



City of Sidney, MT  
City Council Regular Meeting 4-17-23  
April 17, 2023 6:30 PM  
115 2nd Street SE | Sidney, MT 59270

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

Meeting ID: 845 0963 5323 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. Addition to Agenda: Advertise for 200-gallon Water Tank Project
  - [b. April 3rd, 2023 City Council Regular Meeting Minutes](#)
5. Visitors
  - a. Tammy Kyhl-Barking dog ordinance
  - b. Richland Economic Development-Report
6. Public Hearing
7. Mayor Norby
  - a. Election for City Council-Filling Opens April 20th to June 19th
  - [b. Chamber After Hours at City Hall-Thursday 4-20-23 from 4pm-6pm](#)
8. Committee Meeting Work
9. Alderman Requests and Committee Reports

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

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

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

**Budget and Finance** – Chairman Christensen – Rasmussen, Godfrey

10. Unfinished Business

11. New Business

[a.](#) Boys and Girls Club-Svarre Pool Use Agreement

b. Donated Score Board-Lyndale Park

12. City Planner

a. Public Hearing-May 1st for Gem City Motors Lot Aggregation

13. City Attorney

[a.](#) Resolution 3909-Sidney Phase III Water Project Bond Resolution

[b.](#) Ordinance 598-Adopting 2021 Fire Codes

14. Chief of Police

[a.](#) Easter Montana Drug Task Force MOU-Final

[b.](#) March 2023 PD Report

15. Public Works Director

[a.](#) March 2023 Public Works Report

b. Advertise for 200-gallon Water Tank Project

16. Fire Marshal/Building Inspector

[a.](#) March 2023 Fire Run Report

17. City Clerk/Treasurer

[a.](#) March 2023 Treasurer's Report

[b.](#) March 2023 JV Report

[c.](#) Fiscal Year 2023 MMIA Liability, Property and Workers' Compensation Rates

18. Consent Agenda

[a.](#) Claims to be approved: \$65,885.26

[b.](#) Building Permits to be approved: 2023-46, RC2023-22, RC2023-23 and RC2023-27

19. Adjournment



City of Sidney, MT  
 City Council Regular Meeting 4-3-23  
 April 03, 2023 6:30 PM  
 115 2nd Street SE | Sidney, MT 59270

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Meeting ID: 813 4331 4039 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, Rasmussen, Koffler, Stevenson, Godfrey and Christensen

4. Correction or Approval of Minutes

a. March 20th, 2023 Regular Meeting Minutes

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderman Stevenson.

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

5. Visitors

a. Chamber-Sunrise Festival in Veteran's Park 2023

Chamber Executive Director Godfrey stated they are wanting to have a Sunset Festival in place of the Sunrise Festival this year in Veteran's Park. She stated this would be July 22nd, 2023 from 4pm to midnight with time before to set-up. She stated they would like permission to have the streets north and south of the park blocked for food vendors and trailers for merchandise vendors, and they would also need additional garbage cans, use of the pavilion, sounds system

and bathrooms. She stated they would like to serve alcohol in a controlled part of the park with extra security and a roped off area that Chief Kraft has already approved their plan for such.

Motion was made to approve the request of the Chamber for the Sunset Festival in Veteran's Park for July 22nd, 2023.

Motion made by Alderman Koffler, Seconded by Alderwoman Rasmussen.

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

Voting Abstaining: Alderwoman Godfrey

## b. Other Visitors

Greg Hitchcock - Sidney Herald Editor

Jordan Mayer-Interstate Engineering

Sidney Schools: Emma Doty, Mason Kindopp, Allison Lander, Whitney VanHook, Payton Syth, Lexi Morlock and Kailey Olson

## 6. Public Hearing

Nothing.

## 7. Mayor Norby

### a. Update

Mayor Norby stated he and staff are following and participating in the legislature closely, as there are many attacks on local government mill levy revenue that could drastically affect the City's general fund revenue.

## 8. Committee Meeting Work

Nothing.

## 9. Alderman Requests and Committee Reports

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

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

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

**Budget and Finance** – Chairman Christensen – Rasmussen, Godfrey

Alderman DiFonzo stated he was approached by a constituent who read the previous meeting's minutes pertaining to the ice rink in Quilling's Park and the constituent brought up the need for the warming house/bathrooms in the park to be upgraded and to have them open to the public more. PWD Hintz stated there are plans for the improvements to the building, but due to cost they have not been moved forward on. Alderman DiFonzo asked if Quilling's Park has a sprinkler system to improve the grass in the field where the rink is usually located and PWD Hintz state there is not currently due to the flooding and freezing of that area for the old way of doing the rink. It was discussed looking into either getting or expanding the current sprinkler system for the open area of Quilling's Park.

