



City of Sidney, MT  
City Council Regular Meeting 3-16-26  
March 16, 2026 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. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or 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. [March 2nd, 2026 Regular Meeting Minutes](#)
5. Visitors
6. Public Hearing
7. Mayor Norby
  - a. Update
8. Committee Meeting Work
  - a. [Budget and Finance Committee: FY24-25 Audit Meeting](#)
  - b. [Budget and Finance Committee: Assistant Public Works Director Job Description](#)
  - c. [Budget and Finance Committee: Financial Policies: Financial Governance Framework](#)
  - d. [Budget and Finance Committee: Financial Policies: Procurement and Purchasing Policy](#)
  - e. [Budget and Finance Committee: Financial Policies: Contract Approval Authority Policy](#)
  - f. [Budget and Finance Committee: Financial Policies: Capital Asset & Equipment Purchase Policy](#)
  - g. [Budget and Finance Committee: Financial Policies: Budget Authorization & Expenditure Authorization Policy](#)

[h.](#) Budget and Finance Committee: Financial Policies: Vacancy Savings & Unbudgeted Expenditure Policy

[i.](#) Budget and Finance Committee: City Administrator Job Description

**9. Alderman Requests and Committee Reports**

**Budget and Finance** – Chairman Christensen – DiFonzo, Buxbaum, Skinner

**Public Works** – Chairman DiFonzo – Larson, Christensen, Harris

**Public Safety** – Chairman Buxbaum – Rasmussen, Kauffman, Creek

**10. Unfinished Business**

**11. New Business**

**12. City Planner**

**13. City Attorney**

a. Update

[b.](#) Resolution #3969-Water System Revenue Bond Resolution for \$8,825,000 (Water Tower Replacement Project)

**14. Chief of Police**

a. Update

**15. Public Works Director**

a. Update

[b.](#) Pay Application #2 - North Park Tower Replacement; Phase 4b WRF -26638 Draw #1 of \$429,568.00

**16. Fire Marshal/Building Inspector**

[a.](#) January and February 2026 Fire Run Report

**17. City Clerk/Treasurer**

a. Update

**18. Consent Agenda**

[a.](#) Claims to be approved: \$221,720.73

Intermediary Claims:

[b.](#) Building Permits to be approved: 2026-32, 2026-33, 2026-37

19. Adjournment



City of Sidney, MT  
 City Council Regular Meeting 3-2-26  
 March 02, 2026 6:30 PM  
 115 2nd Street SE | Sidney, MT 59270

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

**1. Call to Order**

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

**2. Pledge of Allegiance**

The Pledge of Allegiance was stated by all present.

**3. Aldermen Present**

DiFonzo and Larson. Via Zoom: Christensen, Buxbaum, Kauffman, and Rasmussen.

**4. Correction or Approval of Minutes**

a. February 17th, 2026 Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Larson.

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

b. February 17th, 2026 Closed Executive Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Christensen, Seconded by Alderwoman Rasmussen.

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

**5. Visitors**

Tom Kalil (City Attorney, via Zoom), Jordan Mayor (Interstate Engineering), Daxton Brower, Aaron Filler, Brayden Reuter, Aubree Whiteman, Aiyanna Kirn, Axyl Braun, Paul O., Kaylynn G., Brady

Collins, Miguel Trevino, Evelyn Gonzalez, Rylan Johnson, James Falcon (Sidney Herald, via Zoom), and Kelsey Hart (via Zoom).

## 6. Public Hearing

Nothing.

## 7. Mayor Norby

### a. Update

Nothing.

## 8. Committee Meeting Work

### a. Public Works Committee-Report

Alderman Buxbaum presented an overview of the Public Works Committee meeting from February 18th, topics included considering consolidating some park CIPs and evaluating garbage assessments.

### b. Budget and Finance Committee 2-23-26: MSA's for RFQ's on On-Call Engineering, Planning and Grant Writing/Administration

Alderman Christensen presented an overview from the Budget and Finance Committee meeting from February 23rd. The Committee reviewed four RFQ submittals from Morrison Maierle, Triple Tree/Peaks Planning, Interstate Engineering, and SDI Architects. The purpose of each RFQ was to have one or more Master Service Agreements on the shelf to be ready should the city have need. The Council will review the provided RFQ's to determine which firm is most qualified and offer them a task order for that item, which will then determine the cost.

Motion was made to approve all four RFQs.

Motion made by Alderman Christensen, Seconded by Alderman DiFonzo.

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

### c. Public Safety Committee: Report

Alderman Buxbaum stated that the February 24th Public Safety Committee meeting tabled until the March meeting two agenda items, the Police and Fire CIP accounts policies and goals and the Nuisance code updates.

## 9. Alderman Requests and Committee Reports

**Budget and Finance** – Chairman Christensen – DiFonzo, Buxbaum, Skinner

**Public Works** – Chairman DiFonzo – Larson, Christensen, Harris

**Public Safety** – Chairman Buxbaum – Rasmussen, Kauffman, Creek

Nothing.

## 10. Unfinished Business

Nothing.

## 11. New Business

### a. Downtown Master Plan Approval

Public Works Director Hintz read aloud the conclusion from the planning process for the Downtown Master Plan. After completion of the research, public engagement, and plan development phases, the Downtown Master Plan Steering Committee has reviewed the final document in its entirety and recommends approval as presented. The Steering Committee believes the plan accurately reflects community input, aligns with Sidney's long-term economic and infrastructure goals, and provides a practical framework for implementation. Accordingly, the Steering Committee formally recommends that the Sidney City Council adopt the Downtown Master Plan as an addendum to the Richland County-Sidney-Fairview Growth Policy, thereby integrating the downtown vision into the City's broader policy framework and guiding future investment and development decisions within the downtown district.

Motion was made to approve.

Motion made by Alderwoman Larson, Seconded by Alderman DiFonzo.

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

## 12. City Planner

## 13. City Attorney

### a. Update

Nothing.

## 14. Chief of Police

### a. Update

Nothing.

## 15. Public Works Director

### a. Update

Public Works Director Hintz stated that the public works crew has had a busy few months, working on finding and returning garbage dumpsters from the many winter wind storms, trimming trees in public right of ways, removing the grass clippings from the past season to be ready for spring clean up, and conducting inventory on streets for repair.

b. B&B Work Order #8 for Bathroom and Entry at Shop (SLIPA Grant) \$86,762.79

PWD Hintz presented the B&B Work Order #8 for Bathroom and Entry at Shop (SLIPA Grant) for \$86,762.79.

Motion was made to approve.

Motion made by Alderwoman Larson, Seconded by Alderwoman Rasmussen.

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

c. B&B Work Order #9 for Office and Locker at Shop (SLIPA Grant) \$142,482.88

PWD Hintz presented the B&B Work Order #9 for Office and Locker at Shop (SLIPA Grant) for \$142,482.88.

Motion was made to approve.

Motion made by Alderwoman Larson, Seconded by Alderwoman Christensen.

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

d. MDT TA 22nd Ave Bike Path-Agreements

PWD Hintz presented the MDT TA 22nd Ave Bike Path-Agreements. PWD Hintz stated that after council approval the next step will be soliciting for and selecting a contractor and that construction will begin in 2027 at the earliest.

Alderman DiFonzo asked when and how the City secures street lighting for the path. PWD Hintz stated that a portion of the path will be in MDUs service area and that the remaining portion will be in Lower Yellowstone REAs service area. PWD Hintz will follow up with both utility companies on the area they serve and ensure lighting is planned as the project moves forward.

Motion was made to approve the MDT TA 22nd Ave Bike Path-Agreements contingent on City Attorney Kalil review.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Larson.

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

**16. Fire Marshal/Building Inspector**

Nothing.

**17. City Clerk/Treasurer**

a. Update

Deputy Clerk/Treasurer Schmierer stated that the City has hired a new Utility Clerk, Anissa Bengochea, and that audit work will conclude this week.

b. Local Government Review Meeting and Public Hearing 3-5-26

Public Hearing on the Change of Form of Government-Mayor/Council vs City Manager/Council

Mayor Norby stated the Local Government Review Meeting and Public Hearing will be this Thursday, March 5th at 5:30pm.

**18. Consent Agenda**

Motion was made to approve the claims and building permit.

Motion made by Alderman Kauffman, Seconded by Alderwoman Christensen.

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

a. Claims to be approved: \$91,728.00

Intermediary Claims: \$10,053.31

Red Hot Fire Extinguishers \$722.50

USA Bluebook \$8,202.46

USPS \$1,128.35

b. Building Permits to be approved: 2026-031

**19. Adjournment**

at 6:48pm.



City of Sidney, MT  
Budget and Finance Committee Meeting 3-10-26  
March 10, 2026 5:30 PM  
115 2nd Street SE |Sidney, MT 59270

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**Committee meetings are open to the public attending in person. If the public does not wish to participate in person, they are also invited to participate via a Zoom meeting or via phone:**

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

**1. Call to Order**

They Budget and Finance Committee was called to order at 5:30pm.

**2. Pledge of Allegiance**

The Pledge of Allegiance was stated by all present.

**3. Committee Members Present**

Christensen, DiFonzo, Buxbaum and Skinner

**Others Present:**

Mayor Norby, PWD Hintz, Clerk/Treasurer Chamberlin, Deputy Clerk/Treasurer Schmierer

**4. Correction or Approval of Minutes**

a. February Budget and Finance Committee Meeting Minutes

Motion was made to approve.

Motion made by Buxbaum, Seconded by DiFonzo.

Voting Yea: Christensen, DiFonzo, Buxbaum

b. February RFQ Meeting Minutes

Motion was made to approve.

Motion made by DiFonzo, Seconded by Buxbaum.

Voting Yea: Christensen, DiFonzo, Buxbaum

**5. Visitors**

None.

## 6. Monthly Reports

### a. February 2026 Treasurer's Report

Clerk/Treasurer Chamberlin and Deputy Clerk/Treasurer Schmierer provided the February 2026 Treasurer's Report. Clerk/Treasurer Chamberlin stated there are still no anomalies to be concerned with, but with a second draw and the closing for the second phase of the water tower project coming at the next meeting, you will start to see massive movement within the Water Utility Fund budget.

## 7. New Business

### a. FY24-25 Audit Meeting

Alderwoman Christensen stated they met with the Auditor and it was fantastic news, once again there were no issues and findings and the audit has the highest standards. Clerk/Treasurer Chamberlin stated there are three recommendations they have given her she will be reviewing and will be providing the draft documents.

### b. Assistant Public Works Director Job Description

The Budget and Finance Committee reviewed the proposed Assistant Public Works Director Job Description and requested changes and additions, such as clarification on work experience equivalent will be excepted instead of, not required in addition to a college degree, they must have or attain their CDL certification, and it would be preferred they had CAD, GIS and surveying skills.

Clerk/Treasurer Chamberlin stated next steps will be to approve the job description and then at next months Budget and Finance Committee meeting, she will have enough information to start the payroll budget for next fiscal year, where the committee can discuss the filling and wages of the position.

Motion was made to recommend approval of the updated Assistant Public Works Director Job Descriptions.

Motion made by DiFonzo, Seconded by Buxbaum.

Voting Yea: Christensen, DiFonzo, Buxbaum

### c. Financial Policies: Financial Governance Framework

Clerk/Treasurer Chamberlin stated this is a summary for the upcoming policies, it will change as the policies change and does not need approval. She further stated that Chief Kraft has reviewed the policies and has no issues or requests for changes. She stated she is requesting all of these policies be approved now but not be active until the next fiscal year, except the Vacancy Savings and Unbudgeted Expenditure Policy, which should be implemented right away for end of fiscal year.

d. Financial Policies: Procurement and Purchasing Policy

The Budget and Finance Committee reviewed the Procurement and Purchasing Policy and recommended all policies be amended to be reviewed yearly, prior to the budget cycle.

Motion was made to recommend approval.

Motion made by Buxbaum, Seconded by DiFonzo.  
Voting Yea: Christensen, DiFonzo, Buxbaum, Skinner

e. Financial Policies: Contract Approval Authority Policy

The Budget and Finance Committee reviewed the Contract Approval Authority Policy and recommended no changes.

Motion was made to recommend approval.

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

f. Financial Policies: Capital Asset & Equipment Purchase Policy

The Budget and Finance Committee reviewed the Capital Asset and Equipment Purchase Policy and recommended "Definition of Capital Assets" have contracts, subscriptions, etc. be added to the list. Also they recommended under the "Budgeted Capital Purchases" section, the Mayor and City Administrator be able to approve up to \$10,000 with anything else exceeding that threshold to come to Council for approval. This will alleviate a backlog of the Council for approvals and allow for routine purchases to be more easily, but the Procurement Policy will still need to be followed. Lastly a 30 day requirements for recording capital asset changes was added to the "Asset Tracking and Inventory" section.

Motion was made to recommend approval.

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

g. Financial Policies: Budget Authorization & Expenditure Authorization Policy

The Budget and Finance Committee reviewed the Budget Authorization and Expenditure Policy and recommended no changes.

Motion was made to recommend approval.

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

h. Financial Policies: Vacancy Savings & Unbudgeted Expenditure Policy

The Budget and Finance Committee reviewed the Vacancy Savings and Unbudgeted Expenditure Policy and recommended under the "Council Approval Threshold" the Mayor and City Administrator be allowed to approve unbudgeted expenditure purchases as long as they are a trade for currently budgeted expenditure of the same type and does not increase the budget by more than \$15,000. If a change requires or could require a budget amendment, it must be requested to the Council, no matter the circumstances.

Clerk/Treasurer Chamberlin reminded the Committee this is the policy that she is recommended be approved for immediate implementation.

Motion was made to recommend approval.

## 8. Unfinished Business

### a. Local Government Review:

#### City Administrator Position

The Budget and Finance Committee reviewed the City Administrator position that was part of the Local Government Review meetings, including the last meeting held March 5th. The Local Government Review committee does not have any election ballot items and recommended the City Council continue discussion and review internally for City Hall staff restructuring. The Budget and Finance Committee inquired if the position restructure would need to be posted as an open position or if it can be filled internally with the current staff and asked City Staff to reach out to City Attorney Kalil and MMIA.

The Budget and Finance Committee reviewed the changes to the City Administrator job description and recommended more specific wording be added pertaining to being the HR officer duties. The process moving forward will be to approve the job description and then at next month's Budget and Finance Committee meeting start the payroll budgeting process, looking into the feasibility of the restructuring.

The Budget and Finance Committee made a motion to recommend approval of the City Administrator Job Description.

Motion made by DiFonzo, Seconded by Buxbaum.  
Voting Yea: Christensen, DiFonzo, Buxbaum, Skinner

## 9. Comments and Questions from the Committee

None.

## 10. Adjournment

at 6:46pm.

## Assistant Public Works Director

Item b.

### GENERAL PURPOSE

Performs advanced supervisory, administrative, and professional work assisting the Public Works Director in the planning, organizing, directing, and coordinating of the Public Works Department. This position is primarily responsible for the day-to-day operational management of public works divisions including water, sewer, streets, **sweeping, solid waste, parks**, storm drainage, traffic control, lighting, and other municipal infrastructure services. The Assistant Public Works Director serves as second-in-command within the department and is expected to develop the knowledge, leadership capacity, and administrative expertise necessary to assume the duties of the Public Works Director if the position becomes vacant.

### SUPERVISION RECEIVED

Works under the direction and supervision of the Public Works Director.

### SUPERVISION EXERCISED

Exercises direct supervision over division supervisors, crew leaders, and assigned personnel. May act in the absence of the Public Works Director.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Under the direction of the Public Works Director:

- Oversees daily operations of the Public Works Department division.
- Coordinates field activities, work schedules, staffing assignments, and equipment usage.
- Ensures compliance with safety standards, environmental regulations, and operational policies.
- Supervises and evaluates assigned staff and recommends hiring, discipline, and training actions to the Public Works Director.
- Assists in preparing departmental budget requests and monitors expenditures within assigned operational areas.
- Assists with oversight of public works capital projects and monitors contractor performance.
- Responds to citizen inquiries and operational concerns.
- Coordinates with consulting engineers, contractors, regulatory agencies, and other governmental entities.
- Assumes operational responsibilities of the Public Works Director in their absence.
- Participates in leadership development and cross-training to ensure continuity of operations.

## Assistant Public Works Director

### PERIPHERAL DUTIES

Assists in training City personnel in public works systems and procedures.

Performs related duties as assigned.

### DESIRED MINIMUM QUALIFICATIONS

Graduation from a four-year college or university in civil engineering, construction management, public administration, environmental science, or a closely related field; ~~and~~ or a minimum of four (4) years of progressively responsible public works, utilities, or municipal infrastructure experience including supervisory responsibility; or any equivalent combination of education and experience.

### NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Working knowledge of municipal public works operations including water, sewer, streets, and related infrastructure systems.
- Knowledge of applicable safety regulations, environmental compliance standards, and operational best practices.
- Ability to supervise, train, and evaluate personnel.
- Ability to plan, prioritize, and coordinate multiple projects and operational demands.
- Strong communication skills, both oral and written.
- Ability to establish and maintain effective working relationships with employees, contractors, officials, and the public.

### SPECIAL REQUIREMENTS

Must possess or obtain a valid State driver's license ~~and~~ **CDL Certification.**

Relevant utility certifications are desirable.

Professional Engineer (PE) registration is preferred but not required.

**CAD, GIS and Survey experience preferred but not required.**

### SUCCESSION DEVELOPMENT STATEMENT

This position is structured to provide operational leadership continuity within the Public Works Department. While appointment to Public Works Director is not guaranteed, the Assistant Public Works Director is expected to develop the administrative, regulatory, and leadership competencies necessary to assume full Director responsibilities should the position become vacant.



## Financial Governance Framework

### Purpose

The City of Sidney has adopted a series of financial policies to ensure responsible stewardship of public funds, transparency in decision-making, and appropriate oversight by the City Council. These policies establish clear expectations regarding how City funds are budgeted, approved, and spent. Together, they create a structured framework that balances operational efficiency with accountability to the public.

### Core Financial Governance Principles

#### Council Oversight

The City Council establishes financial policy, adopts the annual budget, and approves certain expenditures and contracts as required by City policy and Montana law.

#### Administrative Responsibility

City administration is responsible for managing day-to-day operations, implementing the adopted budget, and ensuring purchases and contracts comply with City policies and legal requirements.

#### Transparency and Accountability

All expenditures must be properly documented and conducted in a manner that maintains public trust in the City's financial management.

### Financial Policy Structure

The City's financial governance framework is supported by the following policies:

#### Procurement and Purchasing Policy

Establishes the legal framework and guiding principles for the City's procurement activities and ensures compliance with applicable Montana procurement laws and competitive bidding requirements and it establishes procedures for purchasing goods and services.

#### Contract Approval Authority Policy

Clarifies which contracts require City Council approval and establishes who is authorized to execute agreements on behalf of the City.

