00              | 0.00              | 2,865.50             |
| 102240 Cash-Replacement &             | -69,611.03           | 0.00              | 0.00              | 0.00              | 0.00              | -69,611.03           |
| <b>Total Fund</b>                     | <b>1,174.96</b>      |                   |                   |                   |                   | <b>1,174.96</b>      |
| 4204 SID #104                         |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 0.21                 | 0.00              | 0.00              | 0.00              | 0.00              | 0.21                 |
| 5210 Water Utility                    |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 4,869,143.67         | 142,476.10        | 0.00              | 0.00              | 55,534.96         | 4,956,084.81         |
| 101235 UNRESTRICTED CASH ACCOUNT      | 80,736.41            | 0.00              | 0.00              | 0.00              | 0.00              | 80,736.41            |
| 101240 UNRESTRICTED CASH ACCOUNT      | 1,047,208.12         | 0.00              | 0.00              | 0.00              | 0.00              | 1,047,208.12         |
| 102000 Cash - Restricted              | -5,437.39            | 0.00              | 0.00              | 0.00              | 0.00              | -5,437.39            |
| 102200 Cash-Restricted for Bond       | 192,316.00           | 0.00              | 0.00              | 0.00              | 0.00              | 192,316.00           |
| 102230 Cash-Reserve for Rural         | 288,507.00           | 0.00              | 0.00              | 0.00              | 0.00              | 288,507.00           |
| 103000 Petty Cash                     | 225.00               | 0.00              | 0.00              | 0.00              | 0.00              | 225.00               |
| <b>Total Fund</b>                     | <b>6,472,698.81</b>  | <b>142,476.10</b> |                   |                   | <b>55,534.96</b>  | <b>6,559,639.95</b>  |
| 5211 WATER IMPACT FEES                |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 305,891.38           | 0.00              | 0.00              | 0.00              | 0.00              | 305,891.38           |
| 5310 Sewer Utility                    |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 2,220,123.62         | 219,549.46        | 5,689.09          | 0.00              | 66,133.48         | 2,379,228.69         |
| 101240 UNRESTRICTED CASH ACCOUNT      | 1,066,236.41         | 0.00              | 0.00              | 0.00              | 0.00              | 1,066,236.41         |
| 102200 Cash-Restricted for Bond       | 797,668.00           | 0.00              | 0.00              | 0.00              | 0.00              | 797,668.00           |
| 102240 Cash-Replacement &             | -1,162.50            | 0.00              | 0.00              | 0.00              | 0.00              | -1,162.50            |
| 102250 Cash-Capital Equipment         | -36,633.34           | 0.00              | 0.00              | 0.00              | 0.00              | -36,633.34           |
| <b>Total Fund</b>                     | <b>4,046,232.19</b>  | <b>219,549.46</b> | <b>5,689.09</b>   |                   | <b>66,133.48</b>  | <b>4,205,337.26</b>  |
| 5311 SEWER IMPACT FEES                |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 152,831.53           | 0.00              | 0.00              | 0.00              | 0.00              | 152,831.53           |
| 5410 Solid Waste                      |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 339,329.79           | 12,728.68         | 0.00              | 0.00              | 57,750.22         | 294,308.25           |
| 5710 Sweeping Operating               |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 381,671.44           | 2,386.11          | 0.00              | 0.00              | 10,340.93         | 373,716.62           |
| 7075 Swim Pool Handicapped Endowment  |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 6,389.30             | 0.00              | 0.00              | 0.00              | 0.00              | 6,389.30             |
| 7120 Fire Disability                  |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 25,184.27            | 283.03            | 0.00              | 0.00              | 0.00              | 25,467.30            |
| 7458 City Court- HB 176 Surcharge     |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | -41.00               | 229.00            | 0.00              | 0.00              | 229.00            | -41.00               |
| 7467 City Court - MT Law Enf. Academy |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | -15,308.62           | 290.00            | 0.00              | 0.00              | 290.00            | -15,308.62           |
| 7910 Payroll                          |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 136,168.43           | 0.00              | 311,446.66        | 266,396.79        | 0.00              | 181,218.30           |
| 7930 Claims                           |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 1,284,262.13         | 0.00              | 136,177.96        | 17,372.66         | 0.00              | 1,403,067.43         |
| 7970 Grant-Richland County            |                      |                   |                   |                   |                   |                      |
| 101000 Cash - Operating               | 17,969.24            | 0.00              | 0.00              | 0.00              | 0.00              | 17,969.24            |
| <b>Totals</b>                         | <b>19,791,397.14</b> | <b>473,240.26</b> | <b>453,391.69</b> | <b>283,769.45</b> | <b>453,391.69</b> | <b>19,980,867.95</b> |

\*\*\* Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

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CITY OF SIDNEY  
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\* ... Over spent expenditure

| Claim | Check              | Vendor #/Name/<br>Invoice #/Inv Date/Description | Document \$/<br>Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|-------|--------------------|--------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 43661 |                    | 1172 MARGIE'S CAR WASH                           | 20.00                   |         |      |               |             |                 |