## 10. Unfinished Business

Nothing.

## 11. New Business

Nothing.

## 12. City Planner

### a. Planning Board Meeting-April 4th at 7pm

PWD Hintz announced the Planning Board meeting and stated the agenda for which is posted on the front door of City Hall.

### b. Byer-Windsong Lot Aggregation

PWD Hintz presented to the City Council the Byer-Windsong lot aggregation. He stated these two individuals own properties that had a lot in-between them that could not be built upon due to a sewer easement running down the middle of the property. He stated these two purchased the lot and are splitting the lot along the sewer easement and combining each side with their own lots. He further stated Planner Sanderson has recommended approval.

Motion was made to approve.

Motion made by Alderwoman Godfrey, Seconded by Alderman Koffler.

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

## 13. City Attorney

### a. Update

City Attorney Kalil stated he has items that he has been working on several items that will be on the next agenda. He further stated that he has reviewed the snow removal code and believes that when combined with the newly re-done nuisance ordinance, the City has standing to go after properties for pushing snow into the street or causing obstructions. PWD Hintz stated he would like to review the codes with City Attorney Kalil.

Motion was made to send the snow removal code to the Street and Alley Committee after review from City Attorney Kalil and PWD Hintz.

Motion made by Alderwoman Rasmussen, Seconded by Alderwoman Christensen.

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

## 14. Chief of Police

### a. Confirmation of James Drager as Patrol Officer with the Sidney Police Department

Clerk/Treasurer Chamberlin stated Chief Kraft is requesting the confirmation of James Drager as he is graduating from the Montana Police Academy this week.

Motion was made to confirm James Drager to the Sidney Police Department.

Motion made by Alderman DiFonzo, Seconded by Alderwoman Rasmussen.

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

### b. Drug Task Force MOU Liability changes from MMIA

Clerk/Treasurer Chamberlin stated after sending MMIA the MOU for the Drug Task Force Officer, they recommended a change in the liability section. She stated that change was sent to the Eastern MT Drug Task Force/DOJ-DCI and they have approved these changes also. She stated they are looking for final approval to move forward with the drug task force officer position with the update on the liability section of the MOU and once the MOU is completed and updated it will come back to the City Council for final approval.

Motion was made to approve the liability section changes of the MOU and the Drug Task Force officer position.

Motion made by Alderman DiFonzo, Seconded by Alderman Stevenson.

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

## 15. Public Works Director

### a. Update

PWD Hintz stated he met with the streets department and they outlined the areas of town they will be paving this year. Locations include 4 blocks on 4th Ave, 10th Street and 8th Ave, 2nd St NE (if VFW completes their sidewalk and curb/gutter project) and 7th Ave SW. He stated they also plan to do areas that have had water/sewer projects done recently. PWD Hintz stated the

sewer vac truck is back after being down for 3 months and the garbage tonnage was the lowest in March since 2016.

Mr. Mayer stated they had the Phase 3 Water Project pre-construction meeting on Friday and the contractor still plans to move forward in the next couple of weeks. He stated they have moved around the schedules to best serve the areas that are going to be affected. He further stated that because this will affect the water at several locations including businesses, they will be putting out flyers, have QR codes for updates and be utilizing social media to keep the public informed. PWD Hintz stated the City will also be putting in an additional valve on West Holly and 2nd to lesson the amount of time North Central area will be out of water.

**16. Fire Marshal/Building Inspector**

Nothing.

**17. City Clerk/Treasurer**

**a. Tiger Sharks Swim Team-selling pool tickets April 4th and 5th**

Clerk/Treasurer Chamberlin stated they will be going to sell pool passes at the Swim Team sign-ups April 4th and 5th from 5-7pm, as getting pool passes is a requirement for all in swim team. She stated doing this is helpful to swim team parents and to them in the office.

**b. FY2023-24 Health Insurance Increase of 9%**

Clerk/Treasurer Chamberlin provided the City Council with the fiscal year 2023-24 health insurance increase of 9% with no increases on the other insurances. She stated usually at this time she would be calling for committee meetings to start the budget process, but as Mayor Norby stated, there are too many uncertainties in funding to call for any meetings at this point. She stated once there is a better understanding of the legislations passed and new rules, she will start calling for committee meetings, but that this could put pressure on the budget timeline the City Council is not used to.