#### Capital Asset & Equipment Purchase Policy

Requires City Council approval prior to the purchase of capital assets or equipment exceeding \$5,000, even when such purchases are included in the adopted budget.

#### Budget Authorization vs. Expenditure Authorization Policy

Clarifies that adoption of the annual budget establishes spending limits but does not constitute approval of individual purchases or contracts unless specifically stated.

#### Vacancy Savings & Unbudgeted Expenditure Policy

Establishes that salary savings resulting from vacant positions may not be used for unbudgeted purchases without prior City Council approval and requires Council approval for unbudgeted expenditures exceeding \$5,000.

### Purpose of the Financial Framework

Together, these policies:

The City of Sidney is an equal opportunity employer and provider.

- Provide clear expectations for staff and elected officials
- Promote responsible use of public funds
- Ensure transparency in financial decisions
- Maintain appropriate oversight by the City Council
- Support compliance with Montana law and best practices in municipal governance

**Policy Review**

This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.



## Financial Policy – Procurement and Purchasing

### Purpose

The purpose of this policy is to establish clear expectations and procedures governing the procurement of goods, services, and construction by the City of Sidney. This policy ensures procurement activities are conducted in a manner that promotes transparency, fairness, fiscal responsibility, and compliance with applicable Montana law.

This policy applies to all City officials, employees, and departments involved in purchasing or contracting activities.

### Legal Authority

All procurement activities shall comply with applicable provisions of **Montana Code Annotated**, including but not limited to:

- **MCA 7-5-4302** – Municipal contracts and competitive bidding requirements
- **MCA Title 18, Chapter 4** – Montana Procurement Act
- **MCA 18-1-201** – Bid security for public contracts
- Applicable federal procurement regulations when federal funds are involved (including **2 CFR Part 200**)

Where state or federal law imposes stricter requirements than this policy, the law shall govern.

### Guiding Principles

City procurement activities shall be conducted according to the following principles:

#### Competition

Whenever practicable, purchases shall be obtained through competitive processes to ensure the City receives the best value.

#### Transparency

Procurement decisions shall be documented and conducted in a manner that maintains public confidence in the integrity of City operations.

#### Fiscal Responsibility

Purchases shall only be made when funds are available within the adopted budget or have otherwise been approved by the City Council.

#### Fairness and Ethics

All vendors shall be treated fairly and without favoritism. City officials and employees shall avoid conflicts of interest in procurement decisions.

### Procurement Authority

#### City Council

The City Council shall:

- Establish procurement policy
- Approve contracts when required by law or ordinance
- Approve major construction and capital contracts

The City of Sidney is an equal opportunity employer and provider.

**Mayor**

Under the Mayor–Council form of government, the Mayor is responsible for the administration of City operations and may delegate purchasing authority to designated staff.

**City Staff**

Department heads and authorized staff may make purchases within their approved budgets in accordance with this policy and established procedures.

The Clerk/Treasurer is responsible for financial oversight, recordkeeping, and ensuring compliance with procurement documentation requirements.

**Procurement Thresholds and Methods****A. Small Purchases – Under \$5,000**

For purchases under \$5,000:

- Departments may purchase goods or services directly from vendors.
- Staff should seek competitive pricing when practical.
- Receipts or invoices must be submitted for payment processing.

**B. Informal Quotes – \$5,000 to \$80,000**

For purchases between \$5,000 and the state competitive bidding threshold:

- Departments should obtain at least three informal quotes when practical.
- Quotes may be written, emailed, or documented from vendor pricing.
- Documentation must be retained in the procurement file.

**C. Formal Competitive Bidding – Over \$80,000**

In accordance with **MCA 7-5-4302**, purchases or contracts exceeding **\$80,000** must be:

- Advertised for bids
- Awarded to the lowest responsible bidder
- Approved by the governing body when required

Exceptions may apply as allowed by Montana law.

**Procurement Methods**

The City may use the following procurement methods:

**Competitive Sealed Bids (IFB)**

Used when price is the primary determining factor.

**Request for Proposals (RFP)**

Used when factors such as experience, approach, or qualifications are evaluated in addition to price.

**Request for Qualifications (RFQ)**

Used primarily for professional services where selection is based on qualifications.

**Cooperative Purchasing**

The City may purchase through cooperative purchasing agreements or state procurement contracts when it is advantageous to the City.

**Sole Source Procurement**

Purchases may be made without competition when only one vendor can reasonably provide the required goods or services. Written justification must be retained.

**Professional Services**

Contracts for professional services, including but not limited to engineering, legal, planning, or architectural services, may be procured using qualification-based selection or other competitive processes consistent with Montana law.

The City of Sidney is an equal opportunity employer and provider.

### **Emergency Procurement**

In the event of an emergency affecting public health, safety, or property, the City may procure goods or services without standard competitive procedures.

Emergency procurements must:

- Be documented
- Identify the nature of the emergency
- Be reported to the governing body when appropriate

### **City Credit Cards**

If credit cards are issued by the City:

- A Credit Card Cardholder Agreement must be signed.
- Cards may only be used for official City purchases.
- Cardholders must follow all City purchasing rules.
- Receipts must be submitted with monthly reconciliation.
- Personal purchases are strictly prohibited.

The Clerk/Treasurer shall oversee reconciliation and compliance with cardholder agreements.

### **Procurement Using Grant or Federal Funds**

When purchases involve grant or federal funding, procurement must comply with applicable grant requirements, including **2 CFR Part 200 Uniform Guidance**.

Federal procurement standards may require:

- Documented price analysis
- Additional competition requirements
- Debarment verification
- Contract provisions required by federal regulations

Grant requirements shall supersede local policy where applicable.

### **Documentation Requirements**

Departments shall maintain procurement documentation sufficient to demonstrate compliance with this policy and applicable laws.

Documentation may include:

- Quotes or bids received
- Bid advertisements
- Bid tabulations
- Selection criteria
- Contracts or purchase orders
- Sole-source justifications
- Emergency procurement documentation

Records shall be retained in accordance with Montana public records retention requirements.

### **Ethical Standards and Conflicts of Interest**

City officials and employees involved in procurement shall:

- Avoid participation in procurement decisions where a conflict of interest exists
- Not accept gifts or favors that could influence purchasing decisions
- Conduct procurement activities in a manner that preserves public trust

Violations may result in disciplinary action and potential legal consequences.

The City of Sidney is an equal opportunity employer and provider.

### **Separation of Duties**

To maintain internal financial controls where staffing levels allow:

- Individuals initiating purchases should not be solely responsible for approving payment
- Financial review and payment processing shall be conducted through the Clerk/Treasurer's office

This separation of duties helps ensure accountability and reduces the risk of fraud or error.

### **Policy Review**

This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.



## **Financial Policy – Contract Approval Authority**

### **Purpose**

The purpose of this policy is to clarify the authority for approving and executing contracts on behalf of the City of Sidney and to ensure appropriate oversight of contractual obligations.

### **Legal Authority**

Under the Mayor–Council form of government, the City Council holds legislative authority and the Mayor is responsible for the administration of City operations.

Contracts must comply with applicable provisions of Montana Code Annotated, including municipal contracting and procurement laws.

### **Contract Approval Authority**

#### **City Council Approval**

The following contracts require approval by the City Council:

- Contracts required by Montana law to be approved by the governing body
- Contracts resulting from formal competitive bidding
- Major capital construction contracts
- Agreements that create significant financial obligations or long-term commitments
- Interlocal agreements or cooperative agreements with other governmental entities

Council approval shall occur during a public meeting and be recorded in the meeting minutes.

### **Mayor Authority**

The Mayor may execute contracts approved by the City Council and may approve operational agreements consistent with this policy and within approved budgets.

### **Administrative Authority**

The Mayor may delegate authority to designated City staff to execute certain operational agreements necessary for day-to-day operations, provided:

- The agreement is within the adopted budget
- The agreement complies with City purchasing policies
- The agreement does not create significant financial liability or long-term obligations

### **Contract Review**

Prior to execution, contracts should be reviewed to ensure:

- Compliance with applicable laws and regulations
- Consistency with the City's adopted budget
- Appropriate insurance, indemnification, and liability provisions
- Clear scope of work and deliverables

The Clerk/Treasurer shall maintain executed contracts as part of the City's official records.

The City of Sidney is an equal opportunity employer and provider.

**Signature Authority**

Contracts approved by the City Council shall generally be executed by: Mayor as the authorized representative of the City. Additional signatures may be required depending on the nature of the agreement.

**Recordkeeping**

Executed contracts shall be retained in accordance with applicable public records retention schedules and maintained in the City Clerk/Treasurer’s office.

**Policy Review**

This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.



## Financial Policy – Capital Asset and Equipment Purchase Policy

### Purpose

The purpose of this policy is to establish clear expectations and procedures for the purchase of capital assets and major equipment by the City of Sidney. This policy ensures appropriate oversight of significant expenditures, promotes fiscal responsibility, and provides transparency in the acquisition of long-term City assets.

### Definition of Capital Assets

For purposes of this policy, capital assets and major equipment include tangible items purchased by the City that:

- Have a useful life of more than one year, and
- Have a purchase value of \$5,000 or greater, either individually or as part of a single purchase.

Examples may include, but are not limited to:

- Vehicles and heavy equipment
- Machinery and specialized operational equipment
- Major technology equipment or systems
- **Contracts, subscriptions or any other commitments to long term liability for the city**
- Furniture or facility equipment exceeding the threshold
- Infrastructure components purchased separately from construction projects

Capital asset purchases may also include grouped equipment purchases when the combined purchase exceeds the threshold.

### Council Oversight of Capital Purchases

Capital asset and equipment purchases exceeding ~~\$5,000~~ **\$10,000** require prior approval by the City Council, regardless of whether the purchase has been included in the adopted annual budget.

Council approval ensures that elected officials maintain oversight of significant equipment and asset purchases and provides transparency in the acquisition of long-term City property.

Approval shall occur during a public meeting and be documented in the official meeting minutes.

### Budgeted Capital Purchases

**Capital purchases that are included in the City's adopted budget must still receive approval prior to purchase. The Mayor and/or City Administrator may approve budgeted purchases up to \$10,000 and if they exceed the \$10,000 threshold purchase approval must come from the City Council. The City Council may give special approval during the budget process may be given for allowed purchase of budgeted items.**

The adopted budget authorizes funding for potential expenditures but does not constitute authorization to complete the purchase without Council review when required by this policy.

### **Procurement Compliance**

All capital asset purchases must also comply with the City's adopted Purchasing Policy and applicable provisions of Montana law governing municipal procurement, including competitive bidding requirements when applicable.

### **Emergency Equipment Purchases**

In situations where immediate purchase of equipment is necessary to protect public health, safety, or property, the Mayor may authorize an emergency purchase consistent with emergency procurement provisions.

Emergency purchases must:

- Be documented
- Identify the emergency circumstances
- Be reported to the City Council at the next regular meeting

### **Asset Tracking and Inventory**

All capital assets purchased by the City shall be recorded in the City's capital asset inventory and tracked in accordance with the City's financial and accounting procedures.

Asset records should include:

- Description of the asset
- Purchase date
- Purchase cost
- Department responsible for the asset
- Asset identification number when applicable

The Clerk/Treasurer is responsible for maintaining capital asset records in accordance with accounting and audit requirements.

### **Disposal or Replacement of Capital Assets**

Disposal or replacement of capital assets shall follow applicable City policies and Montana law governing the disposition of municipal property. Any disposed or replaced capital assets must be reported to the Clerk/Treasurer for maintaining asset records **within 30 days**.

### **Policy Review**

**This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.**



## Financial Policy – Budget Authorization vs. Expenditure Authorization

### Purpose

The purpose of this policy is to clarify the distinction between the City Council’s adoption of the annual budget and the authorization of specific expenditures.

### Budget Authorization

Adoption of the City’s annual budget authorizes departments to operate within the appropriations approved by the City Council for the fiscal year.

The budget establishes spending limits and financial planning for City operations but does not constitute approval for individual purchases, contracts, or expenditures unless specifically stated.

### Expenditure Authorization

Individual expenditures may require additional authorization depending on:

- The amount of the expenditure
- The nature of the purchase
- Applicable City purchasing policies
- Applicable provisions of Montana law

Purchases, contracts, or capital asset acquisitions requiring Council approval under City policy must receive such approval prior to the expenditure being made, even if the expenditure was included in the adopted budget.

### Policy Relationship

This policy operates in conjunction with the City’s adopted:

- Purchasing Policy
- Contract Approval Authority Policy
- Capital Asset and Equipment Purchase Policy

These policies establish the circumstances under which City Council approval is required for expenditures.

### Policy Review

This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.



## **Financial Policy – Vacancy Savings and Unbudgeted Expenditures**

### **Purpose**

The purpose of this policy is to establish clear expectations regarding the use of vacancy savings and other unspent budget appropriations. This policy promotes fiscal discipline, transparency, and appropriate oversight by the City Council by ensuring that unspent budget funds are not used for unplanned or unnecessary expenditures.

### **Vacancy Savings Defined**

For purposes of this policy, vacancy savings refers to budgeted salary or benefit funds that remain unspent due to:

- A position being vacant for a period of time
- A delayed hiring process
- A position remaining unfilled for part or all of a fiscal year
- Salary savings resulting from turnover or staffing changes

Vacancy savings remain part of the City's available financial resources but do not automatically create spending authority for other purposes.

### **Unspent Budget Appropriations**

Unspent funds remaining within any budget line item, including supplies, services, or other operating accounts, do not constitute automatic authorization for additional or discretionary spending.

Departments shall not make unnecessary or unplanned purchases solely for the purpose of expending remaining budgeted funds prior to the end of the fiscal year.

Unspent appropriations remain under the financial oversight of the City Council and may only be used for legitimate operational needs consistent with City policy.

### **Use of Vacancy Savings and Unspent Budget**

Vacancy savings or other unspent budget appropriations may not be reallocated for purchases or expenditures that were not included in the adopted budget unless approved in advance by the City Council.

Departments may not use these funds to purchase new equipment, initiate new projects, or make discretionary purchases outside of the approved budget without prior Council authorization.

### **Unbudgeted Expenditures**

Expenditures not included in the adopted annual budget must be reviewed and approved by the City Council prior to the purchase or financial commitment when required by this policy.

Requests for unbudgeted expenditures should include:

- Description of the item or service
- Estimated cost
- Explanation of the operational need
- Proposed funding source

The City of Sidney is an equal opportunity employer and provider.

### **Council Approval Threshold**

Any unbudgeted purchase or expenditure must be approved by the Mayor or City Administrator prior to the purchase. The Mayor or City Administrator may authorize limited adjustments within a department budget when the purchase is of the same general type or purpose as the item originally budgeted, provided that the net increase to the budget does not exceed \$15,000.

Any unbudgeted purchase or expenditure that results in a budget increase of \$15,000 or more requires specific prior approval from the City Council, regardless of the funding source. Any change to the budget that would require a formal budget amendment under Montana law must receive prior approval from the City Council.

This requirement applies even if sufficient funds exist within a department's budget due to vacancy savings or other unspent appropriations.

### **Emergency Expenditures**

In cases where immediate action is necessary to protect public health, safety, or City property, emergency expenditures may be authorized consistent with the City's purchasing and procurement policies.

Emergency expenditures shall be documented and reported to the City Council at the next regular meeting.

### **Relationship to Other Financial Policies**

This policy operates in conjunction with the City's adopted:

- Purchasing Policy
- Procurement Policy
- Contract Approval Authority Policy
- Capital Asset and Equipment Purchase Policy
- Budget Authorization vs. Expenditure Authorization Policy

These policies collectively establish the City's financial oversight framework.

### **Policy Review**

This policy shall be reviewed yearly, prior to the budget process, by the City Council and City administration to ensure continued compliance with Montana law and best practices in municipal financial management.

## City Administrator Job Description

### Position Summary

The City Administrator is appointed to oversee the day-to-day administrative operations of the City under the direction of the Mayor. The Administrator serves as the City's chief administrative officer, responsible for implementing City policies, coordinating municipal departments and department heads, overseeing Human Resources, and ensuring efficient delivery of City services. The City Administrator reports directly to the Mayor and works closely with the City Council in support of its legislative and policy-making functions.

This position is established pursuant to Montana Code Annotated Title 7, Chapter 3, Part 4 (Mayor–Council form of government). The City Administrator serves under the supervision and direction of the Mayor and performs administrative duties delegated by the Mayor. This position does not alter or transfer the statutory authority of the Mayor or City Council.

Consistent with the Mayor–Council form of government under Montana law, certain police powers, statutory duties, and employment matters governed by State or Federal law remain outside the authority of the City Administrator and are not subject to modification through this position.

### Reporting Relationship

Reports to: Mayor

Works with: City Council, Department Heads, City Attorney, Boards and Committees

Appointment/Removal: Appointed by and serves at the pleasure of the Mayor, subject to City Council approval if required by ordinance or policy

### Essential Duties and Responsibilities

Under the direction of the Mayor coordinate all departments, agencies and offices of the city to achieve goals within available resources; assist with planning and organizing workloads and staff assignments if needed; support and assist with training, motivation and evaluation of assigned staff; review progress and direct changes as needed.

Carry out administrative duties assigned by the Mayor.

Under the direction of the Mayor provide leadership and support in the development of short and long range plans; gather, interpret, and prepare data for studies, reports and recommendations; coordinate department activities with other departments and agencies as needed.

Provides professional advice to the department heads, Mayor and City Council; makes presentations to councils, boards, commissions, civic groups and the general public and as directed by the Mayor.

Communicates official plans, policies and procedures to staff and the general public as directed.

## City Administrator Job Description

Assists the Mayor with the preparation and submittal of a preliminary annual City budget and administers the adopted budget of the City.

Under the direction of the Mayor assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time; carries out and administers all budgetary and financial policies as set by the City Council.

Under the direction of the Mayor ~~determines work procedures, prepares work schedules, and expedites workflow~~; coordinates with Departments Heads to study and standardize procedures to improve efficiency and effectiveness of operations.

Under direction of the Mayor issues written and oral instructions; assigns duties and examines work for accuracy, neatness, and conformance to policies and procedures.

Maintains harmony among workers and resolves grievances.

Performs and/or assists subordinates in performing duties; adjusts errors and complaints.

Assists in the preparation of a variety of studies, reports and related information for decision-making purposes.

Administers daily personnel supervision and employee discipline consistent with City policies and applicable law. Provides recommendations to the Mayor regarding hiring, advancement, suspension, and termination of employees. All final employment actions are subject to approval by the Mayor. Administers all other HR related duties and responsibilities as assigned by the Mayor.

Ensures that all laws and ordinances are faithfully performed.

Advises the Mayor and City Council of financial conditions and current and future city needs.

Implement and enforce ordinances, resolutions, and policies adopted by the City Council.