|       | 02/28/25           | WORKS WASH- MARGIES CARWASH                      | 20.00                   |         |      | 5310 430600   | 300         | 101000          |
| 43662 |                    | 44 REYNOLDS WAREHOUSE GROCERY                    | 135.61                  |         |      |               |             |                 |
|       | 01-64830 02/22/25  | CITY HALL BREAK ROOM SUPPLIE                     | 135.61                  |         |      | 1000 411200   | 200         | 101000          |
| 43663 |                    | 2 LOWER YELLOWSTONE R.E.A.                       | 8,299.86                |         |      |               |             |                 |
|       | 02/28/25           | WATER TANK                                       | 150.06                  |         | NA   | 5210 430500   | 300         | 101000          |
|       | 02/28/25           | 3-PHASE                                          | 755.90                  |         | NA   | 5310 430600   | 300         | 101000          |
|       | 02/28/25           | SIDNEY LAGOON                                    | 4,829.60                |         | NA   | 5310 430600   | 300         | 101000          |
|       | 02/28/25           | LAGOON                                           | 2,564.30                |         | NA   | 5310 430600   | 300         | 101000          |
| 43664 |                    | 753 DEPARTMENT OF ENVIRONMENTAL                  | 1,880.75                |         |      |               |             |                 |
|       | 5L2501417 03/05/25 | ANNUAL OUTFALL CHARGE                            | 940.37                  |         |      | 5210 430500   | 300         | 101000          |
|       | 5L2501417 03/05/25 | ANNUAL OUTFALL CHARGE                            | 940.38                  |         |      | 5310 430600   | 300         | 101000          |
| 43665 |                    | 1441 JACQUELYN K. FREE, FNP-C                    | 75.00                   |         |      |               |             |                 |
|       | 02/17/25           | PRE DUTY PHYSICAL FIREFIGHTER                    | 75.00                   |         |      | 1000 420400   | 300         | 101000          |
| 43666 |                    | 332 BORDER STEEL & RECYCLING, INC.               | 68.00                   |         |      |               |             |                 |
|       | 42141 02/12/25     | SUCKER ROD                                       | 68.00                   |         |      | 5410 430830   | 200         | 101000          |
| 25642 |                    |                                                  |                         |         |      |               |             |                 |
| 43667 |                    | 244 BADGER METER INC.                            | 232.58                  |         |      |               |             |                 |
|       | 80188405 02/28/25  | BEACON MOBILE HOSTING                            | 116.29                  |         |      | 5210 430500   | 300         | 101000          |
|       | 80188405 02/28/25  | BEACON MOBILE HOSTING                            | 116.29                  |         |      | 5310 430600   | 300         | 101000          |
| 43668 |                    | 1029 HERMANSON FENCING                           | 1,268.50                |         |      |               |             |                 |
|       | 9722 02/24/25      | HELPED PUMPED WATER OUT                          | 1,268.50                |         |      | 2260 420700   | 300         | 101000          |
| 43669 |                    | 1408 PEAKS PLANNING & CONSULTING                 | 7,260.00                |         |      |               |             |                 |
|       | 2282025-2 02/28/25 | FEBRUARY 2025 PLANNING SERV                      | 7,260.00*               |         |      | 1000 411030   | 300         | 101000          |
| 43670 |                    | 1174 VALLI                                       | 126.32                  |         |      |               |             |                 |
|       | 99408 02/28/25     | WEB POSTING & MONTHLY MANT.                      | 63.16                   |         |      | 5210 430500   | 300         | 101000          |
|       | 99408 02/28/25     | WEB POSTING & MONTHLY MAINT.                     | 63.16                   |         |      | 5310 430600   | 300         | 101000          |
| 43671 |                    | 458 POWER PLAN OIB                               | 3,686.63                |         |      |               |             |                 |
|       | P3855908 02/24/25  | CUTTING EDGES                                    | 3,686.63*               |         |      | 2566 430251   | 200         | 101000          |
| 25529 |                    |                                                  |                         |         |      |               |             |                 |

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CITY OF SIDNEY  
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\* ... Over spent expenditure

| Claim                                                                                                                                                       | Check | Vendor #/Name/<br>Invoice #/Inv Date/Description | Document \$/<br>Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 43672                                                                                                                                                       | E     | 1038 WEX BANK                                    | 9,336.12                |         |      |               |             |                 |