**18. Consent Agenda**

Motion was made to approve the claims and building permits.

Motion made by Alderman Koffler, Seconded by Alderman Stevenson.

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

**a. Claims to be approved: \$35,504.79**

**b. Building Permits to be approved: 2023-42, 2023-45 and RC2023-24**

**19. Adjournment**

at 6:57pm.





APRIL 20

Hosted by Sidney Chamber of Commerce  
**4:00 PM - 6:00PM**  
**OPEN HOUSE STYLE**  
**FAMILY FRIENDLY**



**Location: Sidney City Hall**  
**115 2nd St. SE**  
**Sidney, MT**

**FEATURING:**  
AN UPDATE ON CITY PROJECTS  
Water Projects | City Hall Remodel  
Preview of sewer line technology

**MEET THE MAYOR, COUNCIL MEMBERS, CITY STAFF & ENGINEERS**



**MORE INFORMATION**

(406) 433-1916  
projects@sidneymt.com

**ABOUT THE EVENT**

Business After Hours is a progressive platform meant to educate the public and promote local businesses. All Business After Hours events are FREE and open to the public.

**POOL USAGE AGREEMENT**

**City of Sidney  
(406) 433-2809  
115 2<sup>nd</sup> St SE, Sidney, MT 59270**

This Agreement, dated April 17, 2023, is between the City of Sidney (“the City”), and the Boys and Girls Club of Richland County (“the Club”).

Whereas, the Boys and Girls Club of Richland County desires to utilize the swimming pool facilities owned by the City of Sidney in order to provide physical education to the youth of Richland County, and has sought grant funding in order to do so and;

Whereas, the City of Sidney agrees to allow this use subject to the agreement below;

Now therefore, it is agreed as follows:

- 1. The Richland County Boys and Girls Club may utilize the City’s pool facilities at times and dates agreed upon by the Club and the City.
- 2. Any employee or representative of the Club will be required to obey any rules, regulations or directions provided by the City for usage of the pool.
- 3. Richland County Boys and Girls Club shall protect, appear, defend, save harmless and indemnify the City, its agents, representatives, employees, and elected officials, from and against all claims, suits, actions, fees, costs, losses, liabilities or damages arising from the negligent actions or omissions of the Club, its employees or agents, in the Club’s usage of the pool facilities.
- 4. The City agrees to execute such other documents as may be necessary in order to assist the Club with any grant applications made by the Club in connection with this Agreement.

In witness whereof, the parties have executed this Agreement this day and year first above written.

CITY OF SIDNEY,

\_\_\_\_\_  
Rick Norby, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk/Treasurer

BOYS AND GIRLS CLUB OF RICHLAND COUNTY

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

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 \$2,180,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2023; 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 April 17, 2023, 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 April, 2023.

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

SUPPLEMENTAL RESOLUTION

Relating to up to

\$2,180,000

WATER SYSTEM REVENUE BOND  
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)  
SERIES 2023

CITY OF SIDNEY, MONTANA

Adopted: April 17, 2023

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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 \$2,180,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2023; 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 2023 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 2023 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 2023 Bond (as hereinafter defined) to evidence the 2023 Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC expects to fund the 2023 Loan from proceeds of an EPA Capitalization Grant (as hereinafter defined).

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 2023 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 2023 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, 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 2023 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 2023 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 2023 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 2023 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 2023 Project and to issue the Series 2023 Bond to finance a portion of the costs of the 2023 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 2023 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 2023 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 2023 Loan, each January 1 and July 1 during the term of the 2023 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 2023 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.

“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 2023 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, and 3859 adopted by the City Council on July 6, 2004, November 15, 2010, June 1, 2020, and June 21, 2021, 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 up to \$2,180,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2023, issued to the DNRC to evidence the 2023 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 April 17, 2023.

“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 2023 Project.

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

“2023 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 2023 Project.