Attend City Council meetings and provide administrative reports and recommendations.

Coordinate intergovernmental relations and represent the City as directed.

Ensure compliance with applicable federal, state, and local laws.

### **Peripheral Duties**

Recommends for adoption by the council such measures as Mayor may deem necessary or expedient.

May serve as the head of one or more departments of city government.

## City Administrator Job Description

### **Authority & Limitations**

The City Administrator exercises administrative authority as delegated by the Mayor and does not supersede statutory powers of the Mayor or City Council.

### **Qualifications**

Bachelor's degree in public administration, business administration, or related field (or equivalent experience). Municipal management experience preferred.

### **Necessary Knowledge, Skills and Abilities:**

Considerable knowledge of modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development;

Skill in preparing and administering municipal budgets; skill in planning, directing and administering municipal programs; skill in operating the listed tools and equipment; and

Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials and the public; ability to efficiently and effectively administer a municipal government.

### **Special Requirements:**

Must be bondable.

### **Tools and Equipment Used:**

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands and/or fingers to handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

### **Work Environment:**

## City Administrator Job Description

*Item i.*

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

**DRAFT 03/11/2026**

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Sidney, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. \_\_\_\_\_, entitled: "RESOLUTION RELATING TO UP TO \$8,825,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2026; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on March 16, 2026, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: \_\_\_\_\_  
\_\_\_\_\_ ; voted against the same: \_\_\_\_\_  
\_\_\_\_\_ ; abstained from voting thereon: \_\_\_\_\_ ; or  
were absent: \_\_\_\_\_.

WITNESS my hand officially this \_\_\_\_\_ day of March, 2026.

\_\_\_\_\_  
City Clerk-Treasurer

SUPPLEMENTAL RESOLUTION

Relating to up to

\$8,825,000

WATER SYSTEM REVENUE BOND  
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)  
SERIES 2026

CITY OF SIDNEY, MONTANA

Adopted: March 16, 2026

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. \_\_\_\_\_

RESOLUTION RELATING TO UP TO \$8,825,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2026; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

WHEREAS, pursuant to the Drinking Water State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a drinking water state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state drinking water revolving fund under the federal Safe Drinking Water Act (the “Safe Drinking Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Safe Drinking Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Sidney, Montana (the “Borrower”) has applied to the DNRC for the 2026 Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2026 Project (as hereinafter defined) which will carry out the purposes of the Safe Drinking Water Act; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2026 Bond (as hereinafter defined) to evidence the 2026 Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC expects to fund the 2026 Loan (as hereinafter defined), directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of State Bonds, and/or Recycled Money (each as hereinafter defined), as determined by the DNRC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA, AS FOLLOWS:

## ARTICLE I

## DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Administrative Expense Surcharge” means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026 Loan from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Authorized DNRC Officer” means the Director or Deputy Director of the DNRC, and, when used with reference to an act or document, also means any other individual authorized by resolution of the DNRC to perform such act or sign such document. If authorized by the DNRC, an Authorized DNRC Officer may delegate all or a portion of his authority as an Authorized DNRC Officer to another individual, and such individual shall be deemed an Authorized DNRC Officer for purposes of exercising such authority.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

“Bond Register” means, with respect to the Series 2026 Bond, the registration books maintained by the Registrar pursuant to Section 8.4 of this Supplemental Resolution.

“Bonds” means the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, the Series 2026 Bond, and any additional bonds to be issued on parity therewith pursuant to Section 6 of the Original Resolution, as amended.

“Borrower” means the City.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in the State are authorized or required by law to close.

“City” means the City of Sidney, Montana, or any permitted successor or assign.

“Closing” means the date of delivery of the Series 2026 Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2026 Bond. If no Collateral Documents secure such

obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means the amount of the 2026 Loan, committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

“Construction Account” means the account created in the Water System Fund pursuant to Sections 7.01 and 7.02 of the Original Resolution, as amended.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2026 Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the City Council of the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“Debt Service Account” means the account created in the Water System Fund pursuant to Sections 7.01 and 7.04 of the Original Resolution, as amended.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, which authorizes the Borrower to own and operate the System, to undertake the 2026 Project and to issue the Series 2026 Bond to finance a portion of the costs of the 2026 Project.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Safe Drinking Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Section 1452 of the Safe Drinking Water Act.

“Fund” means the Water System Fund of the Borrower established pursuant to Section 7.01 of the Original Resolution, as amended.

“General Reserve Requirement” means, as of the date of calculation, an amount equal to one-half the sum of the highest cumulative amount of principal of and interest payable on Outstanding Bonds that are not RD Bonds in any one future fiscal year (giving effect to mandatory sinking fund redemption, if any).

“General Reserve Subaccount” shall mean the subaccount so named in the Reserve Account created under Sections 7.01 and 7.05 of the Original Resolution, as amended.

“Government Obligations” means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2026 Loan from the date of each advance thereof, payable by the Borrower on a Payment Date.

“Loan Repayments” means periodic installments of principal and interest by Borrower in repayment of the Series 2026 Bond at the rates and times specified in Article V.

“Operating Account” means the account created in the Water System Fund pursuant to Sections 7.01 and 7.03 of the Original Resolution, as amended.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 3212, adopted by the City Council on June 4, 2001.

“Payment Date” means, with respect of the 2026 Loan, each January 1 and July 1 during the term of the 2026 Loan on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution.

“Person” means any Private Person or Public Entity.

“Private Person” means an individual, corporation, partnership, association, joint venture, joint stock company or unincorporated organization, except a Public Entity.

“Program” means the Drinking Water State Revolving Fund Program established by the State Act.

“Project” means the costs of designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof, financed, refinanced or the cost of which is being reimbursed to the Borrower in whole or in part with proceeds of the Bonds or other funds of the Borrower, including the 2026 Project.

“Public Entity” means a municipality, city, town, county, irrigation district, drainage district, county water and sewer district, a soil conservation district, political or administrative subdivision of State government or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“RD Bonds” means Bonds purchased pursuant to the Rural Development program of the United States of America acting through Rural Utilities Service, United States Department of Agriculture, or similar program under which USDA or its successor makes loans for improvements to the System or to refinance such loans.

“RD Reserve Requirement” means, as of the date of calculation, an amount equal to the maximum amount of principal of and interest payable on Outstanding RD Bonds in the current or any future Fiscal Year (giving effect to mandatory sinking fund redemption, if any).

“RD Reserve Subaccount” means the subaccount so named in the Reserve Account created under Sections 7.01 and 7.05 of the Original Resolution, as amended.

“Rebate Account” means the account created in the Water System Fund pursuant to Sections 7.01 and 7.10 of the Resolution, as amended.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” has the meaning set forth in Section 8.4 of this Supplemental Resolution.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2026 Bond.

“Repair and Replacement Account” means the account created in the Water System Fund pursuant to Section 7.06 of the Original Resolution, as amended.

“Reserve Account” means the account created in the Water System Fund pursuant to Sections 7.01 and 7.05 of the Original Resolution, as amended.

“Reserve Requirement” means the sum of the RD Reserve Requirement and General Reserve Requirement.

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 3301, 3507, 3830, 3859, and 3909 adopted by the City Council on July 6, 2004, November 15, 2010, June 1, 2020, June 21, 2021, and April 17, 2023, respectively, this Supplemental Resolution, and as it may be further amended and supplemented.

“Safe Drinking Water Act” means Title XIV of the Public Health Service Act, commonly known as the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Series 2004 Bond” means the City’s Water System Revenue Bond, Series 2004, issued by the Borrower pursuant to the Resolution as then in effect.

“Series 2020 Bond” means the City’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2020, issued by the Borrower to the DNRC pursuant to the Resolution as then in effect.

“Series 2021 Bond” means the City’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2021, issued by the Borrower to the DNRC pursuant to the Resolution as then in effect.

“Series 2023 Bond” means the City’s Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2023, issued by the Borrower to the DNRC pursuant to the Resolution as then in effect.

“Series 2026 Bond” means the City’s up to \$8,825,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2026, issued to the DNRC to evidence the 2026 Loan.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Drinking Water State Revolving Fund Program), issued and to be issued pursuant to the Indenture.

“Subordinate Obligations” means any subordinate obligations issued as described in a Section 6.04 of the Resolution.

“Supplemental Resolution” means this resolution of the Borrower adopted on March 16, 2026.

“Surplus Account” means the account created in the Water System Fund pursuant to Sections 7.01 and Section 7.07 of the Resolution, as amended.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Debt Service Account and the Reserve Account.

“System” means the water system of the Borrower and all extensions, improvements and betterments thereof or hereafter constructed and acquired, including, without limitation, the 2026 Project.

“Trustee” means U.S. Bank Trust Company, National Association, or any successor trustee under the Indenture.

“2026 Loan” or “Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the Committed Amount to provide funds to pay all or a portion of the costs of the 2026 Project.

“2026 Project” means the designing, engineering, and construction of the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2026 Loan, described in Appendix A hereto.

“USDA” means the United States of America acting through Rural Utilities Service, United States Department of Agriculture, or any successor agency under Public Law 103-354.

“Water System Fund” means the fund created by Section 7.01 of the Original Resolution, as amended.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of and estimated budget for the 2026 Project;

Appendix B: the form of the Series 2026 Bond; and

Appendix C: additional agreements and representations of the Borrower.

## ARTICLE II

### AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

#### Section 2.1 Authorization and Findings.

(a) Authorization. Under the Enabling Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal water system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the water system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the water system to the Borrower.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2026 Project. After investigation of the facts and as authorized by the Enabling Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to construct the 2026 Project.

(d) Outstanding Indebtedness. Pursuant to the Enabling Act and the Resolution, the Borrower has issued, and there are Outstanding its Series 2004 Bond, Series 2020 Bond, Series 2021 Bond, and the Series 2023 Bond, the proceeds of which were used to finance improvements to the System. The Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, and the Series 2023 Bond are payable from Net Revenues of the System, and there are currently no other bonds or notes outstanding secured by revenues of the System.

(e) Additional Parity Bonds. The Borrower reserved the right under Sections 6.01 and 6.03 of Resolution No. 3830 to issue additional Bonds to finance the costs of any improvement, extension or rehabilitation of the System; provided that if the additional Bonds are issued to finance a Project, Net Revenues of the System must meet the requirements set forth as described in Section 6.03 Resolution No. 3830. Based on a certificate executed or to be executed by the Mayor and the City Clerk-Treasurer, or either of them, it is hereby determined that the Borrower is authorized to issue \$8,825,000 in aggregate principal amount of the Series 2026 Bond as a Bond pursuant to Section 6 of the Original Resolution, as amended by Resolution No. 3830,

payable from and secured by the Net Revenues on a parity with the Outstanding Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, and the Series 2023 Bond.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2026 Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2026 Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2026 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2026 Bond and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2026 Project, the Series 2026 Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2026 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2026 Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms of the Resolution or of the Series 2026 Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents or for the 2026 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2026 Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2026 Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2026 Project. The 2026 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The 2026 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary drinking water regulations applicable to the System or will otherwise significantly further the health protection objectives of the Safe Drinking Water Act.

(h) The System. The System is a "community water system" within the meaning of the State Act and the Safe Drinking Water Act in that it is a public water system, comprising collection, treatment, storage and distribution facilities for the provision to the public of water for human consumption, that serves not less than 15 service connections used by year-round

residents of the area served by the System or regularly serves not less than 25 year-round residents.

(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2026 Bond.

(j) Compliance with Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit, including, without limitation and to the extent applicable, federal civil rights laws, including the Age Discrimination Act of 1975, Section 13 of the FWPCA Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents.

### Section 2.3 Covenants.

(a) Insurance. In addition to the requirements set forth in the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the Borrower from self-insuring or participating in a self-insurance program in compliance with the provisions of Montana law. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or

maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2026 Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2026 Bond and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with

the execution and delivery of the Series 2026 Bond and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the 2026 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2026 Project shown separately.

The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly gross revenues derived from its operation, and the segregation and application of the gross revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same fiscal year as that utilized by the Borrower. The Borrower shall, within 270 days after the close of each fiscal year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such fiscal year. The report shall be prepared at the direction of the financial officer of the Borrower in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the financial officer to be included therein, shall include the following:

(1) a statement in detail of the income and expenditures of the System for the fiscal year, identifying capital expenditures and separating them from operating expenditures;

(2) a balance sheet as of the end of the fiscal year;

(3) the number of premises connected to the System at the end of the fiscal year;

(4) the amount on hand in each account of the Water System Fund at the end of the fiscal year;

(5) a list of the insurance policies and fidelity bonds in force at the end of the fiscal year, setting out as to each the amount thereof, the risks covered thereby, the name of the insurer or surety and the expiration date of the policy or bond; and

(6) a determination that the report shows full compliance by the Borrower with the provisions of this Resolution during the fiscal year covered thereby, including proper segregation of the capital expenditures from Operating Expenses, maintenance of the required balance in the Debt Service Account and, pursuant to Section 8, as amended by

this Supplemental Resolution, receipt of Net Revenues during each fiscal year at least equal to 110% of the maximum annual principal and interest payable on any outstanding Bonds in the current or any future fiscal year and receipt of Surplus Net Revenues during each fiscal year sufficient to pay principal and interest on Subordinate Obligations as and when due, or, if the report should reveal that the revenues have been insufficient for purposes of compliance with this Resolution, or that the methods used in accounting for such revenues are contrary to any provision of this Resolution the report shall include a full explanation thereof together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

To the extent the Borrower is required under state or federal law to have an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles, the Borrower shall provide such audit report to the DNRC and the DEQ, within 270 days of the close of each the Fiscal Year.

(g) 2026 Project Accounts. The Borrower shall maintain Project accounts in accordance with generally accepted government accounting standards.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Safe Drinking Water Act, as provided in Section 75-6-224(1)(d) of the State Act.

(i) Compliance with Safe Drinking Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2026 Loan and the 2026 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plans, specifications and other requirements for public water systems established by the DEQ, as required by Section 75-6-224(1)(h) of the State Act.

#### Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2026 Bond or any other funds of the Borrower in respect of the 2026 Project or the Series 2026 Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the Loan or the portion of the Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2026 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2026 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2026 Loan, be owned by the Borrower and not by any other Person. Any portion of the 2026 Project being financed shall be acquired by and shall, during the term of the Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2026 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2026 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Safe Drinking Water Act.

(e) At the Closing of the 2026 Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2026 Loan it will not contract with or permit any Private Person to manage the 2026 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2026 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2026 Project to a Nonexempt Person pursuant to a lease which in the Opinion of

Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2026 Project if (i) such change will violate the Safe Drinking Water Act, or (ii) so long as the State Bonds are Outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2026 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2026 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2026 Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2026 Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2026 Bond and the Collateral Documents, (b) such action does not violate the State Act or the Safe Drinking Water Act and does not adversely affect the exclusion of interest on the Series 2026 Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

### ARTICLE III

#### USE OF PROCEEDS; THE 2026 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2026 Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2026 Loan solely to the financing, refinancing or reimbursement of a portion of the costs of the 2026 Project as set forth in Appendix A hereto and this Section 3.1. The 2026 Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2026 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2026 Project and expend proceeds of the 2026 Loan to pay a portion of the costs of completing the 2026 Project.

(b) No portion of the proceeds of the 2026 Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the Loan are to be used to reimburse the Borrower for 2026 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the Loan was incurred after June 1, 1993, or with respect to a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2026 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2026 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the Loan (the 2026 Project may consist of more than one facility or activity), and an estimated budget relating to the 2026 Project. The 2026 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2026 Project, an increase or decrease in the amount of proceeds of the 2026 Loan which will be required to complete the 2026 Project and whether the change will materially accelerate or delay the construction schedule for the 2026 Project;

(b) A written consent to such change in the 2026 Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2026 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2026 Bond was issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2026 Bond from gross income for purposes of federal income taxation. Such an

Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2026 Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable tests for the incurrence of such Debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2026 Loan to pay costs of the 2026 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2026 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2026 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards and, to the extent applicable, the Borrower has complied or will comply with the requirements of the Uniform Relocation and Real Property Acquisition Policies Act and with federal laws and regulations regarding flood plain management and wetlands protection, including Executive Order No. 11988;

(b) all future construction of the 2026 Project will be done only pursuant to fixed price construction contracts, and the Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2026 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2026 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;

(e) in the event the 2026 Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the 2026 Project have been, are, or will be produced in the United States in compliance with and within

the meaning of the “American Iron and Steel” provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the “2014 Act”), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the 2026 Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2026 Project have been, are, or will be produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the 2026 Project is a project of the type permitted to be financed under the Enabling Act, the State Act and the Program and Section 1452 of the Safe Drinking Water Act; and

(h) the Borrower will undertake the 2026 Project promptly after the Closing Date and will cause the 2026 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2026 Project will be substantially completed by the December 31, 2027.

#### Section 3.4 Completion or Cancellation or Reduction of Costs of the 2026 Project.

(a) Upon completion of the 2026 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2026 Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2026 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2026 Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2026 Loan after the date that is 180 days following the date of substantial completion of the 2026 Project (such date, the “Loan Close Out Date”), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2026 Loan, unless an extension is granted in writing by and in the sole discretion of the DEQ.

## ARTICLE IV

### THE LOAN

#### Section 4.1 The Loan; Disbursement of Loan.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$8,825,000 (the “Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2026 Project; provided the DNRC shall not be required to disburse any proceeds of the State Bonds to the Borrower after the date set forth in Section 3.4(c). The Committed Amount may be reduced as provided in Sections 3.2 and 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2026 Loan through the Trustee. In consideration of the issuance of the Series 2026 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2026 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2026 Bond and the security therefor and stating in effect that interest on the Series 2026 Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2026 Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2026 Loan;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower’s title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2026 Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2026 Loan to pay costs of the 2026 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) The 2026 Loan shall be disbursed, subject to the terms and conditions of this Supplemental Resolution.

(e) The Borrower shall submit the request for disbursement in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, any advance of any amounts under the 2026 Loan until such time as the Borrower shall have set aside and funded the General Reserve Subaccount in an amount then required to satisfy the General Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Safe Drinking Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2026 Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Safe Drinking Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything herein to the contrary, the Trustee shall not be obligated to disburse the 2026 Loan any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2026 Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2026 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2026 Bond.

(j) The Borrower agrees that it will deposit in the General Reserve Subaccount upon receipt thereof, proceeds of the 2026 Loan borrowed for the purpose of increasing the balance in the General Reserve Subaccount to the General Reserve Requirement. The Borrower further acknowledges and agrees that any portions of the 2026 Loan representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Debt Service Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2026 Bond and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the Loan.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of the proceeds of the 2026 Loan.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2026 Bond shall terminate upon payment in full of all amounts due under the Series 2026 Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and Section 10.3 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

## ARTICLE V

### REPAYMENT OF 2026 LOAN

Section 5.1 Repayment of 2026 Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1. The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026 Loan shall be due on each Payment Date, as follows:

- (1) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2026 Loan shall be payable on each January 1 and July 1, beginning on July 1, 2026 and concluding on January 1, 2046; and
- (2) the principal of the 2026 Loan shall be payable each January 1 and July 1, beginning July 1, 2026, and concluding on January 1, 2046, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at an interest rate of 2.50% per annum; provided that principal of the 2026 Loan is payable only in amounts that are multiples of \$1,000.

Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2026 Loan shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2026 Bond, as such Schedule B shall be modified from time to time as provided in this Section 5.1 and below. Schedule B will first be attached to the Series 2026 Bond at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2026 Bond on and after Closing. Upon each disbursement of 2026 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the

amount advanced on Schedule A to the Series 2026 Bond, under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.” Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be payable on each Payment Date thereafter. Once the completion certificate for the 2026 Project has been prepared and delivered to the DNRC pursuant to Section 3.4 of this Supplemental Resolution, the Trustee shall revise Schedule B to the Series 2026 Bond in accordance with this Section 5.1 and the Trustee shall send a copy of such Schedule B to the Borrower within one month after delivery of the completion certificate.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2026 Bond and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge under this Section 5.1 shall be credited against the same payment obligation under the Series 2026 Bond.

**Section 5.2 Additional Payments.** The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the Loan, all reasonable expenses of the DNRC and the Trustee in connection with the 2026 Loan, the Collateral Documents and the Series 2026 Bond, including, but not limited to:

- (a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2026 Bond;
- (b) the fees and disbursements of Bond Counsel and any counsel utilized by the DNRC and the Trustee in connection with the Loan, this Supplemental Resolution, the Collateral Documents and the Series 2026 Bond and the enforcement thereof; and
- (c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2026 Bond, whether or not the Series 2026 Bond are then Outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State’s right, title and interest in and to the Series 2026 Bond, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys’ fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

**Section 5.3 Prepayments.** The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2026 Bond, unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and, if applicable, Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026 Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2026 Bond.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2026 Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2026 Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2026 Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2026 Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2026 Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2026 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. Provided, however, if the 2026 Loan is not made and no funds are disbursed to the Borrower, this Supplemental Resolution may be terminated.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2026 Loan and other payment obligations of the Borrower hereunder and under the Series 2026 Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues or, solely out of Surplus Net Revenues, as appropriate, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2026 Bond shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2026 Bond, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2026 Bond.

## ARTICLE VI

### INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an "Indemnified Party" or, collectively, the "Indemnified Parties") against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2026 Project. The Borrower shall also, to the extent permitted by law, indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason

of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

## ARTICLE VII

### ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2026 Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2026 Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

## ARTICLE VIII

### THE SERIES 2026 BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2026 Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2026 Bond are expected to be more than sufficient to pay the principal and interest when due on the Bonds, and to create and maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein.

Section 8.2 Issuance and Sale of the Series 2026 Bond. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2026 Bond to evidence the 2026 Loan. The Series 2026 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2026 Bond shall be in the maximum principal amount equal to the original Committed Amount, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2026 Loan. The principal of, interest on, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2026 Bond shall be payable on the same dates and in the same amounts as the Loan Repayments are payable. Advances of

principal of the Series 2026 Bond shall be deemed made when advances of the 2026 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2026 Bond, as it may be revised by the DNRC from time to time in accordance with Section 5.1.

The Borrower may prepay the Series 2026 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2026 Loan under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2026 Bond shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2026 Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2026 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2026 Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2026 Bond, and (2) the City Clerk-Treasurer of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2026 Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2026 Bond is registered as the absolute owner of the Series 2026 Bond for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2026 Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2026 Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the City Clerk-Treasurer. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2026 Bond. In the event that any of the officers who shall have signed the Series 2026 Bond shall cease to be officers of the Borrower before the Series 2026 Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2026 Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2026 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2026 Bond shall be prepared in substantially the form attached as Appendix B.

## ARTICLE IX

### SECURITY FOR THE SERIES 2026 BOND

The Series 2026 Bond is issued as an additional Bond under Section 6 of the Original Resolution, as amended, and shall, with the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, and any other additional Bonds issued under the provisions of

Section 6 of the Original Resolution, as amended, but excluding Section 6.04 thereof, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Debt Service Account of the Water System Fund, without preference or priority, all as provided in the Resolution, and secured by the General Reserve Subaccount in the Reserve Account, as further provided in Section 7.05 of the Original Resolution and in the following sentence. At closing, the City Clerk-Treasurer shall deposit from funds the City has on hand and available therefor, and not from proceeds of the Series 2026 Bond, such amount to the General Reserve Subaccount in the Reserve Account to cause the balance therein to equal the General Reserve Requirement, assuming the entire principal amount is advanced and is outstanding. If less than the maximum principal amount of the Series 2026 Bond is advanced, any excess amount in the Reserve Account will be transferred to the Debt Service Account to pay interest on the Series 2026 Bond on the next Payment Date or may be transferred to such other account in the Fund as the City determines appropriate. Thereafter, upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Debt Service Account, the Borrower shall credit to the General Reserve Subaccount such additional Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the General Reserve Requirement.

The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2026 Bond.

## ARTICLE X

### TAX MATTERS

Section 10.1 Use of 2026 Project. The 2026 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2026 Project or the System or security for the payment of the Series 2026 Bond which might cause the Series 2026 Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2026 Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2026 Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2026 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor and the City Clerk-Treasurer, being among the officers of the Borrower charged with the responsibility for issuing the Series 2026 Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and

circumstances in existence on the date of issue and delivery of the Series 2026 Bond, it is reasonably expected that the proceeds of the Series 2026 Bond will be used in a manner that would not cause the Series 2026 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

**Section 10.4 Arbitrage Rebate.** The Borrower acknowledges that the Series 2026 Bond is subject to the rebate requirements of Section 148(f) of the Code. The Borrower covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Series 2026 Bond from gross income for federal income tax purposes, unless the Series 2026 Bond qualifies for the exception from the rebate requirement under Section 148(f)(4)(B) of the Code or other Section of the Code and no “gross proceeds” of the Series 2026 Bond (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the Mayor and the City Clerk-Treasurer are hereby authorized and directed to execute a tax or rebate certificate, substantially in the form to be prepared by Bond Counsel, and the Borrower hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

**Section 10.5 Information Reporting.** The Borrower shall file with the Secretary of the Treasury a statement concerning the Series 2026 Bond containing the information required by Section 149(e) of the Code.

**Section 10.6 Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3) of the Code, the Borrower hereby designates the Series 2026 Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2026 under Section 265(b)(3) other than the Series 2026 Bond. The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2026 in an amount greater than \$10,000,000.

## ARTICLE XI

### CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2026 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in

accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Clerk-Treasurer to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation  
1539 Eleventh Avenue  
P. O. Box 201601  
Helena, Montana 59620  
Attn: Conservation and Resource  
Development Division

Trustee: U.S. Bank Trust Company, National Association  
Attn: Global Corporate Trust, PD-OR-C1LV  
Columbia Center  
17650 NE Sandy Blvd  
Portland, Oregon 97230-5000

Borrower: City of Sidney  
115 2nd Street SE  
Sidney, Montana 59270  
Attn: City Clerk-Treasurer

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 12.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 12.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 12.4 Amendments. So long as the Series 2026 Bond is Outstanding and held by the DNRC, this Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 12.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 12.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 12.7 No Liability of Individual Officers, Directors, Trustees, or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 12.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2026 Bond, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2026 Bond.

Section 12.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2026 Project or the facility or facilities of which the 2026 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 12.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2026 Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2026 Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 12.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

Adopted by the City Council of the City of Sidney, Montana, on this 16th day of March, 2026.

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_  
City Clerk-Treasurer

(SEAL)

## APPENDIX A

## Description of the 2026 Project

The 2026 Project consists of designing, engineering and constructing improvements to the Borrower's water system, including water lines, a new water tower, restoration of the water tower site, and related improvements and costs.

## Estimated 2026 Project Budget and Associated Financing Costs

	ARPA Minimum Allocation	Series 2023 Bond	Series 2026 Bond	Other	Local Contribution - Non SRF Eligible	TOTAL
Grant Management	\$10,000.00	\$8,750.00	\$31,250.00			\$50,000.00
Bond Counsel			\$25,000.00			\$25,000.00
Loan Reserves			\$280,630			\$280,629.50
Audit Fees					\$20,000.00	\$20,000.00
Design Engineering	\$71,426.50	\$261,118.00				\$332,544.50
Design Engineering - Phase 3			\$133,000.00			\$133,000.00
Construction Engineering - Phase 1	\$109,856.80		\$30,143.20			\$140,000.00
Construction Engineering - Phase 2			\$400,000.00			\$400,000.00
Construction Engineering - Phase 3			\$27,000.00		\$65,000.00	\$92,000.00
Geotech		\$17,903.00				\$17,903.00
Bidding	\$30,259.50					\$30,259.50
Bidding - Phase 3			\$20,000.00			\$20,000.00
Construction - Phase 1	\$859,974.20		\$491,044.00			\$1,351,018.20
Construction - Phase 2			\$6,095,000.00			\$6,095,000.00
Construction - Phase 3			\$764,000.00	\$1,286,000.00	\$592,000.00	\$2,642,000.00
Contingency - Phase 1			\$20,000.00			\$20,000.00
Contingency - Phase 2			\$422,933.30			\$422,933.30
Contingency - Phase 3			\$85,000.00	\$445,000.00	\$73,000.00	\$603,000.00
<b>TOTAL PROJECT BUDGET</b>	<b>\$1,081,517.00</b>	<b>\$287,771.00</b>	<b>\$8,825,000.00</b>	<b>\$1,731,000.00</b>	<b>\$750,000.00</b>	<b>\$12,675,288.00</b>

APPENDIX B

[Form of the Series 2026 Bond]

UNITED STATES OF AMERICA  
STATE OF MONTANA  
COUNTY OF RICHLAND

**CITY OF SIDNEY**

WATER SYSTEM REVENUE BOND  
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)  
SERIES 2026

R-1

\$8,825,000

FOR VALUE RECEIVED, CITY OF SIDNEY, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Debt Service Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Principal, interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1, commencing on July 1, 2026 and concluding on January 1, 2046. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2026 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing the Bond, and the final Schedule B will reflect repayments under Section 5.1 of the supplemental bond resolution adopted on March 16, 2026. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the

basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$8,825,000 (the “Series 2026 Bond”). The Series 2026 Bond is issued to finance a portion of the costs of the construction of certain improvements to the water system of the Borrower (the “System”), fund deposits to the Reserve Account, and pay costs of issuing the Series 2026 Bond. The Series 2026 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 3212, adopted by the City Council on June 4, 2001 (the “Original Resolution”), as amended and supplemented by Resolution Nos. 3301, 3507, 3830, 3859, 3909, and \_\_\_\_ adopted by the City Council on July 6, 2004, November 15, 2010, June 1, 2020, June 21, 2021, April 17, 2023, and March 16, 2026, respectively (the Original Resolution, as so amended and supplemented, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution. The Series 2026 Bond is issuable only as a single, fully registered bond. The Series 2026 Bond is issued on a parity with the Borrower’s Water System Revenue Bond, Series 2004 (the “Series 2004 Bond”), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2020 (the “Series 2020 Bond”), its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2021 (the “Series 2021 Bond”), and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2023 (the “Series 2023 Bond”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2026 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, the Series 2026 Bond, and any other Bonds thereafter issued under the Resolution (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2026 Bond.

The Borrower may prepay the principal of the Series 2026 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2026 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2026 Bond.

The Series 2026 Bond, including interest and any premium for the redemption hereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2026 Bond is registered as the absolute owner hereof, whether this Series 2026 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2026 Bond may be transferred as hereinafter provided.

This Series 2026 Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Debt Service Account in that Water System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Outstanding Bonds payable semi-annually from the Debt Service Account and not less than the next payment amount with respect to all Bonds payable monthly from the Debt Service Account; that the Borrower has created a General Reserve Subaccount in the Reserve Account in the Water System Fund into which shall be paid additional Net Revenues, after required credits to the Debt Service Account, sufficient to maintain a reserve therein equal to, as of the date of calculation, the General Reserve Requirement (giving effect to any mandatory sinking fund redemption); that the Debt Service Account will be used only to pay the principal of, premium, if any, and interest on the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, the Series 2026 Bond, and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues not less than 110% of the maximum annual principal and interest payable on Outstanding Bonds in any subsequent future fiscal year and to maintain the Reserve Account at the Reserve Requirement; that additional Bonds may be issued and made payable from the Debt Service Account on a parity with the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, the Series 2026 Bond, and other parity Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2004 Bond, the Series 2020 Bond, the Series 2021 Bond, the Series 2023 Bond, the Series 2026 Bond, and other parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2026 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions

of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2026 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2026 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Debt Service Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2026 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Sidney, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk-Treasurer, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
City Clerk-Treasurer

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of this Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Clerk-Treasurer as Registrar, has duly noted the transfer on this Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid Principal Balance of this Bond and the interest accruing thereon is registered on the books of the City of Sidney, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Clerk-Treasurer</u>
_____, 2026	<u>Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620</u>	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Clerk-Treasurer of the City, acting as Bond Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

---

FORM OF ASSIGNMENT

For value received, the Bond is hereby transferred and assigned by the undersigned holder, without recourse, to \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
(Authorized Signature)

For: \_\_\_\_\_  
(Holder)



SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C  
ADDITIONAL REPRESENTATIONS AND COVENANTS

None

# Montana State Revolving Fund ("WRF") Program

## Loan Disbursement Report for

### Revenue Bonds/First Round

For State use only (100% Federal Funds only)

<p><b>1. Borrower:</b>                  Name: City of Sidney                  Address: 101 W Holly St, Sidney, MT, 59720                  Employee ID: 81-6001310</p>	<p><b>5. Disbursement Number:</b> 1</p>																																														
<p><b>2. Project Name: Water Tower Replacement</b>                  WRF Project Number: WRF-26638                  Borrower's Project Number: _____</p>	<p><b>6. Period covered by this Disbursement Report:</b>                  From: <u>Present</u> To: <u>4/29/2026</u>                  (Mo/Day/Yr) (Mo/Day/Yr)</p>																																														
<p><b>3. Committed Amount: \$8,825,000</b>                  (From the Binding Commitment Agreement)</p>	<p><b>7. Payment Instructions:</b>                  ☒ Wire Instructions:                  Bank: <u>Stockman Bank</u>                  ABA : <u>092905249</u>                  Account : <u>3010010486</u>                  Contact person at bank: <u>Diane Entzel</u>                  Bank phone number: <u>(406) 433-8600</u>  <input type="checkbox"/> Check if this is the final disbursement request.</p>																																														
<p><b>4. Total Loan Amount: \$8,825,000 B Loan</b></p>																																															
<p><b>8. Use of Funds</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Classification</th> <th style="width: 35%;">Amount This Period</th> <th style="width: 35%;">Cumulative to Date</th> </tr> </thead> <tbody> <tr> <td>A. Administrative Charges</td> <td style="text-align: right;">\$ 4,150.00</td> <td style="text-align: right;">\$ 4,150.00</td> </tr> <tr> <td>B. Land and Rights of Way</td> <td></td> <td></td> </tr> <tr> <td>C. Architectural &amp; Engineering</td> <td style="text-align: right;">\$34,551.00</td> <td style="text-align: right;">\$34,551.00</td> </tr> <tr> <td>D. Equipment</td> <td></td> <td></td> </tr> <tr> <td>E. Construction Improvements</td> <td style="text-align: right;">\$375,141.00</td> <td style="text-align: right;">\$375,141.00</td> </tr> <tr> <td>F. Miscellaneous</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>G. Total Construction Costs (Add Lines A through F)</td> <td style="text-align: right;">\$ 413,842.00</td> <td style="text-align: right;">\$ 413,842.00</td> </tr> <tr> <td>H. Administrative Fee - For Initial Disbursement Only (Multiply Committed Amount by .00575)</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>I. Origination Fee - For Initial Disbursement Only (Multiply Committed Amount by .01)</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>J. Sub-Total (Add Amounts on Lines G, H and I)</td> <td style="text-align: right;">\$413,842.00</td> <td style="text-align: right;">\$ 413,842.00</td> </tr> <tr> <td>K. Debt service Reserve Deposit (Multiply Amount on Line J by .038)</td> <td style="text-align: right;">\$15,726.00</td> <td style="text-align: right;">\$15,726.00</td> </tr> <tr> <td>L. Total Disbursement (Add Amounts on Line J and K)</td> <td style="text-align: right;">\$429,568.00</td> <td style="text-align: right;">\$429,568.00</td> </tr> <tr> <td>M. Federal Share of Disbursement (For State Use Only)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>N. Percentage of Physical Completion</td> <td style="text-align: right;">%</td> <td style="text-align: right;">%</td> </tr> </tbody> </table>		Classification	Amount This Period	Cumulative to Date	A. Administrative Charges	\$ 4,150.00	\$ 4,150.00	B. Land and Rights of Way			C. Architectural & Engineering	\$34,551.00	\$34,551.00	D. Equipment			E. Construction Improvements	\$375,141.00	\$375,141.00	F. Miscellaneous	\$	\$	G. Total Construction Costs (Add Lines A through F)	\$ 413,842.00	\$ 413,842.00	H. Administrative Fee - For Initial Disbursement Only (Multiply Committed Amount by .00575)	N/A	N/A	I. Origination Fee - For Initial Disbursement Only (Multiply Committed Amount by .01)	N/A	N/A	J. Sub-Total (Add Amounts on Lines G, H and I)	\$413,842.00	\$ 413,842.00	K. Debt service Reserve Deposit (Multiply Amount on Line J by .038)	\$15,726.00	\$15,726.00	L. Total Disbursement (Add Amounts on Line J and K)	\$429,568.00	\$429,568.00	M. Federal Share of Disbursement (For State Use Only)	\$	\$	N. Percentage of Physical Completion	%	%	<p>Debt Service Reserve of \$280,630.</p>
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<p><b>9. Certification</b></p> <p>I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project, that the disbursements represent amounts which have not been previously requested, that an inspection has been performed and that all work is in accordance with the terms of the project as described in the Commitment Agreement.</p>	<p><b>a. Borrower(s) [Note: two borrower signatures are required <u>only</u> when two parties (i.e. a County and a District) borrow WRF funds through an interlocal agreement.]</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Signature of Authorized Certifying Official</td> <td style="width: 30%;">Date Signed:</td> </tr> <tr> <td style="text-align: center;">Rick Norby, Mayor Typed or Printed Name and Title</td> <td style="text-align: center;">(406) 433.2809 Telephone (Area Code, Number &amp; Extension)</td> </tr> <tr> <td>Signature of "Authorized Certifying Official"</td> <td>Date Signed:</td> </tr> <tr> <td style="text-align: center;">Typed or Printed Name and Title</td> <td style="text-align: center;">Telephone (Area Code, Number &amp; Extension)</td> </tr> <tr> <td style="text-align: center;"></td> <td style="text-align: center;"><b>03/12/2026</b> Date Signed:</td> </tr> <tr> <td style="text-align: center;">Jordan Mayer, Project Engineer Typed or Printed Name and Title</td> <td style="text-align: center;">(406) 433.5617 Telephone (Area Code, Number &amp; Extension)</td> </tr> </table>	Signature of Authorized Certifying Official	Date Signed:	Rick Norby, Mayor Typed or Printed Name and Title	(406) 433.2809 Telephone (Area Code, Number & Extension)	Signature of "Authorized Certifying Official"	Date Signed:	Typed or Printed Name and Title	Telephone (Area Code, Number & Extension)		<b>03/12/2026</b> Date Signed:	Jordan Mayer, Project Engineer Typed or Printed Name and Title	(406) 433.5617 Telephone (Area Code, Number & Extension)																																	
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	<b>03/12/2026</b> Date Signed:																																														
Jordan Mayer, Project Engineer Typed or Printed Name and Title	(406) 433.5617 Telephone (Area Code, Number & Extension)																																														
<p><b>10. Approval (For State Use Only)</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DEQ Signature</td> <td style="width: 50%;">Date</td> </tr> <tr> <td>DNRC Signature</td> <td>Date</td> </tr> </table>	DEQ Signature	Date	DNRC Signature	Date																																										
DEQ Signature	Date																																														
DNRC Signature	Date																																														