|                                                                                                                                                             |       | 103169616 02/28/25 STREETS FUEL                  | 1,607.29                |         |      | 2565 430200   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 WATER FUEL                    | 900.93                  |         |      | 5210 430500   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 SEWER FUEL                    | 1,471.35                |         |      | 5310 430600   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 SOLID WASTE FUEL              | 3,563.18*               |         |      | 5410 430830   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 PARKS FUEL                    | 80.92*                  |         |      | 1000 460430   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 SWEEPING FUEL                 | 135.26                  |         |      | 5710 430252   | 300         | 101000          |
|                                                                                                                                                             |       | 103169616 02/28/25 ICE & SNOW                    | 1,577.19                |         |      | 2566 430251   | 300         | 101000          |
|                                                                                                                                                             |       | 102530313 01/31/25 COMPLIANCE                    | 0.00                    |         |      | 1000 420180   | 300         | 101000          |
| 43673                                                                                                                                                       |       | 350 ENERGY LABORATORIES INC                      | 909.00                  |         |      |               |             |                 |
|                                                                                                                                                             |       | 688699 02/07/25 WATER SAMPLES                    | 114.00                  |         |      | 5210 430500   | 300         | 101000          |
|                                                                                                                                                             |       | 688169 02/05/25 SEWER SAMPLES                    | 112.00                  |         |      | 5310 430600   | 300         | 101000          |
|                                                                                                                                                             |       | 689421 02/11/25 SEWER SAMPLES                    | 243.00                  |         |      | 5310 430600   | 300         | 101000          |
|                                                                                                                                                             |       | 689862 02/13/25 WATER SAMPLES                    | 114.00                  |         |      | 5210 430500   | 300         | 101000          |
|                                                                                                                                                             |       | 690452 02/18/25 SEWER SAMPLES                    | 214.00                  |         |      | 5310 430600   | 300         | 101000          |
|                                                                                                                                                             |       | 691938 02/26/25 SEWER SAMPLES                    | 112.00                  |         |      | 5310 430600   | 300         | 101000          |
| 43674                                                                                                                                                       | E     | 1213 SIDNEY WATER DEPARTMENT                     | 1,338.24                |         |      |               |             |                 |
|                                                                                                                                                             |       | 02/28/25 WATER BILL- FEB. 2025                   | 582.72*                 |         | NA   | 1000 420400   | 340         | 101000          |
|                                                                                                                                                             |       | 02/28/25 SEWER BILL- FEB. 2025                   | 755.52*                 |         | NA   | 1000 420400   | 340         | 101000          |
| 43675                                                                                                                                                       |       | 999999 REID & KIM SOUTH                          | 4,115.02                |         |      |               |             |                 |
| KIM SOUTH HAS BEEN COMPLAINING ABOUT HER HIGH USAGE AT HER HOUSE, AFTER KARMEN AND JASON DID SOME DIGGING, THEY FOUND HER WATER METER WAS IN SOMEONE ELSE'S |       |                                                  |                         |         |      |               |             |                 |
| HOUSE AND HER METER WAS IN THEIR HOUSE. THIS REFUND IS PER JASON AND KARMEN IN THE WATER DEPARTMENT.                                                        |       |                                                  |                         |         |      |               |             |                 |
|                                                                                                                                                             |       | 03/10/25 WATER BILL                              | 2,761.24                |         |      | 5210 430500   | 300         | 101000          |
|                                                                                                                                                             |       | 03/10/25 SEWER BILL                              | 1,353.78                |         |      | 5310 430600   | 300         | 101000          |
| 43676                                                                                                                                                       |       | 277 THE ROUNDUP                                  | 240.00                  |         |      |               |             |                 |
|                                                                                                                                                             |       | 269359 02/12/25 REQUEST FOR QUALIFICATIONS       | 26.00                   |         | NA   | 1000 410240   | 300         | 101000          |