“2023 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 2023 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 2023 Project;

Appendix B: the form of the Series 2023 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 2023 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 2023 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, and Series 2021 Bond, the proceeds of which were used to finance improvements to the System. The Series 2004 Bond, the Series 2020 Bond, and the Series 2021 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 \$2,180,000 in aggregate principal amount of the Series 2023 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, and the Series 2021 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 2023 Bond and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2023 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 2023 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2023 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 2023 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2023 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2023 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 2023 Project, the Series 2023 Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2023 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2023 Bond and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2023 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 2023 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 2023 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 2023 Bond and the Collateral Documents or for the 2023 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 2023 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 2023 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 2023 Project. The 2023 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 2023 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 2023 Bond and

the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2023 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; 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 2023 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 2023 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 2023 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 2023 Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2023 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 2023 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 2023 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2023 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.

The Borrower shall also have prepared and supplied to the DNRC and the DEQ, within 270 days of the close of every other fiscal year, an audit report prepared by an independent certified public accountant or an agency of the State in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and

records of the System. The audit report shall include an analysis of the Borrower's compliance with the provisions of this Resolution.

(g) 2023 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 2023 Loan and the 2023 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 2023 Bond or any other funds of the Borrower in respect of the 2023 Project or the Series 2023 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 2023 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 2023 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2023 Loan, be owned by the Borrower and not by any other Person. Any portion of the 2023 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

2023 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 2023 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 2023 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 2023 Loan it will not contract with or permit any Private Person to manage the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2023 Loan solely as follows:

(a) The Borrower shall apply the proceeds of the 2023 Loan solely to the financing, refinancing or reimbursement of a portion of the costs of the 2023 Project as set forth in Appendix A hereto and this Section 3.1. The 2023 Loan will be disbursed in accordance with Article IV hereof and Article VII of the Indenture. If the 2023 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2023 Project and expend proceeds of the 2023 Loan to pay a portion of the costs of completing the 2023 Project.

(b) No portion of the proceeds of the 2023 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 2023 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 2023 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2023 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 2023 Project may consist of more than one facility or activity), and an estimated budget relating to the 2023 Project. The 2023 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 2023 Project, an increase or decrease in the amount of proceeds of the 2023 Loan which will be required to complete the 2023 Project and whether the change will materially accelerate or delay the construction schedule for the 2023 Project;

(b) A written consent to such change in the 2023 Project by an Authorized DNRC Officer;

(c) An Opinion or Opinions of Bond Counsel stating that the 2023 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 2023 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 2023 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 2023 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 2023 Loan to pay costs of the 2023 Project or as to the availability of additional funds under the Program to increase the principal amount of the Loan.

Section 3.3 2023 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2023 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;

(b) all future construction of the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2023 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 2023 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 2023 Project promptly after the Closing Date and will cause the 2023 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 2023 Project will be substantially completed by the December 31, 2023.

#### Section 3.4 Completion or Cancellation or Reduction of Costs of the 2023 Project.

(a) Upon completion of the 2023 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2023 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 2023 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2023 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 2023 Loan after the date that is 180 days following the date of substantial completion of the 2023 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 2023 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 \$2,180,000 (the “Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2023 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 2023 Loan through the Trustee. In consideration of the issuance of the Series 2023 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2023 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2023 Bond and the security therefor and stating in effect that interest on the Series 2023

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 2023 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 2023 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 2023 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 2023 Loan to pay costs of the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2023 Bond.

(j) The Borrower agrees that it will deposit in the General Reserve Subaccount upon receipt thereof, any proceeds of the 2023 Loan borrowed for the purpose of increasing the balance in the General Reserve Subaccount to the General Reserve Requirement. As further provided in Article IX below, the Borrower expects to fund the amount equal to the General Reserve Requirement from amounts of the City on hand and available therefor. The Borrower further acknowledges and agrees that any portions of the 2023 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 2023 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 2023 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 2023 Bond shall terminate upon payment in full of all amounts due under the Series 2023 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 2023 LOAN

Section 5.1 Repayment of 2023 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 2023 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 2023 Loan shall be payable on each January 1 and July 1, beginning on January 1, 2024 and concluding on July 1, 2043; and
- (2) the principal of the 2023 Loan shall be payable each January 1 and July 1, beginning January 1, 2024, and concluding on July 1, 2043, 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 2023 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 2023 Loan shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2023 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 2023 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 2023 Bond on and after Closing. Upon each disbursement of 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Loan, the Collateral Documents and the Series 2023 Bond, including, but not limited to:

- (a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2023 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 2023 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 2023 Bond, whether or not the Series 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2023 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 2023 Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2023 Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2023 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 2023 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 2023 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 2023 Loan and other payment obligations of the Borrower hereunder and under the Series 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Bond to evidence the 2023 Loan. The Series 2023 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2023 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 2023 Loan. The principal of, interest on, Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2023 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 2023 Bond shall be deemed made when advances of the 2023 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2023 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 2023 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2023 Loan under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2023 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 2023 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 2023 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this Section. No transfer of the Series 2023 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 2023 Bond, and (2) the City Clerk-Treasurer of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2023 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 2023 Bond is registered as the absolute owner of the Series 2023 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 2023 Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2023 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 2023 Bond. In the event that any of the officers who shall have signed the Series 2023 Bond shall cease to be officers of the Borrower before the Series 2023 Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2023 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 2023 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2023 Bond shall be prepared in substantially the form attached as Appendix B.

## ARTICLE IX

### SECURITY FOR THE SERIES 2023 BOND

The Series 2023 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, 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 2023 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 2023 Bond is advanced, any excess

amount in the Reserve Account will be transferred to the Debt Service Account to pay interest on the Series 2023B 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 2023 Bond.

## ARTICLE X

### TAX MATTERS

Section 10.1 Use of 2023 Project. The 2023 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 2023 Project or the System or security for the payment of the Series 2023 Bond which might cause the Series 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Bond, it is reasonably expected that the proceeds of the Series 2023 Bond will be used in a manner that would not cause the Series 2023 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate Exemption.

(a) The Borrower hereby represents that the Series 2023 Bond qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the Borrower represents:

(1) Substantially all (not less than 95%) of the proceeds of the Series 2023 Bond will be used for local governmental activities of the Borrower.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds) issued by or on behalf of the Borrower and all subordinate entities thereof during 2023 is reasonably expected not to exceed \$5,000,000. To date in 2023, the Borrower has not issued any tax-exempt bonds, and in the calendar years 2017 through 2022, the Borrower issued no tax-exempt bonds, except the Series 2020 Bond, the Series 2021 Bond, its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2019B, and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2016B.

(b) If notwithstanding the provisions of paragraph (a) of this Section 10.4, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2023 Bond, the Borrower hereby covenants and agrees to make the determinations, retain records, and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury a statement concerning the Series 2023 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 2023 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 2023 under Section 265(b)(3) other than the Series 2023 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 2023 in an amount greater than \$10,000,000.

## ARTICLE XI

### CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2023 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  
c/o Corporate Trust Services  
1420 Fifth Avenue, 7<sup>th</sup> Floor  
Seattle, Washington 98101  
Attn: Corporate Trust Department

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 2023 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 2023 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 2023 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 2023 Project or the facility or facilities of which the 2023 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 2023 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 2023 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 17th day of April, 2023.

\_\_\_\_\_  
Mayor

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

(SEAL)

## APPENDIX A

## Description of the 2023 Project

The 2023 Project consists of designing, engineering and constructing improvements to the Borrower's water system, including installing new water distribution lines and upgrading the water distribution system, and related improvements.

## Estimated 2023 Project Budget and Associated Financing Costs

	ARPA - COMPETITIVE GRANT	Series 2021 Bond	Series 2023 Bond	Local Contribution	Total
Grant Management		\$ 6,500	\$ 10,000	\$ 10,000	\$ 26,500
Bond Counsel				20,000	20,000
Legal				2,000	2,000
Loan Reserves (Estimated)				69,850	69,850
Audit ( <b>REQUIRED</b> )				20,000	20,000
Design Engineering		133,000			133,000
Construction Engineering			282,000		282,000
Geotechnical Investigation		10,000			10,000
Construction (original)	\$1,462,300	55,000	1,655,553	33,800	3,206,653
Contingency ( <b>REQUIRED</b> )			232,447		232,447
<b>TOTAL PROJECT BUDGET</b>	<b>\$1,462,300</b>	<b>\$204,500</b>	<b>\$2,180,000</b>	<b>\$155,650</b>	<b>\$4,002,450</b>



## APPENDIX B

[Form of the Series 2023 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 2023

R-1

\$2,180,000

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 January 1, 2024 and concluding on July 1, 2043. 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 2023 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 April 17, 2023. 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 \$2,180,000 (the “Series 2023 Bond”). The Series 2023 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”). The Series 2023 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, and \_\_\_\_\_, adopted by the City Council on July 6, 2004, November 15, 2010, June 1, 2020, June 21, 2021, and April 17, 2023, 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 2023 Bond is issuable only as a single, fully registered bond. The Series 2023 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”), and its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2021 (the “Series 2021 Bond”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2023 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, 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 2023 Bond.