# Contractor's Application For Payment

Owner: City of Sidney Owner's Project Number: WR2300047.02  
 Engineer: Interstate Engineering, Inc. Engineer's Project Number: WR2300047.02  
 Contractor: Maguire Iron, Inc. Contractor's Project Number: \_\_\_\_\_  
 Project: North Park Elevated Water Tower Replacement (Phase 2)  
 Contract: Schedule 1 and Schedule 2

Application No.: 1 Application Date: 12/10/2025  
 Application Period: From 10/6/2025 to 12/6/2025

1. ORIGINAL CONTRACT PRICE	\$	<u>6,195,000.00</u>
2. Net change by Change Orders	\$	_____
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	<u>6,195,000.00</u>
4. Total Work completed and material stored to date (Column L Unit Price Total)	\$	<u>422,573.36</u>
5. RETAINAGE:		
a. 5.0% x Work Completed	\$	<u>15,000.00</u>
b. 5.0% x Stored Material Remaining	\$	<u>6,128.67</u>
c. Total Retainage (Line 5.a + 5.b)	\$	<u>21,128.67</u>
6. SET-OFFS:		
a. Direct Expenses (Reimbursable)	\$	_____
b. Direct Expenses (Non-Reimbursable)	\$	_____
c. Total Direct Expenses (Line 6.a + 6.b)	\$	_____
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c - Line 6.c)	\$	<u>401,444.69</u>
8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	\$	_____
9. GROSS AMOUNT DUE THIS APPLICATION	\$	<u>401,444.69</u>
10. 1% MT GROSS RECEIPTS TAX	\$	<u>4,014.45</u>
11. NET AMOUNT DUE THIS APPLICATION	\$	<u>397,430.25</u>
12. BALANCE TO FINISH + RETAINAGE (Line 3 - Line 4 + Line 5.c)	\$	<u>5,793,555.31</u>

### Contractor's Certification

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

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

Contractor: Maguire Iron, Inc.

Signature:  Date: 12/10/2025

Recommended by Engineer:   
 By:   
 Title: Project Engineer  
 Date: 12/10/2025

Approved by Owner: City of Sidney  
 By:   
 Title: Mayor  
 Date: 12-15-2025

Approved by Funding Agency:

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Sidney Owner's Project Number: WR2300047.02  
 Engineer: Interstate Engineering, Inc. Engineer's Project Number: WR2300047.02  
 Contractor: Moquire Iron, Inc. Contractor's Project Number: \_\_\_\_\_  
 Project: North Park Elevated Water Tower Replacement (Phase 2)  
 Contract: Schedule 1 and Schedule 2

Application No.: 1 Application Period: From 10/6/2025 To 12/6/2025 Application Date: 12/10/2025

A Bid Item No.	B Description	C		D		E		F		G	H		I	J	K	L	M	N									
		Item	Quantity	Units	Unit Price (\$)	Value of bid Item (CxE)	Estimated Quantity Incorporated Previously	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date		Value of Work Completed to Date (E*J)	Materials Currently Stored (not in G or H) (\$)							Work Completed and Materials Stored to Date (I+K) (\$)	% of Value of Item (L / F)	Balance to Finish (F - L) (\$)						
<b>Schedule 1</b>																											
101	Mobilization, Taxes, Bonds, & Insurance	1	LS		\$600,000.00	\$600,000.00					0.50			\$300,000.00	\$300,000.00	50.00%	\$300,000.00										
102	750,000 GAL Elevated Water Tank (Spheroid)	1	LS		\$3,285,045.00	\$3,285,045.00								\$122,573.36	\$122,573.36	3.73%	\$3,162,471.64										
103	Water Tank Mixer	1	LS		\$20,000.00	\$20,000.00											\$20,000.00										
104	Water Tank Cathodic Protection	1	LS		\$40,000.00	\$40,000.00											\$40,000.00										
105	Interior & Exterior Water Tank Painting	1	LS		\$400,000.00	\$400,000.00											\$400,000.00										
106	Water Tank Logo Painting	1	LS		\$10,000.00	\$10,000.00											\$10,000.00										
107	Soil Foundation Improvement Design	1	LS		\$5,000.00	\$5,000.00											\$5,000.00										
108	Soil Foundation Improvement Installation	1	LS		\$350,000.00	\$350,000.00											\$350,000.00										
109	Water Tank Foundation Ring Wall Design	1	LS		\$5,000.00	\$5,000.00											\$5,000.00										
110	Water Tank Foundation Ring Wall Installation	1	LS		\$600,000.00	\$600,000.00											\$600,000.00										
111	Dewatering	1	LS		\$20,000.00	\$20,000.00											\$20,000.00										
112	Water Tank Interior Concrete Floor	1	LS		\$5,000.00	\$5,000.00											\$5,000.00										
113	Concrete Vault & Accessories	1	LS		\$24,000.00	\$24,000.00											\$24,000.00										
114	Steel Casing & Cathodic Protection	38	LF		\$350.00	\$13,300.00											\$13,300.00										
115	Interior Process Piping & Appurtenances	1	LS		\$130,000.00	\$130,000.00											\$130,000.00										
116	Interior Control Building	1	LS		\$30,000.00	\$30,000.00											\$30,000.00										
117	Electrical	1	LS		\$86,500.00	\$86,500.00											\$86,500.00										
118	SCADA Subcontractor Coordination & Markup	1	LS		\$3,800.00	\$3,800.00											\$3,800.00										
119	12 Inch Water Main (DIP)	53	LF		\$200.00	\$10,600.00											\$10,600.00										
120	Connect to Existing 12" Main	1	EA		\$10,000.00	\$10,000.00											\$10,000.00										
121	Exterior Concrete Pad	5184	SF		\$10.00	\$51,840.00											\$51,840.00										
122	6' Tall Ornamental Fence	238	LF		\$140.00	\$33,320.00											\$33,320.00										
123	7' Tall Ornamental Fence	26	LF		\$185.00	\$4,810.00											\$4,810.00										
124	4' Wide Swing Gate	1	EA		\$4,000.00	\$4,000.00											\$4,000.00										
125	12' Wide Swing Gate	1	EA		\$9,000.00	\$9,000.00											\$9,000.00										
126	Temporary Security Fence	1	LS		\$10,000.00	\$10,000.00											\$10,000.00										
127	Site Preparation	1	LS		\$25,000.00	\$25,000.00											\$25,000.00										
128	Gross Restoration (Hydro Mulch)(New Water Tank Site)	1	LS		\$15,000.00	\$15,000.00											\$15,000.00										
129	Gross Restoration (Hydro Mulch)(Slaging Area)	1	LS		\$10,000.00	\$10,000.00											\$10,000.00										
130	Exploratory Excavation	10	HR		\$150.00	\$1,500.00											\$1,500.00										
131	Imported French Backfill	50	CY		\$300.00	\$15,000.00											\$15,000.00										
132	Type II Pipe Bedding	50	CY		\$300.00	\$15,000.00											\$15,000.00										
133	Traffic Control	1	LS		\$5,000.00	\$5,000.00											\$5,000.00										
134	Materials Testing	1	LS		\$10,000.00	\$10,000.00											\$10,000.00										
135	Micro-Comm SCADA Allowance	37485	UNIT		\$1.00	\$37,485.00											\$37,485.00										
136	Miscellaneous Work Allowance	25000	UNIT		\$1.00	\$25,000.00											\$25,000.00										
<b>Schedule 1 Totals</b>															\$5,920,200.00	\$5,920,200.00											

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Sidney Owner's Project Number: WR2300047.02  
 Engineer: Interstate Engineering, Inc. Engineer's Project Number: WR2300047.02  
 Contractor: Maquire Iron, Inc. Contractor's Project Number: \_\_\_\_\_  
 Project: North Park Elevated Water Tower Replacement (Phase 2)  
 Contract: Schedule 1 and Schedule 2

Application No.: 1 Application Period: From 10/16/2025 To 12/16/2025 Application Date: 12/10/2025

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

**Original Contract**

Schedule II	Item	Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*J)	Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L/F)	Balance to Finish (F-L) (\$)
201	Mobilization, Taxes, Bonds, & Insurance	1	LS	\$10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
202	Remove Existing Elevated Water Tank Structure	1	LS	\$189,600.00	\$189,600.00				\$ -		\$ -		\$189,600.00
203	Dispose of Existing Elevated Water Tank Structure	1	LS	\$10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
204	Abandon Existing Water Main	1	LS	\$10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
205	Remove Existing Electrical Service	1	LS	\$1,500.00	\$ 1,500.00				\$ -		\$ -		\$ 1,500.00
206	Temporary Security Fence	1	LS	\$10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
207	Site Preparation	1	LS	\$10,000.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
208	Gross Restoration (Hydro Mulch)(Existing Water Tank Site)	1	LS	\$20,000.00	\$ 20,000.00				\$ -		\$ -		\$ 20,000.00
209	Exploratory Excavation	10	HR	\$150.00	\$ 1,500.00				\$ -		\$ -		\$ 1,500.00
210	Traffic Control	1	LS	\$2,200.00	\$ 2,200.00				\$ -		\$ -		\$ 2,200.00
211	Miscellaneous Work Allowance	10,000	UNIT	\$ 1.00	\$ 10,000.00				\$ -		\$ -		\$ 10,000.00
<b>Schedule II Totals</b>					<b>\$274,800.00</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ 274,800.00</b>

Schedule I	Item	Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*J)	Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L/F)	Balance to Finish (F-L) (\$)
<b>Schedule I Totals</b>					<b>\$5,920,200.00</b>				<b>\$300,000.00</b>		<b>\$422,573.36</b>	<b>7.14%</b>	<b>\$5,497,626.64</b>
<b>Schedule II Totals</b>					<b>\$274,800.00</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$274,800.00</b>
<b>Original Contract Totals</b>					<b>\$6,195,000.00</b>				<b>\$300,000.00</b>		<b>\$300,000.00</b>	<b>4.84%</b>	<b>\$5,895,000.00</b>

**Summary Table**

Change Order #1	Item	Quantity	Units	Unit Price (\$)	Value of bid Item (CxE) (\$)	Estimated Quantity Incorporated	Estimated Quantity Incorporated This Period	Estimated Quantity Incorporated To Date	Value of Work Completed to Date (E*J)	Materials Currently Stored (not in G or H) (\$)	Work Completed and Materials Stored to Date (J+K) (\$)	% of Value of Item (L/F)	Balance to Finish (F-L) (\$)
<b>Change Order Totals</b>					<b>\$ -</b>				<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>Total Contract Including Change Orders</b>					<b>\$6,195,000.00</b>				<b>\$300,000.00</b>		<b>\$422,573.36</b>	<b>6.82%</b>	<b>\$5,772,426.64</b>





1% Contractor's Gross Receipts  
Gross Receipts Withholding Return

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

1.	<b>Contract Awarded by:</b> Enter the federal employer identification number, business name and address. Place an "X" in "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Federal Identification Number (FEIN): 81-6001310 Name: City of Sidney Address: 115 2nd Street SE City: Sidney State: MT Zip Code: 59270
2.	<b>Contract Awarded to:</b> Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. Prime Contractor <input checked="" type="checkbox"/> Sub-Contractor <input type="checkbox"/> Federal Identification Number (FEIN): 46-0256425 Name: Maguire Iron, Inc. Address: 2001 E. Robur Drive (PO Box 1446) City: Sioux Falls State: SD Zip Code: 57104
3.	Enter the Government Issued Purchase Order Number here..... 3. WR2300047.02
4.	Enter the contract award date here..... 4. 10/6/2025
5.	Enter the month and year this payment was earned.....5. 12/10/2025
6.	Enter the gross dollar amount due to the prime contractor or sub-contractor here..... 6. \$401,444.69
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts..... 7. \$4,014.45
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor..... 8. \$397,430.24
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor..... 9.
9(a)	<input checked="" type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account.
9(b)	<input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.
10.	Enter a description of work to be performed under this contract. North Park Elevated Water Tower Replacement (Phase 2) Schedule 1 and Schedule 2
11.	Enter the location in Montana where this work is performed. Be specific with your description. North Park, Sidney, Montana
Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. Government Entity <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub-Contractor <input type="checkbox"/>	
Preparer's Signature: _____ Date: _____ Preparer's Title: _____ Fax Number: _____ Telephone Phone: _____	

For Information Only

Owner must

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

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



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

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

1.	<b>Contract Awarded by:</b>	Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Prime Contractor" box if you are registering this contract between a prime contractor and a subcontractor. <div style="text-align: center;">           Government Entity <input type="checkbox"/>      Prime Contractor <input type="checkbox"/> </div> Federal Identification Number (FEIN): 81-6001310 Name: City of Sidney Address: 115 2nd Street SE City: Sidney      State: MT      Zip Code: 59270
2.	<b>Contract Awarded to:</b>	Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are registering this contract between a government entity and a prime contractor. Place an "X" in the "Subcontractor" box if you are registering this contract between a prime contractor and a subcontractor. <div style="text-align: center;">           Prime Contractor <input type="checkbox"/>      Sub-Contractor <input type="checkbox"/> </div> Federal Identification Number (FEIN): 46-0256425 Name: Maguire Iron, Inc. Address: 2001 E. Robur Drive (PO Box 1446) City: Sioux Falls      State: SD      Zip Code: 57104
3.	Enter the Government Issued Purchase Order Number here.....	3.      WR2300047.02
4.	Enter the contract award date here.....	4.      10/6/2025
5.	Enter the estimated construction completion date here.....	5.      Jun-27
6.	Enter the total dollar amount of the contract here.....	6.      \$6,195,000.00
7.	Enter a description of work to be performed under this contract. North Park Elevated Water Tower Replacement (Phase 2) Schedule 1 and Schedule 2	
8.	Enter the location in Montana where this work is performed. Be specific with your description. North Park, Sidney, Montana	

Contract award registration submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below.

Government Entity       Prime Contractor       Sub-Contractor

For Information Only

Preparer's Signature: \_\_\_\_\_ Date: **Owner must**

Preparer's Title: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Telephone Phone: \_\_\_\_\_

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

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



# Invoice

PAGE 1

Item b.

Invoice Number	03428956
Invoice Date	10/27/25
Customer Number	0112816 EMAIL
Purchase Order Number	MT00004527
Shipping Date	10/27/25
Terms	NET 30 DAYS
Entered By	CORY MERG

**Sold To**

Maguire Tank  
 1610 N Minnesota Ave  
 Sioux Falls, SD 57104

**REMIT TO:** McNeilus Steel, Inc.  
 P.O. Box 857008  
 Minneapolis, MN 55485-7008

TERMS: NET 30, 1 1/2% PER MONTH CARRYING CHARGE ON ALL INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE

**Ship To**

Maguire Tank  
 5400 N INTERCHANGE AVE  
 Sioux Falls, SD 57104  
 605-334-9749

CANADIAN GST: 84977 9111-RT

My tongue shall speak of Your word, for all Your commandments are righteousness.  
 Psalm 119:172

Item	Qty Ord	Qty Ship	Qty B/O	Description	Price	UOM	Weight	Net
P0480	3	3		1/4" A36 PLATE 96" X 240" SIDNEY, MT	930.2987	EA	4890.240	2790.90
P0880	1	1		1/2" A36 PLATE 96" X 240" SIDNEY, MT	1791.3300	EA	3259.930	1791.33
P2880	1	1		1-3/4" A36 PLATE 96" X 240" SIDNEY, MT	6283.3962	EA	11434.752	6283.40
				FREIGHT CHARGE				.00
				TOTAL WEIGHT				19583
				TOTAL TAX				673.67
				ORDER AMOUNT				11539.30



# Invoice

PAGE 1

Item b.

Invoice Number	03428954
Invoice Date	12/08/25
Customer Number	0112816 EMAIL
Purchase Order Number	MT00004527
Shipping Date	12/08/25
Terms	NET 30 DAYS
Entered By	CORY MERG

**Sold To**

Maguire Tank  
 1610 N Minnesota Ave  
 Sioux Falls, SD 57104

REMIT TO: McNeilus Steel, Inc.  
 P.O. Box 857008  
 Minneapolis, MN 55485-7008

TERMS: NET 30, 1 1/2% PER MONTH CARRYING CHARGE ON ALL INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE

**Ship To**

Maguire Tank  
 5400 N INTERCHANGE AVE  
 Sioux Falls, SD 57104  
 605-334-9749

CANADIAN GST: 84977 9111-RT

Listen to counsel and receive instruction, that you may be wise.  
 Proverbs 19:20

Item	Qty Ord	Qty Ship	Qty B/O	Description	Price	UOM	Weight	Net
E16DR	4	4		PLT 1" 96 X 454 A36 SIDNEY, MT	6792.0518	EA	49443.626	27168.21
				FREIGHT CHARGE				.00
				TOTAL WEIGHT				49443
				TOTAL TAX				1684.42
				ORDER AMOUNT				28852.63



# Invoice

Item b.