|                                                                                                                                                             |       | 269471 02/19/25 PUBLIC HEARING                   | 126.00                  |         | NA   | 1000 410240   | 300         | 101000          |
|                                                                                                                                                             |       | 269547 02/26/25 PUBLIC HEARING                   | 88.00                   |         |      | 1000 410240   | 300         | 101000          |
| 43677                                                                                                                                                       |       | 39 NORTHWEST PIPE FITTINGS, INC.                 | 921.97                  |         |      |               |             |                 |
|                                                                                                                                                             |       | 6280603 02/04/25 METER ADAPTER SUPPLIES          | 803.20                  |         |      | 5210 430500   | 200         | 101000          |
| 25477                                                                                                                                                       |       |                                                  |                         |         |      |               |             |                 |
|                                                                                                                                                             |       | 6282508 02/05/25 CHECK VALVES                    | 118.77                  |         |      | 5210 430500   | 200         | 101000          |
| 25479                                                                                                                                                       |       |                                                  |                         |         |      |               |             |                 |

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CITY OF SIDNEY  
Claim Approval List  
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\* ... Over spent expenditure

| Claim | Check   | Vendor #/Name/<br>Invoice #/Inv Date/Description | Document \$/<br>Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|-------|---------|--------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 43678 |         | 402 UTILITIES UNDERGROUND LOCATION               | 8.75                    |         |      |               |             |                 |
|       | 5025110 | 02/28/25 EXCAVATION NOTIF. & COST OF B           | 4.37                    |         | NA   | 5210 430500   | 300         | 101000          |
|       | 5025110 | 02/28/25 EXCAVATION NOTIF. & COST OF B           | 4.38                    |         | NA   | 5310 430600   | 300         | 101000          |
| 43679 |         | 1026 DENNING, DOWNEY & ASSOICIATES               | 23,500.00               |         |      |               |             |                 |
|       | 18135   | 02/28/25 2024 ANNUAL AUDIT- 50%                  | 2,091.50*               |         |      | 1000 410530   | 300         | 101000          |
|       | 18135   | 02/28/25 2024 ANNUAL AUDIT- 50%                  | 2,908.50                |         |      | 5310 430600   | 300         | 101000          |
|       | 18135   | 02/28/25 2024 ANNUAL AUDIT- 50%                  | 10,000.00*              |         |      | 5410 430830   | 300         | 101000          |
|       | 18135   | 02/28/25 2024 ANNUAL AUDIT- 50%                  | 8,500.00                |         |      | 5710 430252   | 300         | 101000          |
| 43680 |         | 165 TRI-COUNTY IMPLEMENT                         | 787.48                  |         |      |               |             |                 |
|       | CT76694 | 02/04/25 STRAPS                                  | 33.12                   |         |      | 5310 430600   | 200         | 101000          |
| 25853 |         | R039874 02/27/24 TROUBLESHOOT ERROR CODES        | 384.90                  |         |      | 5410 430830   | 200         | 101000          |
| 25547 |         | CT76531 02/28/25 INNER GUARD & SHIPPING          | 369.46                  |         |      | 5310 430600   | 200         | 101000          |
| 25863 |         |                                                  |                         |         |      |               |             |                 |
| 43681 |         | 1470 MCE                                         | 3,642.04                |         |      |               |             |                 |
|       | 9285439 | 02/26/25 GASKET & DISCHARGE HOSE                 | 3,395.17                |         |      | 5310 430600   | 200         | 101000          |
| 25643 |         | 9285499 02/26/25 ORB PLUG                        | 1.29                    |         |      | 5310 430600   | 200         | 101000          |
| 25861 |         | 9285797 02/27/25 DIXION CAM XM                   | 75.64                   |         |      | 5310 430600   | 200         | 101000          |
| 25862 |         | 9285984 02/28/25 PRESSURE WASHER HOSE            | 169.94                  |         |      | 5310 430600   | 200         | 101000          |
| 25297 |         |                                                  |                         |         |      |               |             |                 |
| 43682 |         | 105 FRANZ CONSTRUCTION, INC.                     | 445.00                  |         |      |               |             |                 |
|       | 75391   | 03/05/25 HELPED PUMPED WATER OUT                 | 445.00                  |         |      | 2260 420700   | 300         | 101000          |
| 43683 |         | 27 JOHNSON HARDWARE                              | 110.96                  |         |      |               |             |                 |