The Borrower may prepay the principal of the Series 2023 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 2023 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 2023 Bond.

The Series 2023 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 2023 Bond is registered as the absolute owner hereof, whether this Series 2023 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 2023 Bond may be transferred as hereinafter provided.

This Series 2023 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 an 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, 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, 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, and other parity Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2023 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 2023 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 2023 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 2023 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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
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>
_____, 2023	<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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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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

**Ordinance No. 598**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIDNEY, MONTANA, AMENDING TITLE 7, CHAPTER 4, FIRE CODES, OF THE CITY CODE OF THE CITY OF SIDNEY, MONTANA.**

WHEREAS, the City Council of the City of Sidney has previously amended Title 7, Chapter 4, Fire Codes, to modify the adopted building codes of the City of Sidney; and,

WHEREAS, the City inadvertently adopted several codes that conflict with Montana Administrative Regulations;

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS by the City Council of the City of Sidney that Chapter 7 of Title 4 of the City Code of the City of Sidney is hereby amended as follows:

**7-4-1: ADOPTION OF INTERNATIONAL FIRE CODE STANDARDS:**

The city hereby adopts as part of this code the following international building code standards effective \_\_\_\_\_, together with all referenced materials, appendices and amendments appertaining thereto:

A. Adoption of the international Fire Code (2021 Edition), as amended by ARM 23.12.601

1<sup>st</sup> reading: \_\_\_\_\_

2<sup>nd</sup> reading: \_\_\_\_\_

Commissioner \_\_\_\_\_ moved the adoption of the foregoing Ordinance. The Motion was seconded by Commissioner \_\_\_\_\_. On roll call vote of the Commissioners vote "AYE": \_\_\_\_\_

\_\_\_\_\_, and the following Commissioners vote "NAY": \_\_\_\_\_ Absent and not voting: \_\_\_\_\_

WHEREUPON, the Motion was passed and the Ordinance declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Mayor**

ATTEST:

\_\_\_\_\_  
**City Clerk/Treasurer**

**EASTERN MONTANA DRUG TASK FORCE  
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FOR FY 2024**

**Purpose**

The purpose of this Memorandum of Understanding is to establish general guidelines for a multi-agency task force to address drug-related crime. Through the spirit of cooperative efforts and a strong commitment to combat drug-related trafficking, manufacturing and violence, the **EASTERN MONTANA DRUG TASK FORCE** is formed. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and to full information sharing through their participation in the **EASTERN MONTANA DRUG TASK FORCE**.

**Mission Statement**

The mission of the **EASTERN MONTANA DRUG TASK FORCE** is to provide a collaborative federal, state, and local law enforcement effort to identify, target, and address those involved in drug trafficking, manufacture, and/or violence. The **EASTERN MONTANA DRUG TASK FORCE** will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

EASTERN MONTANA DRUG TASK FORCE  
INTER-AGENCY MEMORANDUM OF UNDERSTANDING FISCAL YEAR 2024

THIS MEMORANDUM OF UNDERSTANDING is entered into this 10th day of January 2023 and covers fiscal year 2024. Specifically defined as the period between July 1, 2023 and June 30, 2024 between the Baker Police Department, the City of Baker; Carter County Sheriff’s Office, Carter County; Colstrip Police Department, City of Colstrip; Custer County Sheriff’s Office, Custer County; Dawson County Sheriff’s Office, Dawson County; Fallon County Sheriff’s Office, Fallon County; Garfield County Sheriff’s Office, Garfield County; Glendive Police Department, the City of Glendive; McCone County Sheriff’s Office, McCone County; Miles City Police Department, the City of Miles City; Powder River County Sheriff’s Office, Powder River County; Prairie County Sheriff’s Office, Prairie County; Richland County Sheriff’s Office, Richland County; Rosebud County Sheriff’s Office, Rosebud County; Sheridan County Sheriff’s Office, Sheridan County; Sidney Police Department, City of Sidney; Treasure County Sheriff’s Office, Treasure County; Valley County Sheriff’s Office; Wibaux County Sheriff’s Office, Wibaux County; and Montana Department of Justice /Division of Criminal Investigation (hereinafter DCI).