Invoice Number	03428955
Invoice Date	12/08/25
Customer Number	0112816 EMAIL
Purchase Order Number	MT00004527
Shipping Date	12/08/25
Terms	NET 30 DAYS
Entered By	CORY MERG

**Sold To**

Maguire Tank  
 1610 N Minnesota Ave  
 Sioux Falls, SD 57104

REMIT TO: McNeilus Steel, Inc.  
 P.O. Box 857008  
 Minneapolis, MN 55485-7008

TERMS: NET 30, 1 1/2% PER MONTH CARRYING CHARGE ON ALL INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE

**Ship To**

Maguire Tank  
 5400 N INTERCHANGE AVE  
 Sioux Falls, SD 57104  
 605-334-9749

CANADIAN GST: 84977 9111-RT

Listen to counsel and receive instruction, that you may be wise.  
 Proverbs 19:20

Item	Qty Ord	Qty Ship	Qty B/O	Description	Price	UOM	Weight	Net
P16DR	4	4		PLT 1" 96 X 454 A36 SIDNEY, MT	6792.0518	EA	49443.626	27168.21
				FREIGHT CHARGE				.00
				TOTAL WEIGHT			49443	
				TOTAL TAX				1684.42
				ORDER AMOUNT				28852.63

RATNER STEEL SUPPLY  
2500 WEST COUNTY ROAD B  
ROSEVILLE MN 55113  
1-651-631-8515

MAGIR JF 605-334-9749

INVOICE# 175200

Sold To: MAGUIRE IRON, INC  
PO BOX 1446  
SIOUX FALLS, SD 57101

Ship To: MAGUIRE IRON INCC  
5400 N.INTERCHANGE AVE  
SIOUX FALLS,SD 57104

CARRIER	F.O.B.	TERMS	B/L #	SHIPPED	INV. DATE
	DELIVERED	NET 60	501277	12/02/25	12/02/25

S/O#	LN	WEIGHT	ITMS	GRADE	GAUGE	WIDTH	LENGTH	UM	PRICE	AMOUNT
				HOT ROLLED A36						
				SIDNEY,MT						
	209748	43580	27	HR	5/16	72.00	253.00	C	46.00	20046.80
	MT00004529			PartNumber .3125X0072X0253						
		43580	27							20046.80

REMIT TO:  
MI 14  
PO BOX 9201  
MINNEAPOLIS, MN 55480-9201

RATNER STEEL SUPPLY  
2500 WEST COUNTY ROAD B  
ROSEVILLE MN 55113  
1-651-631-8515

MAGIR JF 605-334-9749

INVOICE# 175224

Sold To: MAGUIRE IRON, INC  
PO BOX 1446  
SIOUX FALLS, SD 57101

Ship To: MAGUIRE IRON INCC  
5400 N.INTERCHANGE AVE  
SIOUX FALLS,SD 57104

CARRIER	F.O.B.	TERMS	B/L #	SHIPPED	INV. DATE
	DELIVERED	NET 60	502151	12/03/25	12/03/25

S/O#	LN	WEIGHT	ITMS	GRADE	GAUGE	WIDTH	LENGTH	UM	PRICE	AMOUNT
				HOT ROLLED A36						
				SIDNEY,MT						
209748	14527	9	HR	5/16		72.00	253.00	C	46.00	6682.42
	MT00004529			PartNumber .3125X0072X0253						
	14527	9								6682.42

REMIT TO:  
MI 14  
PO BOX 9201  
MINNEAPOLIS, MN 55480-9201



# State Steel of South Dakota

- STATE STEEL OF SOUTH DAKOTA
- PHONE (605) 338-9303
- TOLL FREE (800) 658-5522

**MAGUIRE TANK**  
**PO BOX 1446**  
**SIOUX FALLS SD 57101-1446**

10224

**INVOICE**  
**SF701775**

S  
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P

**MAGUIRE TANK**  
**PO BOX 1446**  
**SIOUX FALLS SD 57101-1446**

10224

↓ PLEASE REMIT TO: ↓  
 P.O. BOX 3224  
 SIOUX CITY, IA 51102

S  
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D

TERMS	CUST. NO.	SOLD BY	SHIP VIA	F.O.B.	SHIP DATE	INVOICE DATE
1/2% 10 net 30	10224	MP STATE-SF	SIOUX FALLS		11/24/25	11/24/25

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S51117JG020 MT4656	20PC	HOT ROLLED ROUND 1-1/4 x 40' 0"	3339LB	60.67/CW	\$2025.77T
S51117JG020 MT4656	36PC	HOT ROLLED ROUND 1-1/2 x 40' 0"	8655LB	60.67/CW	\$5250.99T
S51117JG020 MT4656	12PC	HOT ROLLED ROUND 2-1/4 x 40' 0"	6490LB	60.67/CW	\$3937.48T

	\$ 11,214.24
STATE OF SD TAX (4.2%) (SF)	\$ 471.00
SIOUX FALLS TAX (2%)	\$ 224.28
Amount Due	===== \$ 11,909.52

\$ 56.07 DISCOUNT ALLOWED IF PAID BY: 12/ 4/25  
 CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION



# State Steel

of South Dakota

- STATE STEEL OF SOUTH DAKOTA
- PHONE (605) 338-9303
- TOLL FREE (800) 658-5522

**MAGUIRE**  
 5400 N INTERCHANGE AVE  
 SIOUX FALLS SD 57104

(SHIP) 58770

**INVOICE**  
 SF701902

SHIP

**MAGUIRE TANK**  
 PO BOX 1446  
 SIOUX FALLS SD 57101-1446

10224

↓ PLEASE REMIT TO: ↓  
 P.O. BOX 3224  
 SIOUX CITY, IA 51102

SOLD

TERMS	CUST. NO.	SOLD BY	SHIP VIA	FOB	SHIP DATE	INVOICE DATE
1/2% 10 net 30	10224	MP STATE-SF	SIOUX FALLS		11/26/25	11/26/25

REFERENCE	QUANTITY	DESCRIPTION	WEIGHT	PRICE / UNIT	NET
S51124JG004 MT4530	5PC	HR A36 PLATE 7/8 x 84 x 240 HEAT # B5J807-A19	25018LB	55.29/CW	\$13832.45T
STATE OF SD TAX (4.2%) (SF)					\$ 580.96
SIOUX FALLS TAX (2%)					\$ 276.65
Amount Due					<u>\$ 14,690.06</u>

\$ 69.16 DISCOUNT ALLOWED IF PAID BY: 12/ 6/25  
 CREDIT WILL NOT BE ALLOWED ON MATERIAL RETURNED WITHOUT AUTHORIZATION



Item b.

**PLEASE MAIL PAYMENTS TO:**  
 INTERSTATE ENGINEERING, INC.  
 PO BOX 2035 • JAMESTOWN, ND 58402  
 PH. 701.252.0234

City of Sidney  
 Attn: Jessie Chamberlin  
 115 2nd Street SE  
 Sidney, MT 59270

September 28, 2025  
 Project No: WR2300047  
 Invoice No: 59472

Task Order No. 7 - North Park Elevated Water Tank  
 Removal of 300,000 Gallon Water Storage Tank Located at North Park  
 and Replace With 750,000 Gallon Elevated Tank  
 Sidney, Montana

**Professional Services through September 20, 2025**

**Design Engineering Services  
 Fee**

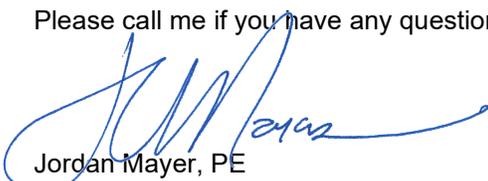
Billing Phase		Percent Fee Complete	Earned	Previous Fee Billing	Current Fee Billing
Study and Report Services	34,000.00	100.00	34,000.00	34,000.00	0.00
Funding Assistance	25,000.00	88.00	22,000.00	21,000.00	1,000.00
Design Engineering (Tank Replacement)	200,000.00	100.00	200,000.00	200,000.00	0.00
Design Engineering - Amendment No. 1	87,000.00	100.00	87,000.00	87,000.00	0.00
Bidding or Negotiating	20,000.00	100.00	20,000.00	20,000.00	0.00
Total Fee	366,000.00		363,000.00	362,000.00	1,000.00
<b>Total Fee</b>					<b>1,000.00</b>
<b>Total this Phase</b>					<b>\$1,000.00</b>

**Additional Services: Phase II - Contractor Due Diligence for Recommendation of Award  
 City of Sidney System Integrator Solicitations and Correspondence for Future RFQ**

	Hours	Rate	Amount	
ENG VII	2.00	220.00	440.00	
TECH IV	.50	132.00	66.00	
Totals	2.50		506.00	
<b>Total Labor</b>				<b>506.00</b>
<b>Total this Phase</b>				<b>\$506.00</b>

**Total Due this Invoice \$1,506.00**

Please call me if you have any questions regarding this invoice.

  
 Jordan Mayer, PE  
 406.433.5617



**PLEASE MAIL PAYMENTS TO:**  
 INTERSTATE ENGINEERING, INC.  
 PO BOX 2035 • JAMESTOWN, ND 58402  
 PH. 701.252.0234

City of Sidney  
 Attn: Jessie Chamberlin  
 115 2nd Street SE  
 Sidney, MT 59270

March 11, 2026  
 Project No: WR2300047  
 Invoice No: 60624

Task Order No. 7 and Contract Amendment No. 1-3 - North Park Elevated Water Tank  
 Phase 4: Removal of 300,000 Gallon Water Storage Tank Located at North Park  
 and Replace With 750,000 Gallon Elevated Tank  
 Sidney, Montana

**Professional Services through February 28, 2026**

**Design Engineering Services**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study and Report Services	34,000.00	100.00	34,000.00	34,000.00	0.00
Funding Assistance Watermain+TankReplace	45,000.00	57.00	25,650.00	22,000.00	3,650.00
Design Engineering (Tank Replacement)	287,000.00	69.6864	200,000.00	200,000.00	0.00
Bidding or Negotiating Watermain+Tank	20,000.00	100.00	20,000.00	20,000.00	0.00
<b>Total Fee</b>	<b>386,000.00</b>		<b>279,650.00</b>	<b>276,000.00</b>	<b>3,650.00</b>
	<b>Total Fee</b>			<b>3,650.00</b>	
		<b>Total this Phase</b>		<b>\$3,650.00</b>	

**Construction Engineering Services for Watermain and Tank Replacement**

	Hours	Rate	Amount
ENG II	41.50	145.00	6,017.50
ENG IV	.50	175.00	87.50
ENG V	1.00	190.00	190.00
ENG VII	3.00	220.00	660.00
TECH IV	.50	132.00	66.00
Totals	46.50		7,021.00
<b>Total Labor</b>			<b>7,021.00</b>

**Reimbursable Expenses**

Other Direct Expense			
10/16/2025	United Parcel Service		12.29
11/5/2025	Daye France (Sidney Red- Gravel E-Mix)		87.00
	<b>Total Reimbursables</b>		<b>99.29</b>
		<b>Total this Phase</b>	<b>\$7,120.29</b>

**Total Due this Invoice \$10,770.29**

Project

WR2300047

Sidney City TO7 North Park Water Tank

Invoice

60624

Item b.

Please call me if you have any questions regarding this invoice.



Jordan Mayer, PE  
406.433.5617



PLEASE MAIL PAYMENTS TO:  
INTERSTATE ENGINEERING, INC.  
PO BOX 2035 • JAMESTOWN, ND 58402  
PH. 701.252.0234

City of Sidney  
Attn: Jessie Chamberlin  
115 2nd Street SE  
Sidney, MT 59270

March 11, 2026  
Project No: WR2300047.01  
Invoice No: 61051

Task Order No. 7 - North Park Elevated Water Tank  
Contract Amendment No. 3 - Construction Engineering for Tank Replacement  
Sidney, Montana

**Professional Services from August 25, 2025 to February 28, 2026**

**Professional Personnel**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
ADMIN I	.50	88.00	44.00
ENG IV	3.00	175.00	525.00
ENG VII	48.00	220.00	10,560.00
ENG VIII	2.00	235.00	470.00
ENG IX	1.00	250.00	250.00
ENG X	4.00	265.00	1,060.00
TECH I	13.00	87.00	1,131.00
TECH IV	12.00	132.00	1,584.00
TECH VIII	3.50	192.00	672.00
TECH IX	7.00	207.00	1,449.00
Totals	94.00		17,745.00
<b>Total Labor</b>			<b>17,745.00</b>
<b>Total this Invoice</b>			<b>\$17,745.00</b>

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE  
406.433.5617



PLEASE MAIL PAYMENTS TO:  
INTERSTATE ENGINEERING, INC.  
PO BOX 2035 • JAMESTOWN, ND 58402  
PH. 701.252.0234

City of Sidney  
Attn: Jessie Chamberlin  
115 2nd Street SE  
Sidney, MT 59270

March 11, 2026  
Project No: WR2300047.02  
Invoice No: 61052

Task Order No. 7 - North Park Elevated Water Tank  
Contract Amendment No. 3 - Design Engineering and Bidding or Negotiating for Site and Park Improvements  
Sidney, Montana

**Professional Services from June 30, 2025 to February 21, 2026**

**Fee**

Total Fee	153,000.00		
Percent Complete	6.00	Total Earned	9,180.00
		Previous Fee Billing	0.00
		Current Fee Billing	9,180.00
		<b>Total Fee</b>	<b>9,180.00</b>
		<b>Total this Invoice</b>	<b>\$9,180.00</b>

Please call me if you have any questions regarding this invoice.

Jordan Mayer, PE  
406.433.5617

ATTACHMENT B

SUBRECIPIENT: City of Sidney  
 PROJECT TITLE: Phase IV-North Park Elevated Water Tower Replacement

ADMINISTRATION	ARPA Minimum Allocation	SRF Loan C (roll over \$287,771)	SRF Loan D (2.5% Interest)	Other	Local Contribution - Non SRF Eligible Components	TOTAL	
Grant Management	\$10,000.00	\$8,750.00	\$31,250.00			\$50,000.00	\$ 50,000.00
Bond Counsel			\$25,000.00			\$25,000.00	\$ 25,000.00
Loan Reserves			\$559,788.00			\$559,788.00	\$ 559,788.00
Audit Fees					\$20,000.00	\$20,000.00	\$ 20,000.00
						\$0.00	\$ -
<b>TOTAL ADMINISTRATION</b>	<b>\$10,000.00</b>	<b>\$8,750.00</b>	<b>\$616,038.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>	<b>\$654,788.00</b>	<b>\$ 654,788.00</b>
<b>CONSTRUCTION RELATED ACTIVITIES</b>							
Design Engineering	\$70,920.50	\$261,118.00	\$0.00			\$332,038.50	\$ 332,038.50
Design Engineering - Phase 3			\$133,000.00			\$133,000.00	\$ 133,000.00
Construction Engineering - Phase 1	\$109,856.80		\$30,143.20			\$140,000.00	\$ 140,000.00
Construction Engineering - Phase 2			\$400,000.00			\$400,000.00	\$ 400,000.00
Construction Engineering - Phase 3			\$27,000.00			\$92,000.00	\$ 92,000.00
Geotech		\$17,903.00			\$65,000.00	\$17,903.00	\$ 17,903.00
Bidding	\$30,259.50					\$30,259.50	\$ 30,259.50
Bidding - Phase 3			\$20,000.00			\$20,000.00	\$ 20,000.00
Construction - Phase 1	\$834,176.39		\$491,044.00			\$1,325,220.39	\$ 1,325,220.39
Construction - Phase 2	\$26,303.81		\$6,095,000.00			\$6,121,303.81	\$ 6,121,303.81
Construction - Phase 3			\$714,000.00	\$1,286,000.00	\$592,000.00	\$2,592,000.00	\$ 2,592,000.00
Contingency - Phase 1			\$20,000.00			\$20,000.00	\$ 20,000.00
Contingency - Phase 2			\$193,774.80			\$193,774.80	\$ 193,774.80
Contingency - Phase 3			\$85,000.00	\$445,000.00	\$73,000.00	\$603,000.00	\$ 603,000.00
<b>TOTAL ACTIVITY</b>	<b>\$1,071,517.00</b>	<b>\$279,021.00</b>	<b>\$8,208,962.00</b>	<b>\$1,731,000.00</b>	<b>\$730,000.00</b>	<b>\$12,020,500.00</b>	<b>\$ 12,020,500.00</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$1,081,517.00</b>	<b>\$287,771.00</b>	<b>\$8,825,000.00</b>	<b>\$1,731,000.00</b>	<b>\$750,000.00</b>	<b>\$12,675,288.00</b>	<b>\$ 12,675,288.00</b>
	\$ 1,081,517.00	\$ 287,771.00	\$ 8,825,000.00	\$ 1,731,000.00	\$ 750,000.00	\$ 12,675,288.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

689 total

SUMMARY OF MATCHING FUNDS

FUNDING SOURCE	AMOUNT
ARPA Minimum Allocation	\$1,081,517.00
SRF Loan C (roll over \$287,771)	\$287,771.00
SRF Loan D (2.5% Interest)	\$8,825,000.00
Other	\$1,731,000.00
Local Contribution - Non SRF Eligible Com	\$750,000.00
<b>TOTAL</b>	<b>\$12,675,288.00</b>