|       | 8366    | 02/03/25 TOLIET LEVER                            | 8.29                    |         |      | 5210 430500   | 200         | 101000          |
| 25474 |         | 8386 02/04/25 HYDROGEN PEROXIDE & AMMONIA        | 8.28                    |         |      | 5210 430500   | 200         | 101000          |
| 25476 |         | 8439 02/06/25 TUBE FITTINGS                      | 16.47                   |         |      | 5210 430500   | 200         | 101000          |
| 25481 |         | 8549 02/12/25 TUBE FITTINGS                      | 6.78                    |         |      | 5210 430500   | 200         | 101000          |
| 25485 |         | 8689 02/20/25 PRIMER FOR ROLLER COVERS           | 44.28                   |         |      | 1000 460430   | 200         | 101000          |
| 25418 |         | 8813 02/26/25 LYSOL SPRAY CLEANER                | 26.86                   |         |      | 1000 460430   | 200         | 101000          |
| 25420 |         |                                                  |                         |         |      |               |             |                 |

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| Claim | Check     | Vendor #/Name/<br>Invoice #/Inv Date/Description | Document \$/<br>Line \$ | Disc \$ | PO # | Fund Org Acct | Object Proj | Cash<br>Account |
|-------|-----------|--------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 43684 |           | 1114 PINE COVE                                   | 1,350.00                |         |      |               |             |                 |
|       | 23554C    | 03/01/25 MONTHLY BILLING- FEBRUARY 2025          | 1,050.00                |         |      | 5310 430600   | 300         | 101000          |
|       | 23553C    | 03/01/25 RESTORE FEE                             | 300.00                  |         |      | 5310 430600   | 300         | 101000          |
| 43685 |           | 77 RICHLAND COUNTY TREASURER                     | 1,032.00                |         |      |               |             |                 |
|       | 02/27/25  | CRIMINAL CONVICTION                              | 320.00                  |         | NA   | 7467 212300   |             | 101000          |
|       | 02/27/25  | TECHNOLOGY SURCHARGE                             | 220.00                  |         | NA   | 7458 212200   |             | 101000          |
|       | 02/27/25  | VICTIM WITNESS SURCHARGE                         | 492.00                  |         | NA   | 2917 212500   |             | 101000          |
| 43686 |           | 1104 ENVIRO-CLEAN INTERMOUNTAIN LLC              | 189.33                  |         |      |               |             |                 |
|       | 25-65023  | 02/26/25 PRESSURE SWITCH                         | 189.33                  |         |      | 5310 430600   | 200         | 101000          |
| 25525 |           |                                                  |                         |         |      |               |             |                 |
| 43687 |           | 1361 HEALTHY IS WELLNESS LLC                     | 425.00                  |         |      |               |             |                 |
|       | INV301237 | 02/28/25 CORP. WELLNESS PROGRAM                  | 425.00                  |         |      | 1000 410550   | 300         | 101000          |
| 43688 |           | 307 MORRISON MAIERLE, INC.                       | 6,678.00                |         |      |               |             |                 |
|       | 00258128  | 03/05/25 SIDNEY- SLUDGE REMOVAL                  | 6,678.00                |         |      | 5310 430600   | 952         | 101000          |
| 43689 |           | 1478 HSI WORKPLACE COMPLIANCE                    | 4,448.40                |         |      |               |             |                 |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48                  |         |      | 5210 430500   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48                  |         |      | 5310 430600   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48*                 |         |      | 5410 430830   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48                  |         |      | 5710 430252   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48                  |         |      | 2565 430200   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.48*                 |         |      | 1000 460430   | 300         | 101000          |
|       | INV124809 | 03/10/25 MULTI- LIBRARY SAFETY COURSE            | 635.52                  |         |      | 2566 430251   | 300         | 101000          |
| 43690 |           | 3 MONTANA DAKOTA UTILITIES                       | 15,518.80               |         |      |               |             |                 |
|       | 03/06/25  | FIREHALL- 115 2ND ST SE                          | 1,276.56                |         |      | 1000 411200   | 340         | 101000          |
|       | 03/06/25  | 1105 3RD ST NW- GENERATOR                        | 80.84                   |         |      | 1000 420400   | 300         | 101000          |
|       | 03/06/25  | 1105 3RD ST NW- FIREHALL                         | 2,528.70                |         |      | 1000 420400   | 300         | 101000          |
|       | 03/06/25  | WELL #10                                         | 143.75                  |         |      | 5210 430500   | 300         | 101000          |
|       | 03/06/25  | 2ND AVE & 3RD ST                                 | 21.37                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | BASEBALL FIELD                                   | 59.69                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | VILLAGE SQUARE LIGHT                             | 17.27                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | STREET LIGHTS                                    | 8,579.29                |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | PARK PAVILLION                                   | 167.49*                 |         |      | 1000 460430   | 300         | 101000          |
|       | 03/06/25  | WATER TREATMENT PLANT                            | 2,525.86                |         |      | 5210 430500   | 300         | 101000          |
|       | 03/06/25  | CENTRAL PARK LIGHTS                              | 60.01                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | NEW TENNIS COURTS                                | 20.35                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | CC PARK LOT                                      | 17.27                   |         |      | 2425 430263   | 300         | 101000          |
|       | 03/06/25  | 202 S CENTRAL AVE                                | 20.35                   |         |      | 2425 430263   | 300         | 101000          |

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|-------|------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 43691 |            | 1207 BIG STATE INDUSTRIAL SUPPLY, INC                                                                                                        | 431.64                  |         |      |               |             |                 |
|       | 1591037    | 03/04/25 MARKER PAINT                                                                                                                        | 143.88                  |         |      | 2565 430200   | 200         | 101000          |
| 22686 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 1591037    | 03/04/25 MARKER PAINT                                                                                                                        | 143.88                  |         |      | 5210 430500   | 200         | 101000          |
| 22686 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 1591037    | 03/04/25 MARKER PAINT                                                                                                                        | 143.88                  |         |      | 5310 430600   | 200         | 101000          |
| 22686 |            |                                                                                                                                              |                         |         |      |               |             |                 |
| 43692 |            | 1085 VESTIS                                                                                                                                  | 493.25                  |         |      |               |             |                 |
|       | 2550435999 | 02/04/25 CITY HALL RUGS CLEANED                                                                                                              | 178.63                  |         |      | 1000 411200   | 300         | 101000          |
|       | 2550438925 | 02/11/25 CITY SHOP RUGS CLEANED                                                                                                              | 157.31                  |         |      | 2566 430251   | 300         | 101000          |
|       | 2550445499 | 02/25/25 CITY SHOP RUGS CLEANED                                                                                                              | 157.31                  |         |      | 5710 430252   | 300         | 101000          |
| 43693 |            | 999999 AMY METZ                                                                                                                              | 1,250.00                |         |      |               |             |                 |
|       |            | REFUND OF GARBAGE SERVICES FOR EMPTY LOTS AT LOT 10,11,13, & 15, BLOCK 5, WAGON WHEEL AND LOT 12, BLOCK 6, WAGON WHEEL- SEE PAGES FOR TAX ID |                         |         |      |               |             |                 |
|       |            | 03/11/25 GARBAGE REFUND                                                                                                                      | 1,250.00*               |         |      | 5410 430830   | 300         | 101000          |
| 43694 |            | 36 NAPA                                                                                                                                      | 776.13                  |         |      |               |             |                 |
|       | 872757     | 02/05/25 AIR CLEANER                                                                                                                         | 22.99                   |         |      | 5210 430500   | 200         | 101000          |
| 25722 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872765     | 02/05/25 CREDIT AIR FITLER                                                                                                                   | -14.18                  |         |      | 5210 430500   | 200         | 101000          |
| 25722 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872890     | 02/06/25 RESTOCK CITY SHOP                                                                                                                   | 52.80                   |         |      | 5310 430600   | 200         | 101000          |
| 25523 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872890     | 02/06/25 RESTOCK CITY SHOP                                                                                                                   | 52.80                   |         |      | 5210 430500   | 200         | 101000          |
| 25523 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872890     | 02/06/25 RESTOCK CITY SHOP                                                                                                                   | 52.80                   |         |      | 5410 430830   | 200         | 101000          |
| 25523 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872890     | 02/06/25 RESTOCK CITY SHOP                                                                                                                   | 52.62                   |         |      | 2565 430200   | 200         | 101000          |
| 25523 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872961     | 02/07/25 HOWES FUEL TREATMENT                                                                                                                | 89.94                   |         |      | 5410 430830   | 200         | 101000          |