ADMINISTRATIVE/ FINANCIAL COSTS:	ARPA Minimum Allocation				SRF Loan C (roll over \$287,771)				SRF Loan D (2.5% Interest)				Other				Local Contribution - Non SRF Eligible Components				Total Budget			
	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Expended	Balance	
Grant Management	\$ 10,000.00	\$ 10,000.00		\$ -	\$ 8,750.00	\$ 8,750.00		\$ -	\$ 31,250.00		\$ 4,150.00	\$ 27,100.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 50,000.00	\$ 22,900.00	\$ 27,100.00
Bond Counsel	\$ -			\$ -	\$ -			\$ -	\$ 25,000.00			\$ 25,000.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00
Loan Reserves	\$ -			\$ -	\$ -			\$ -	\$ 559,788.00			\$ 559,788.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 559,788.00	\$ -	\$ 559,788.00
Audit Fees	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ 20,000.00		\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	
<b>Total Administrative Costs</b>	<b>\$ 10,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,750.00</b>	<b>\$ 8,750.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 616,038.00</b>	<b>\$ -</b>	<b>\$ 4,150.00</b>	<b>\$ 611,888.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000.00</b>	<b>\$ 654,788.00</b>	<b>\$ 22,900.00</b>	<b>\$ 631,888.00</b>	
<b>ACTIVITY COSTS:</b>																								
Design Engineering	\$ 70,920.50	\$ 70,920.50		\$ -	\$ 261,118.00	\$ 261,118.00		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 332,038.50	\$ 332,038.50	\$ -
Design Engineering - Phase 3	\$ -			\$ -	\$ -			\$ -	\$ 133,000.00		\$ 9,180.00	\$ 123,820.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 133,000.00	\$ 9,180.00	\$ 123,820.00
Construction Engineering - Phase 1	\$ 109,856.80	\$ 109,856.80		\$ -	\$ -			\$ -	\$ 30,143.20		\$ 7,626.29	\$ 22,516.91	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 140,000.00	\$ 117,483.09	\$ 22,516.91
Construction Engineering - Phase 2	\$ -			\$ -	\$ -			\$ -	\$ 400,000.00		\$ 17,745.00	\$ 382,255.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 400,000.00	\$ 17,745.00	\$ 382,255.00
Construction Engineering - Phase 3	\$ -			\$ -	\$ -			\$ -	\$ 27,000.00			\$ 27,000.00	\$ -			\$ -	\$ 65,000.00		\$ -	\$ 65,000.00	\$ 92,000.00	\$ -	\$ 92,000.00	
Geotech	\$ -			\$ -	\$ 17,903.00	\$ 17,903.00		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 17,903.00	\$ -	\$ -
Bidding	\$ 30,259.50	\$ 30,259.50		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 30,259.50	\$ 30,259.50	\$ -
Bidding Phase 3									\$ 20,000.00			\$ 20,000.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction - Phase 1	\$ 834,176.39	\$ 834,176.39		\$ (0.00)	\$ -			\$ -	\$ 491,044.00			\$ 491,044.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,325,220.39	\$ 834,176.39	\$ 491,044.00
Construction - Phase 2	\$ 26,303.81	\$ 26,303.81		\$ -	\$ -			\$ -	\$ 6,095,000.00		\$ 375,140.88	\$ 5,719,859.12	\$ -			\$ -	\$ -		\$ -	\$ -	\$ -	\$ 6,121,303.81	\$ 401,444.69	\$ 5,719,859.12
Construction - Phase 3	\$ -			\$ -	\$ -			\$ -	\$ 714,000.00			\$ 714,000.00	\$ 1,286,000.00			\$ 1,286,000.00	\$ 592,000.00		\$ 592,000.00	\$ -	\$ 2,592,000.00	\$ -	\$ 2,592,000.00	
Contingency - Phase 1	\$ -			\$ -	\$ -			\$ -	\$ 20,000.00			\$ 20,000.00	\$ -			\$ -	\$ -		\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	
Contingency - Phase 2	\$ -			\$ -	\$ -			\$ -	\$ 193,774.80			\$ 193,774.80	\$ -			\$ -	\$ -		\$ -	\$ -	\$ 193,774.80	\$ -	\$ 193,774.80	
Contingency - Phase 3	\$ -			\$ -	\$ -			\$ -	\$ 85,000.00			\$ 85,000.00	\$ 445,000.00			\$ 445,000.00	\$ 73,000.00		\$ 73,000.00	\$ -	\$ 603,000.00	\$ -	\$ 603,000.00	
<b>Total Activity Costs</b>	<b>\$ 1,071,517.00</b>	<b>\$ 1,071,517.00</b>	<b>\$ -</b>	<b>\$ (0.00)</b>	<b>\$ 279,021.00</b>	<b>\$ 279,021.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,208,962.00</b>	<b>\$ -</b>	<b>\$ 409,692.17</b>	<b>\$ 7,799,269.83</b>	<b>\$ 1,731,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,731,000.00</b>	<b>\$ 730,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 730,000.00</b>	<b>\$ 12,020,500.00</b>	<b>\$ 1,760,230.17</b>	<b>\$ 10,260,269.83</b>	
<b>TOTAL PROJECT COSTS</b>	<b>\$ 1,081,517.00</b>	<b>\$ 1,081,517.00</b>	<b>\$ -</b>	<b>\$ (0.00)</b>	<b>\$ 287,771.00</b>	<b>\$ 287,771.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,825,000.00</b>	<b>\$ -</b>	<b>\$ 413,842.17</b>	<b>\$ 8,411,157.83</b>	<b>\$ 1,731,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,731,000.00</b>	<b>\$ 750,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 750,000.00</b>	<b>\$ 12,675,288.00</b>	<b>\$ 1,783,130.17</b>	<b>\$ 10,892,157.83</b>	
				100%	\$ 1,081,517.00			100%	\$ 287,771.00		5%	\$ 413,842.17			0%	\$ -			0%	\$ -			14%	
<b>ARPA Notes:</b>																								
Draw #1 - moved \$10,000 from construction to Grant Management				\$ 10,000.00																				
Draw #1 - moved \$51,132 from construction to design engineering				\$ 70,920.50																				
Draw #1 - moved \$50,000 from construction to construction engineering				\$ 109,856.80																				
Draw #1 - moved 20,000 from construction to bidding				\$ 30,259.50																				
Draw #2 - moved \$8,750 from construction to design engineering																								
Draw #2 - moved \$45,000 from construction to construction engineering																								
Draw #5 - moved \$2,788.50 from construction to design engineering																								
Draw #5 - moved \$13,162.30 from construction to construction engineering																								
Draw #5 - moved \$10,259.50 from construction to bidding																								
Draw #5 - realized the total budget amount in ARPA was not totaling the contract amount. Added \$63,789.70 into construction to balance																								
Draw #6 - moved \$8,250 from construction to design engineering																								
Draw #6 - moved \$1,694.50 from construction to construction engineering																								
Draw #7- moved \$26,303.81 from construction Phase 1 to Construction Phase 2																								
<b>ARPA Notes:</b>																								

Item b.





There are multiple tabs in this workbook.

**Budget Tab**

Fill in:

**SUBRECIPIENT:**

**PROJECT TITLE:**

**FUNDING SOURCE 1...**

**Budget Table**

(Name of the local gover

(Name of the project - sh

Enter the name of grant c

Enter the dollar amounts

The summary of matching

**Budget Tracking Tab**

**UNIFORM STATUS OF FUNDS SPREADSHEET FOR:**

**DATE:**

**FUNDING SOURCE 1**

**Budget**

**Previously Expended**

**Amount of Draw**

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Update the date each tim

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Dollar amounts will autorr

Update each time a requ

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**Invoice Tracking**

**UNIFORM INVOICE TRACKING SPREADSHEET FOR:**

**DATE:**

**Vendor's Name**

**Task Description**

**Invoice or Pay Estimate Number**

**Invoice Date or Time Period Covered**

**Total Amount of Invoice**

**Warrant Number**

**Date Paid**

**FUNDING SOURCE 1**

**#**

Automatically populates fi

Update the date each tim

Enter the name of the ver

Enter the Task that match

Enter the vendor's invoice

Enter the invoice date or t

Enter the total amount of

Enter the warrant number

Enter the date the vendor

Automatically populates fi

The claim number or draw

**DNRC Vendor Invoice**

**VENDOR'S NAME AND ADDRESS**

**Grant Agreement #**

**DNRC Grant Manager**

**Project Name**

**Claim Number**

**Vendor**

**Invoice Number**

**Dates of Service**

**Task Description**

**Total Invoice**

**DNRC or RRGL Total**

**Vendor Name (Authorized Person)**

**Date Processed**

**Vendor's Signature**

**Title**

This tab may be duplicate

Automatically populates fi

Enter address

Enter the Grant Agreeeme

Enter the DNRC Grant or

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Enter a new number for e

Enter the Vendor Name fi

Enter the Vendor Invoice

Enter the Dates of Servic

Enter the Task Descriptio

Total all of the vendor inv

Total amount of invoice re

Name of the person auth

Date the invoice is submit

Signature

Title of authorized signer

ment receiving the grant)  
ould match DNRC's Award Project Title)  
r loan i.e. RRGL, MCEP, ARPA, Local Funds, RD Grant, RD Loan, SRF Loan, etc.  
that correspond to each task to the appropriate Funding Source.  
g funds will automatically populate based on the entries above.

rom the Budget Tab (Subrecipient)  
e a request for reimbursement is submitted.  
rom the Budget Tab  
atically update from Budget Tab  
est for reimbursement is submitted.  
est for reimbursement is submitted. Must match the Vendor Invoice and the Invoice Tracking Tab

rom the Budget Tab (Subrecipient)  
e a request for reimbursement is submitted.  
ndor that provided the service, i.e. engineering firm, construction company, etc.  
res the budget tasks (Admin, Engineering, Construction, etc.)  
e or pay estimate number.  
time period covered by the invoice  
the vendor's invoice  
r of the subrecipient organization that paid the vendor invoice.  
was paid.  
rom the Budget Tab  
v number submitted to each funding source

ed for as many reimbursement requests are submitted. Right click on tab, "Move or Copy" Create a Copy and rena  
rom the Budget Tab (Subrecipient)

nt or Loan Agreement Number  
Loan Manager Name  
rom the Budget Tab (Project Title)  
ach claim submitted to DNRC for reimbursement, 1, 2, 3 etc.  
rom the Invoice Tracker  
Number from the Invoice Tracker  
e from the Invoice Tracker  
in from the Invoice Tracker  
oices submitted for reimbursement  
equested for reimbursement (used for split invoice costs)  
orized to sign for reimbursements  
tted to DNRC

ime.

## January 2026 SVFD Fire Run Report

2026-001	#1	Gas Leak	1/1/2026	Fire	City	1	hrs
2026-002	#2	Water Alarm	1/3/2026	Fire	City	1	hrs
2026-003	#3	EMS Lift Assist	1/3/2026	medical	City	1	hrs
2026-004	#4	Gas Leak	1/6/2026	Fire	City	1	hrs
2026-005	#5	Electrical Smell	1/15/2026	Fire	County	1	hrs
2506-006	#6	Report of Smoke	1/25/2026	Fire	County	1	hrs
2026-007	#7	EMS Lift Assist	1/29/2026	medical	City	1	hrs
2026-008	#8	Report of Smoke	1/29/2026	Fire	City	1	hrs
2026-009	#9	Gas Smell	1/31/2026	Fire	City	1	hrs

## February 2026 SVFD Fire Run Report

2026-010	#1	EMS Lift Assist	2/3/2026	medical	City	1	hrs
2026-011	#2	Gas Leak	2/6/2026	Fire	City	1	hrs
2026-012	#3	Controlled Burn	2/11/2026	Fire	County	2	hrs
2026-013	#4	Controlled Burn	2/13/2026	Fire	County	3	hrs
2026-014	#5	Fire Alarm	2/14/2026	Fire	County	1	hrs
2026-015	#6	False Alarm	2/16/2026	Fire	City	1	hrs
2026-016	#7	Power Line	2/17/2026	Fire	City	1	hrs
2026-017	#8	Dog House Fire	2/18/2026	Fire	City	1	hrs
2026-018	#9	Propane venting	2/18/2026	Fire	City	1	hrs
2026-019	#10	Fuel Spill	2/22/2026	Fire	City	1	hrs
2026-020	#11	Electrical Issue	2/24/2026	Fire	County	1	hrs
2026-021	#12	Hay Bale	2/26/2026	Fire	County	5	hrs

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period ( 2/26) ****								
44866	E	1499 NEXUS CPA GROUP	27,235.00					
		511 02/23/26 FINANCIAL STATEMENT AUDIT	15,957.00			5310 430600	300	101000
		511 02/23/26 YEAR END CLOSING	11,278.00			5210 430500	300	101000
44881		39 NORTHWEST PIPE FITTINGS, INC.	743.27					
		6533860 02/02/26 PLUMBING SUPPLY	118.53			1000 411200	920	101000
27091		6536974 02/05/26 TOILET	412.78			1000 411200	920	101000
27098		6535407 02/11/26 WATER HEATER VENT	217.41			1000 411200	920	101000
27095		6541908 02/12/26 FITTINGS-SHOP GAS LINE	45.10*			2565 430200	200	101000
26954		CM6535407 02/17/26 VENT EXTENSION RETURN	-50.55			1000 411200	920	101000
44882		661 PRAIRIE ELECTRIC	5,800.00					
		21224 02/23/26 BASE BOARD HEAT, ELECTRIC-SHOP	5,800.00			1000 411200	920	101000
44883		102 NEWMAN SIGNS, INC.	307.38					
		INV065956 02/25/26 BLANKS & LETTERS	267.38*			2565 430200	200	101000
26254		INV065956 02/25/26 FREIGHT	40.00			2565 430200	300	101000
26254								
44884		1148 CUES	455.91					
		970063945 02/27/26 SPLICE KIT-SEWER CAMERA	434.96*			5310 430600	200	101000
26753		970063945 02/27/26 FREIGHT	20.95			5310 430600	300	101000
26753								
44885		277 THE ROUNDUP	70.00					
		273597 02/04/26 REQUEST FOR QUALIFICATIONS	22.00			1000 410240	300	101000
		273808 02/18/26 NOTICE OF PUBLIC HEARING-LGR	26.00			2350 410130	300	101000
		273858 02/25/26 NOTICE OF PUBLIC HEARING-LGR	22.00			2350 410130	300	101000
44886	E	492 USDA RURAL DEVELOPMENT	3,767.00					
		03/18/26 PRINCIPAL MARCH 2026	2,048.45			5210 490520	610	101000
		03/18/26 INTEREST MARCH 2026	1,718.55			5210 490520	620	101000

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44887		77 RICHLAND COUNTY TREASURER	1,657.00					
	03/01/26	CRIMINAL CONVICTION	490.00		NA	7467 212300		101000
	03/01/26	TECHNOLOGY SURCHARGE	285.00		NA	7458 212200		101000
	03/01/26	VICTIM WITNESS SURCHARGE	882.00		NA	2917 212500		101000
44888	E	1213 SIDNEY WATER DEPARTMENT	1,338.24					
	03/10/26	WATER BILL- FEBRUARY 2026	582.72			1000 420400	340	101000
	03/10/26	SEWER BILL- FEBRUARY 2026	755.52			1000 420400	340	101000
44889		1408 PEAKS PLANNING & CONSULTING	330.00					
	2282026-2	02/28/26 FEBRUARY 2026 CONSULTING	330.00			1000 411030	300	101000
44890		1483 JB INDUSTRIAL INC.	6,570.00					
	12154	02/24/26 ROAD SAVER-221 CRACK TAR	6,570.00			2820 430200	200	101000
26751								
44891		350 ENERGY LABORATORIES INC	807.00					
	765424	02/02/26 SEWER SAMPLE	10.00			5310 430600	300	101000
	767226	02/12/26 WATER SAMPLE	114.00			5210 430500	300	101000
	768232	02/18/26 SEWER SAMPLE	112.00			5310 430600	300	101000
	768209	02/18/26 SEWER SAMPLE	345.00			5310 430600	300	101000
	768428	02/19/26 WATER SAMPLE	114.00			5210 430500	300	101000
	769106	02/23/26 SEWER SAMPLE	112.00			5310 430600	300	101000
44892		1114 PINE COVE	1,350.00					
	26505C	03/01/26 MARCH MANAGED SERVICES	1,050.00			5410 430830	300	101000
	26506C	03/01/26 MARCH RESTORE AGREEMENT	300.00			5210 430500	300	101000
44893		249 MID-RIVERS COMMUNICATIONS	453.60					
	03/01/26	WATER-PHONE/INTERNET	75.60			5210 430500	300	101000
	03/01/26	SEWER- PHONE/INTERNET	75.60			5310 430600	300	101000
	03/01/26	CITY SHOP- PHONE/INTERNET	75.60			5410 430830	300	101000
	03/01/26	FIREHALL- PHONE/INTERNET	75.60			1000 420400	340	101000
	03/01/26	CITY HALL- PHONE/INTERNET	75.60			1000 411200	300	101000
	03/01/26	SWIMMING POOL- PHONE/INTERNET	75.60			1000 460445	300	101000
44894		35 LEE'S TIRE CENTER, INC,	221.04					
	167151	02/24/26 TIRE FOR #321	221.04*			5310 430600	200	101000
26302								

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44895		172 AMERICAN LEGAL	1,889.00					
	49495	02/28/26 SUPPLEMENT PAGES 599-603	1,889.00			1000 420531	310	101000
44896		207 HAWKINS INC	225.91					
	7345611	02/24/26 AZONE	215.91			5210 430500	200	101000
26964		7335050 02/15/26 1 TON CHLORINE CYLINDER	10.00			5210 430500	200	101000
44897		276 ELECTRIC LAND	12,863.43					
	10344764	02/25/26 COMPUTER MONITORS-SHOP	133.33*			5410 430830	200	101000
26252		10344764 02/25/26 COMPUTER MONITORS-SHOP	133.33			5710 430252	200	101000
26252		10344764 02/25/26 COMPUTER MONITORS-SHOP	133.32*			2565 430200	200	101000
26252		10344766 02/25/26 CABLES-SHOP	49.98*			2565 430200	200	101000
26253		10344782 02/27/26 CAMERAS-WATER TREATMENT	913.47			5210 430500	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86*			5310 430600	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86			5210 430500	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86*			5410 430830	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86			5710 430252	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86*			2565 430200	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.86*			2566 430251	200	101000
	10344785	02/27/26 CAMERAS-SHOP	1,642.84			1000 460430	200	101000
44898		402 UTILITIES UNDERGROUND LOCATION	23.14					
	6025110	02/28/26 40 EXCAVATION NOTIF-FEB 26	11.57			5210 430500	300	101000
	6025110	02/28/26 40 EXCAVATION NOTIF-FEB 26	11.57			5310 430600	300	101000
44899		244 BADGER METER INC.	4.36					
	80229161	02/26/26 METER HOSTING- FEB 26	129.57			5210 430500	300	101000
	80229161	02/26/26 METER HOSTING- FEB 26	129.57			5310 430600	300	101000
	90065995	07/04/25 CREDIT FROM JUNE 2025	-127.39			5210 430500	300	101000
	90065995	07/04/25 CREDIT FROM JUNE 2025	-127.39			5310 430600	300	101000
44900	E	1038 WEX BANK	5,716.89					
	110937332	02/28/26 STREETS FUEL	546.06			2565 430200	230	101000
	110937332	02/28/26 WATER FUEL	421.23			5210 430500	230	101000
	110937332	02/28/26 SEWER FUEL	1,008.35			5310 430600	230	101000
	110937332	02/28/26 SOLID WASTE FUEL	2,967.64			5410 430830	230	101000
	110937332	02/28/26 PARKS FUEL	334.34			1000 460430	230	101000
	110937332	02/28/26 SWEEPING FUEL	54.68			5710 430252	230	101000
	110937332	02/28/26 ICE & SNOW FUEL	384.59			2566 430251	230	101000