| 25526 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 872961     | 02/07/25 HOWES FUEL TREATMENT                                                                                                                | 89.94                   |         |      | 2565 430200   | 200         | 101000          |
| 25526 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 873152     | 02/10/25 CUTTING TORCH                                                                                                                       | 73.94                   |         |      | 5410 430830   | 200         | 101000          |
| 25531 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 873367     | 02/12/25 DRY SWEEP                                                                                                                           | 72.45                   |         |      | 5310 430600   | 200         | 101000          |
| 25856 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 873737     | 02/14/25 CARPET MARKER                                                                                                                       | 11.38                   |         |      | 5310 430600   | 200         | 101000          |
| 25858 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 874374     | 02/21/25 LIGHT PLUG                                                                                                                          | 6.75                    |         |      | 2565 430200   | 200         | 101000          |
| 25541 |            |                                                                                                                                              |                         |         |      |               |             |                 |
|       | 874912     | 02/27/25 RESTOCK CITY SHOP                                                                                                                   | 42.38                   |         |      | 5310 430600   | 200         | 101000          |
| 25546 |            |                                                                                                                                              |                         |         |      |               |             |                 |

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|-------|------------|------------------------------------------------------|-------------------------|---------|------|---------------|-------------|-----------------|
| 25546 | 874912     | 02/27/25 RESTOCK CITY SHOP                           | 42.38                   |         |      | 5210 430500   | 200         | 101000          |
| 25546 | 874912     | 02/27/25 RESTOCK CITY SHOP                           | 42.38                   |         |      | 5410 430830   | 200         | 101000          |
| 25546 | 874912     | 02/27/25 RESTOCK CITY SHOP                           | 42.38                   |         |      | 5710 430252   | 200         | 101000          |
| 25546 | 874912     | 02/27/25 RESTOCK CITY SHOP                           | 42.38                   |         |      | 2565 430200   | 200         | 101000          |
| 43695 |            | 3 MONTANA DAKOTA UTILITIES<br>02/28/25 QUILLING PARK | 222.17<br>222.17*       |         |      | 1000 460430   | 300         | 101000          |
| 43696 |            | 1470 MCE                                             | 97.65                   |         |      |               |             |                 |
| 25915 | 9286247    | 03/03/25 PRESSURE WASHER WAND                        | 97.65                   |         |      | 5410 430830   | 200         | 101000          |
| 43697 |            | 20 EAST-MONT ENTERPRISES, INC.                       | 555.00                  |         |      |               |             |                 |
|       | 167164     | 03/11/25 CITY HALL SUPPLIES                          | 555.00                  |         |      | 1000 411200   | 200         | 101000          |
| 43698 |            | 491 USA BLUE BOOK                                    | 210.64                  |         |      |               |             |                 |
| 25491 | INV0063387 | 02/25/25 CHEMTROL UNION BALL                         | 210.64                  |         |      | 5210 430500   | 200         | 101000          |
| 43699 |            | 207 HAWKINS INC                                      | 3,075.18                |         |      |               |             |                 |
| 25490 | 7001256    | 03/03/25 WATER CHEMICALS                             | 3,095.18                |         |      | 5210 430500   | 200         | 101000          |
|       | 7000639    | 03/04/25 CREDIT ON OUR ACCOUNT<br>CREDIT             | -20.00                  |         |      | 5210 430500   | 200         | 101000          |
| 43700 |            | 1411 SIDNEY POLICE DEPARTMENT                        | 1,000.00                |         |      |               |             |                 |
|       | 03/12/25   | PETTY CASH                                           | 1,000.00                |         |      | 1000 420100   | 200         | 101000          |
| 43701 |            | 87 GEM CITY MOTORS                                   | 121.01                  |         |      |               |             |                 |
|       | CTCS232115 | 03/13/25 REPLACE LIGHTING CONTROL M                  | 36.06                   |         |      | 1000 420100   | 210         | 101000          |
|       | CTCS232388 | 03/12/25 OIL CHANGE                                  | 84.95                   |         |      | 1000 420100   | 210         | 101000          |
| 43702 |            | 911 CMI, INC                                         | 154.37                  |         |      |               |             |                 |
|       | 8071450    | 02/25/25 INTOX MOUTHPIECES                           | 154.37                  |         |      | 1000 420100   | 200         | 101000          |
| 43703 |            | 1183 TRI-TECH FORSENSICS                             | 246.50                  |         |      |               |             |                 |
|       | 0123298    | 02/14/25 TRANSPORT HOODS                             | 246.50                  |         |      | 1000 420100   | 200         | 101000          |

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|-------------------------|------------|--------------------------------------------------|-------------------------|-----------------------------|------|---------------|-------------|-----------------|
| 43704                   |            | 263 BOSS INC.                                    | 6.99                    |                             |      |               |             |                 |
|                         | 685066-0   | 02/27/25 STAMP INK                               | 6.99                    |                             |      | 1000 420100   | 200         | 101000          |
| 43705                   |            | 445 EAGLE COUNTRY FORD                           | 80.80                   |                             |      |               |             |                 |
|                         | 73088      | 03/10/25 OIL CHANGE #6278                        | 80.80                   |                             |      | 1000 420100   | 210         | 101000          |
| 43706                   |            | 155 KOHLER COMMUNICATIONS                        | 5,280.00                |                             |      |               |             |                 |
|                         | 31210      | 02/17/25 PATROL CAR UPFIT                        | 5,280.00                |                             |      | 1000 420100   | 940         | 101000          |
| 43707                   |            | 94 CARQUEST AUTO PARTS STORES                    | 10.48                   |                             |      |               |             |                 |
|                         | 2310-60043 | 03/04/25 FUSES                                   | 10.48                   |                             |      | 1000 420100   | 210         | 101000          |
| 43708                   |            | 77 RICHLAND COUNTY TREASURER                     | 742.00                  |                             |      |               |             |                 |
|                         | 03/06/25   | SPD PRISONER BOARD- FEB. 2025                    | 742.00                  |                             |      | 1000 420200   | 300         | 101000          |
| 43709                   | E          | 399 VERIZON WIRELESS                             | 901.83                  |                             |      |               |             |                 |
|                         | 6107797812 | 03/06/25 SPD CELLULAR SERVICES                   | 901.83                  |                             |      | 1000 420100   | 340         | 101000          |
| 43710                   | E          | 1262 VISA                                        | 1,833.95                |                             |      |               |             |                 |
|                         | 03/13/25   | SUPPLIES                                         | 132.99                  |                             |      | 1000 420100   | 200         | 101000          |
|                         | 03/13/25   | PURCHASE SERVICES                                | 1,485.92                |                             |      | 1000 420100   | 300         | 101000          |
|                         | 03/13/25   | DRUG FORFEITURE- PURCHASE SERV                   | 80.06                   |                             |      | 2390 420100   | 300         | 101000          |
|                         | 03/13/25   | K9- SUPPLIES                                     | 82.98                   |                             |      | 1000 420150   | 200         | 101000          |
|                         | 03/13/25   | K9- PURCHASE SERVICES                            | 52.00                   |                             |      | 1000 420150   | 300         | 101000          |
| 43711                   |            | 7 ASSOCIATED SUPPLY CO. INC.                     | 450.00                  |                             |      |               |             |                 |
|                         | 03/14/25   | CERTIFIED POOL OPERATOR-SHANKS                   | 450.00                  |                             | NA   | 1000 460445   | 300         | 101000          |
| 43712                   |            | 3 MONTANA DAKOTA UTILITIES                       | 485.99                  |                             |      |               |             |                 |
|                         | 03/07/25   | SWIMMING POOL                                    | 8.25                    |                             |      | 1000 460445   | 300         | 101000          |
|                         | 03/07/25   | SWIMMING POOL                                    | 469.32                  |                             |      | 1000 460445   | 300         | 101000          |
|                         | 03/07/25   | BIKE PATH                                        | 8.42                    |                             |      | 2425 430263   | 300         | 101000          |
| # of Claims 52          |            |                                                  | Total: 116,474.94       |                             |      |               |             |                 |
| Total Electronic Claims |            |                                                  | 13,410.14               | Total Non-Electronic Claims |      | 103064.80     |             |                 |

City Council Meeting 3-17-25

|           |                             |
|-----------|-----------------------------|
| RC2025-03 | ON HOLD                     |
| RC2025-06 | ON HOLD                     |
| RC2025-10 | ON HOLD                     |
| 2025-002  | ON HOLD                     |
| 2025-005  | ON HOLD                     |
| 2025-009  | ON HOLD                     |
| 2025-021  | ON HOLD                     |
| 2025-026  | ON HOLD                     |
| 2025-027  | ON HOLD                     |
| 2025-031  | ON HOLD                     |
| 2025-044  | ON HOLD                     |
| 2025-047  | DEVRA GOULART               |
| 2025-048  | CURISOTY KILLED THE CAT LLC |
| 2025-049  | JUNE DECKER                 |