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44901		1083 CRESCENT ELECTRIC SUPPLY	2,986.45					
	S513858963	02/05/26 FUSES	57.18			5210 430500	200	101000
27100								
	S513897680	02/13/26 LIGHTS & FANS	2,436.08			1000 411200	920	101000
26957								
	S513897680	02/17/26 FANS & LIGHTS	389.12			1000 411200	920	101000
26957								
	S513903031	02/17/26 CORDS & CONNECTORS	104.07			1000 411200	920	101000
26959								
44902		359 I-STATE TRUCK CENTER	492.08					
	C251406905	02/06/26 MULTI FUNC BLINKER	207.38*			5410 430830	200	101000
27388								
	C251406905	02/06/26 FREIGHT	41.15			5410 430830	300	101000
27388								
	C251407093	02/11/26 MULTI FUNC SWITCH	207.38*			2565 430200	200	101000
27396								
	C251407093	02/11/26 FREIGHT	36.17			2565 430200	300	101000
27396								
44903		27 JOHNSON HARDWARE	268.36					
	14726	02/02/26 PAINT ROLLER & TRAY	17.67			1000 411200	920	101000
27092								
	14762	02/04/26 ROPE & CLASP FOR FLAGPOLE	19.98			1000 460430	200	101000
27304								
	14789	02/05/26 PLUMBING FITTINGS & ELECTRIC	57.12			1000 411200	920	101000
27099								
	14834	02/09/26 SINK TAILPIECE	4.49			1000 411200	920	101000
26951								
	14878	02/11/26 PINS FOR GARBAGE	21.45*			5410 430830	200	101000
26251								
	14894	02/12/26 PIPE FITTING & OUTLET	11.06			1000 411200	920	101000
26953								
	14917	02/13/26 LATCHING STORAGE BOX	66.98*			2565 430200	200	101000
26955								
	14980	02/17/26 EYE HOOKS & BOLTS	22.24			1000 411200	920	101000
26958								
	14988	02/17/26 PLUG INS	23.94*			2565 430200	200	101000
26960								
	15079	02/23/26 ELECTRIC FITTING	23.43*			2565 430200	200	101000
26962								

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44904		36 NAPA	889.58					
	905731	02/04/26 WOOD SPADE BIT	8.99			5210 430500	200	101000
22698								
	905902	02/06/26 BEARING, SEAL, FILTERS	261.29*			2565 430200	200	101000
27386								
	905910	02/06/26 BATTERY CABLE, PELLETS	42.45*			2565 430200	200	101000
27387								
	905926	02/06/26 SOLDER PELLETS	6.20*			2565 430200	200	101000
27389								
	906047	02/09/26 AIR CLEANER GASKET	4.79*			2565 430200	200	101000
27390								
	906147	02/10/26 BATTERY CABLE, PELLETS	79.73*			2565 430200	200	101000
27394								
	906178	02/10/26 TIRE CHALK, BOLTS	18.89*			2565 430200	200	101000
27393								
	906268	02/11/26 THEROSTAT & GASKET	10.95*			2565 430200	200	101000
26099								
	906395	02/12/26 AIRFILTER	11.05*			2565 430200	200	101000
27398								
	906895	02/18/26 MACHINE SCREWS & NUTS	2.64*			5410 430830	200	101000
27400								
	906947	02/19/26 SHOP STOCK OF FILTERS	117.25*			5310 430600	200	101000
26301								
	906947	02/19/26 SHOP STOCK OF FILTERS	117.25			5210 430500	200	101000
26301								
	906947	02/19/26 SHOP STOCK OF FILTERS	117.25*			2565 430200	200	101000
26301								
	907355	02/25/26 GLOVES	40.86*			5310 430600	200	101000
26715								
	907583	02/27/26 PRESSURE VALVE	49.99*			2565 430200	200	101000
26305								
44905		56 BUILDERS FIRSTSOURCE	3,265.13					
	100981486	02/02/26 LUMBER-PARTS ROOM	66.08			1000 411200	920	101000
27154								
	100982471	02/02/26 LUMBER & SCREWS-PARTS ROOM	252.40			1000 411200	920	101000
27155								
	100984596	02/02/26 LUMBER-PARTS ROOM	64.86			1000 411200	920	101000
27093								
	93040319	02/03/26 WRONG CORNERS	-21.16			1000 411200	920	101000
	93040356	02/03/26 RETURN	-36.23			1000 411200	920	101000
	100987410	02/03/26 GLASS BOARD-BATHROOM	299.49			1000 411200	920	101000
27383								
	100988344	02/03/26 FRP INSIDE CORNER-BATHROOM	15.87			1000 411200	920	101000
27384								

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27303	100988447	02/03/26 LUMBER	163.75			1000 460430	200	101000
27094	100989001	02/03/26 VENT BOOT-SHOP	31.05			1000 411200	920	101000
27096	86089953	02/02/26 PVC BOARD, PROPANEL, SCREWS	1,101.97			1000 411200	920	101000
27097	100991446	02/04/26 SCREWS	23.49			1000 411200	920	101000
27305	100998356	02/05/26 HINGES, PULLS, HASPS	97.92			1000 460430	200	101000
26952	86228875	02/10/26 PVC TRIM BOARD	67.49			1000 411200	920	101000
27158	86187031	02/06/26 BATHROOM DOOR	244.24			1000 411200	920	101000
27309	101026009	02/13/26 DOG EAR PANELS	80.40			1000 460430	200	101000
27162	86382511	02/18/26 SHEETING- SHOP	844.47			1000 411200	920	101000
27166	100002288	02/20/26 RETURNS	-160.20			1000 411200	920	101000
27166	101072996	02/26/26 FLOORING-PARTS ROOM	115.06*			2565 430200	200	101000
26965	101078800	02/27/26 LUMBER	14.18			1000 411200	920	101000
44906	1511 STOCKMAN BANK		97.94					
27161	02/12/26	MEISSEL-FASTENAL HAIR PIN	83.44*			2565 430200	200	101000
27161	02/12/26	MEISSEL-FASTENAL FREIGHT	14.50			2565 430200	300	101000
44907	1511 STOCKMAN BANK		764.34					
22700	02/24/26	HINTZ-MENARDS RETURN	-485.51			1000 411200	920	101000
	02/02/26	HINTZ-SALOON 27	48.72			5310 430600	300	101000
	02/19/26	HINTZ-DEPOT	82.36			5310 430600	300	101000
	02/05/26	HINTZ-MAGIP ANNUAL MEMBERSHIP	50.00			5210 430500	300	101000
	02/10/26	HINTZ-MENARDS SHELVING	1,068.77			1000 411200	920	101000
44908	1511 STOCKMAN BANK		42.70					
	02/01/26	JURGENS-RURAL WATER REFUND	-186.96			5310 430600	300	101000
	02/02/26	JURGENS-USPS SAMPLES	35.10			5310 430600	300	101000
	02/09/26	JURGENS-USPS SAMPLES	19.90			5310 430600	300	101000
	02/09/26	JURGENS-EXXON ICE FOR SAMPLES	11.96*			5310 430600	200	101000
	02/17/26	JURGENS-USPS SAMPLES	20.45			5310 430600	300	101000
	02/18/26	JURGENS-SLEEP INN MC	121.80*			5310 430600	200	101000

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	02/24/26	JURGENS-USPS SAMPLES	20.45			5310 430600	300	101000
44909		1511 STOCKMAN BANK	19.99					
	02/22/26	NORB-ADOBE	19.99			5410 430830	300	101000
44910		1511 STOCKMAN BANK	527.70					
	02/12/26	CHAMBERLIN-CANVA	15.00			5410 430830	300	101000
	02/12/26	CHAMBERLIN-ZOOM	40.00			5410 430830	300	101000
	02/14/26	CHAMBERLIN-QUICKBOOKS	38.00			5410 430830	300	101000
	02/18/26	CHAMBERLIN-MICROSOFT	154.47			5410 430830	300	101000
	02/18/26	CHMBERLIN-MOCROSOFT	280.23			5710 430252	300	101000
44911	E	509 ELAN FINANCIAL SERVICES	163.66					
	01/21/26	CHANMBERLIN-MICROSOFT	163.66			2565 430200	300	101000
44912		1350 MONTANA DEPARTMENT OF	2,500.00					
	03/01/26	25-26 AFR FILING FEE	250.00		NA	5210 430500	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	5310 430600	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	5410 430830	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	5710 430252	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	2565 430200	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	2566 430251	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	1000 411200	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	1000 420100	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	1000 460430	300	101000
	03/01/26	25-26 AFR FILING FEE	250.00		NA	1000 460445	300	101000
44913		1511 STOCKMAN BANK	77.84					
	02/09/26	HARRIS-ELITE GATES GARAGE	77.84*			2565 430200	200	101000
27392								
44914		1511 STOCKMAN BANK	39.99					
	03/01/26	DISPUTED CHARGES	39.99			1000 420400	300	101000
44915		1511 STOCKMAN BANK	312.50					
	02/18/26	MOORE-SLEEP INN	121.80			5310 430600	300	101000
	02/18/26	MOORE- BLACK IRON INN	57.23			5310 430600	300	101000
	02/18/26	MOORE- MEXICO LINDO	35.64			5310 430600	300	101000
	02/19/26	MOORE-GALLAGHERS GAME TIME	41.40			5310 430600	300	101000
	02/19/26	MOORE- CENEX	56.43			5310 430600	230	101000

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44916		44 REYNOLDS WAREHOUSE GROCERY	149.52					
	02-170568	02/06/26 CITY HALL BREAK ROOM SUPPLI	159.94			1000 411200	200	101000
	01/26/26	CITY HALL OVERPAYMENT	-10.42			1000 411200	200	101000
44917		125 MONTANA RURAL WATER SYSTEMS	400.00					
	INV1191	03/04/26 2026 MEMBERSHIP RENEWAL	400.00			5210 430500	300	101000
44918		1174 VALLI	126.40					
	104955	02/25/26 WEB POSTING & MONTHLY MAINT	63.20			5210 430500	300	101000
	104955	02/25/26 WEB POSTING & MONTHLY MAINT	63.20			5310 430600	300	101000
44919		1229 KALIL LAW FIRM	12,400.00					
	5373	03/04/26 FEBRUARY 2026 PROSECUTION	10,000.00			1000 410360	300	101000
	5372	03/04/26 FEBRUARY 2026 CIVIL ATTORNEY	1,860.80*			1000 411100	300	101000
	5372	03/04/26 FEBRUARY 2026 CIVIL ATTORNEY	539.20			2565 430200	300	101000
44920		12 CROSS PETROLEUM	20.73					
	22341	02/28/26 FUEL-CITY UNITS	10.37			1000 420400	230	101000
	22341	02/28/26 FUEL-CITY UNITS	10.36			1000 420531	230	101000
44921		1085 VESTIS	536.73					
	2550585694	02/03/26 RUG RENTAL	178.63			5210 430500	300	101000
	2550588440	02/10/26 COAT & RUG RENTAL	163.57			5210 430500	300	101000
	2550594031	02/24/26 COAT & RUG RENTAL	46.20			5210 430500	300	101000
	2550594031	02/24/26 COAT & RUG RENTAL	148.33			5310 430600	300	101000
44922		2 LOWER YELLOWSTONE R.E.A.	6,305.66					
	03/02/26	WATER TANK	129.27		NA	5210 430500	300	101000
	03/02/26	3-PHASE	688.69		NA	5310 430600	300	101000
	03/02/26	SIDNEY LAGOON	3,904.40		NA	5310 430600	300	101000
	03/02/26	LAGOON	1,583.30		NA	5310 430600	300	101000
44923		1159 TBID	40.11					
	W9456	03/10/26 LONE TREE W9456 Q4 25 INTEREST	6.00			2101 460440	700	101000
	W9454	03/10/26 BEST WESTERN W9454 Q4 25 INTER	21.13			2101 460440	700	101000
	W9455	02/24/26 RICHLAND INN W9455 Q4 25 INTER	12.98			2101 460440	700	101000
44924		1172 2S PARTNERS	20.00					
	02/07/26	WORKS WASH	20.00			5310 430600	300	101000

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44925		843 HANSON INDEPENDENT	1,170.00					
	2606	02/16/26 OLD LAGOON DRIT RAMP	1,170.00			5310 430600	300	101000
44926		470 AGRI INDUSTRIES INC.	72,024.85					
	WO-015765	12/31/25 WELL WORK	19,839.90			5210 430500	931	101000
	WO-015766	03/11/26 WELL 9 WORK	52,184.95			5210 430500	931	101000
44927		1148 CUES	1,470.08					
	970064475	03/11/26 PUSH CAMERA REPAIR	1,470.08*			5310 430600	200	101000
26718								
44928		1511 STOCKMAN BANK	29.70					
	02/09/26	TIESEN-USPS SAMPLES	14.85			5210 430500	300	101000
	02/17/26	TIESEN-USPS SAMPLES	14.85			5210 430500	300	101000
44929		753 DEPARTMENT OF ENVIRONMENTAL	1,991.00					
	5L3601374	03/03/26 ANNUAL OUTFALL CHARGE	995.50			5210 430500	300	101000
	5L2601374	03/03/26 ANNUAL OUTFALL CHARGE	995.50			5310 430600	300	101000
44930		3 MONTANA DAKOTA UTILITIES	16,009.02					
	03/06/26	FIREHALL- 115 2ND ST SE	975.04			1000 411200	340	101000
	03/06/26	1105 3RD ST NW- GENERATOR	86.26			1000 420400	300	101000
	03/06/26	1105 3RD ST NW- FIREHALL	2,183.74			1000 420400	300	101000
	03/06/26	WELL #10	134.17			5210 430500	300	101000
	03/05/26	2ND AVE & 3RD ST	21.61			2425 430263	300	101000
	03/06/26	SWIMMING POOL	430.56			1000 460445	300	101000
	03/06/26	BASEBALL FIELD	822.40			2425 430263	300	101000
	03/05/26	VILLAGE SQUARE LIGHT	17.51			2425 430263	300	101000
	03/05/26	STREET LIGHTS	8,612.79			2425 430263	300	101000
	03/06/26	PARK PAVILLION	80.56			1000 460430	300	101000
	03/06/26	WATER TREATMENT PLANT	2,292.54			5210 430500	300	101000
	03/06/26	CENTRAL PARK LIGHTS	60.53			2425 430263	300	101000
	03/06/26	NEW TENNIS COURTS	21.24			2425 430263	300	101000
	03/06/26	CC PARK LOT	17.51			2425 430263	300	101000
	03/06/26	202 S CENTRAL AVE	21.24			2425 430263	300	101000
	03/02/26	QUILLINGS PARK	195.41			1000 460430	300	101000
	02/27/26	WATER TOWER	35.91			5210 430500	300	101000
44931		1345 ULINE	4,156.22					
	203990583	02/10/26 PALLET RACK-REMODEL	3,370.00			1000 411200	920	101000
	203990583	02/10/26 FREIGHT	786.22			1000 411200	920	101000

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44932		854 TMG SERVICES, INC.	382.40					
	0054624-IN	01/08/26 UVT LAMP & EXT HOSE	354.40*			5310 430600	200	101000
26709								
	0054624-IN	01/08/26 FREIGHT	28.00			5310 430600	300	101000
26709								
44933		1102 JACKSON GROUP	130.48					
	130537BL	02/02/26 BATTERY DISCONNECT	130.48*			2565 430200	200	101000
27381								
44934		94 CARQUEST AUTO PARTS STORES	254.03					
	2310611745	01/15/26 SERP BELT	21.61*			2566 430251	200	101000
27359								
	2310611733	01/15/26 BELT FOR 95 TOPKICK	9.54*			2566 430251	200	101000
27358								
	2310611868	01/20/26 ALTERNATOR FOR 95 GMC TOPK	222.88*			2566 430251	200	101000
27363								
44935		1150 CINTAS	377.61					
	5319008503	02/17/26 RESTOCK CABINET- SHOP	377.61*			5410 430830	200	101000
27399								
44936	E	1262 VISA	2,919.11					
	03/13/26	SUPPLIES	601.22			1000 420100	200	101000
	03/13/26	PURCHASE SERVICES	1,637.47			1000 420100	300	101000
	03/13/26	K9-SUPPLIES	95.98			1000 420150	200	101000
	03/13/26	K9-PURCH SERVICES	60.00*			1000 420150	300	101000
	03/13/26	TRAINING-PURCH SERVICES	219.29			2810 420100	300	101000
	03/13/26	CAPITAL OUTLAY	305.15*			1000 420100	940	101000
44937		1403 SHRED ND	96.75					
	19801	03/03/26 SECURE SHREDDING SERVICE	96.75			1000 420100	300	101000
44938		83 ACTION AUTO INC.	197.59					
	77885	02/26/26 OIL CHANGE	79.95			1000 420100	210	101000
	77863	02/24/26 OIL CHANGE, AIR FILTERS	117.64			1000 420100	210	101000
44939		445 EAGLE COUNTRY FORD	88.51					
	76081	03/10/26 OIL CHANGE	88.51			1000 420100	210	101000

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44940		87 GEM CITY MOTORS	490.75					
	CTCS238259	02/09/26 OIL CHANGE	84.95*			1000 420100	940	101000
	CTCS238608	03/06/26 VEHICLE SERVICE	405.80*			1000 420100	940	101000
44941		911 CMI, INC	221.75					
	8079552	03/09/26 TEST GAS CYLINDER	221.75			1000 420100	200	101000
44942		531 GLOBAL SAFETY NETWORK, INC.	88.66					
	1035083	02/28/26 DRUG TESTING FEE	88.66			1000 420100	300	101000
44943		77 RICHLAND COUNTY TREASURER	532.00					
		03/04/26 SPD PRISONER BOARD- FEB 26	532.00			1000 420200	300	101000
44944		950 PJ'S AUTO GLASS & RADIATOR	600.00					
	25713	02/28/26 WINDOW TINT 9999	600.00*			1000 420100	940	101000
44945		1388 LEXISNEXIS RISK SOLUTIONS FL	3,861.52					
	1300236063	01/31/26 CELL PHONE INVEST SOFTWARE	3,861.52*			4025 420100	300	101000
44946		628 HIGH PLAINS VET CLINIC, INC.	300.00					
		03/06/26 VET SERVICES-K9 RINGO	300.00*			1000 420150	300	101000
44947		1034 PRO FORCE LAW ENFORCEMENT	7,663.18					
	596480	03/05/26 RIFLE OPTICS	7,663.18			1000 420100	100	101000
44948	E	399 VERIZON WIRELESS	782.70					
	6137823537	03/06/26 SPD CELLULAR SERV-FEB 26	782.70			1000 420100	340	101000
44949	E	1122 STOCKMAN BANK - BANK FEES	1,607.24					
		02/28/26 FEBRUARY BANK FEES	723.26			5210 430500	300	101000
		02/28/26 FEBRUARY BANK FEES	723.26			5310 430600	300	101000
		02/28/26 FEBRUARY BANK FEES	65.65			5410 430830	300	101000
		02/28/26 FEBRUARY BANK FEES	95.07			5710 430252	300	101000
<b># of Claims</b>			<b>70</b>	<b>Total:</b>		<b>221,720.73</b>		
<b>Total Electronic Claims</b>			<b>43,529.84</b>	<b>Total Non-Electronic Claims</b>		<b>178190.89</b>		

**City Council Meeting 3-16-26**

RC2026-3      ON HOLD  
RC2026-10     ON HOLD  
RC2026-12     ON HOLD  
RC2026-14     ON HOLD

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2026-2        ON HOLD  
2026-4        ON HOLD  
2026-5        ON HOLD  
2026-7        ON HOLD

2026-32	Molloy	fence
2026-33	Hogan	demo carport
2026-37	Dynamic Development	shed