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in eastern Montana, and specifically the above-mentioned counties, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in those general areas, the parties hereto agree to the following:

1. The Eastern Montana Drug Task Force (hereinafter EMDTF or Task Force) will perform the activities and duties described below.
  - A. Disrupt the illicit drug traffic in eastern Montana by immobilizing targeted violators and trafficking organizations, by leading the cohesive multi-jurisdictional investigation unit
  - B. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs through monthly meetings as well as interpersonal contact as needed with the appropriate agencies
  - C. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the EMDTF’s activities will result in effective prosecution before the courts of Montana.
  - D. Provide training opportunities within the EMDTF area to law enforcement to recognize, investigate and prevent Drug Endangered Children and to promote dangerous drug awareness to law enforcement and the public.
2. To accomplish the objectives of the EMDTF, the DCI will assign one supervisory agent and two investigative agents to the EMDTF. The Custer County Sheriff’s Office agrees to detail no less than one officer to the EMDTF. The Valley County Sheriff’s Office agrees to detail no less than one officer to the EMDTF. The Sidney Police Department agrees to detail no less than one officer to the EMDTF. The US Border Patrol will assign 2 Agents to provide support to the EMDTF and its mission of investigating drug-related crimes in eastern Montana and locations with direct nexus to the international border pursuant to the Memorandum of Understanding.

between US Border Patrol Havre Sector and EMDTF. The administrative support position will be a DCI employee. During this period of assignment, the EMDTF personnel will be under the direct supervision and control of the DCI supervisor assigned to the EMDTF. Officers assigned to the EMDTF must first be approved by the EMDTF Executive Board.

3. The officers assigned to the EMDTF shall adhere to DCI policies and procedures. Failure to adhere to policies and procedures shall be grounds for dismissal from the EMDTF.
4. The EMDTF has two US Border Patrol Agents that shall be deputized in each of the participating county jurisdictions. While working with the EMDTF these two Border Patrol Agents will work and operate under all DCI policies and procedures. Should any of the DCI policies directly conflict with US Border Patrol policies, Border Patrol Agents will adhere to their US Border Patrol policy.
5. Law enforcement officers assigned to the EMDTF by participating agencies (except state and federal agents) shall be deputized as DCI Agents. Once designated as state agents, EMDTF Agents shall adhere to the state investigative protocol procedure.
6. Any duly sworn peace officer, while assigned to duty with the EMDTF, as herein provided and working at the direction of the Task Force Supervisor, shall have the same powers, duties, privileges, responsibilities, and immunities throughout the jurisdiction of the EMDTF, as are conferred upon him/her as a Peace Officer in his/her respective jurisdiction. For the purpose of indemnification, each participating agency of the EMDTF shall be responsible for the acts of its participating officer(s). Each local government jurisdiction participating in any way in this agreement must have a valid professional liability insurance policy in effect throughout the term of this agreement. Such professional liability insurance must have policy limits of not less than the limitations of liability for tort damage prescribed in § 2-108 (1), MCA. Each local government jurisdiction participating in any way in this agreement must defend and indemnify its own officers and agents from any claim for damages brought against an officer or agent for EMDTF activities.
7. At the request of any Executive Board member, the Task Force Supervisor may authorize mutual aid assistance for other criminal matters within the jurisdiction of the Task Force, with the concurrence of the Chairman or his designee and following the established protocol for DCI.
8. During the period of assignment to the EMDTF, each participating agency will remain responsible for establishing the salary and benefits, including overtime, of their respective officers assigned to the EMDTF, and for making all payments due to them.
9. Each participating agency shall be responsible for the full payment of its personnel assigned to the Task Force, and such salary shall be deemed to be full salary and due and payable to such assigned personnel while on duty with the

Task Force. The city and/or county agencies participating in the Federal Grant shall be reimbursed by the Grant account. The Grant Account consists of funding awarded by the Montana Board of Crime Control, and matching funds (including forfeiture funds and local agency matching funds) and shall be administered by DCI. At the beginning of each month for the duration of the grant, DCI agrees to remit to those agencies providing personnel, reimbursement for the previous month's salaries and fringe benefits for the field agents assigned to the Task Force. DCI agrees to pay overtime to assigned field agents above 8 hours per month. The supervisor shall be responsible for duty assignment of field agents, as well as ensuring that field agents conform to ordinances, regulations, and directives as supplied by those member agencies concerning overtime compensation.

10. Any agency desiring to terminate its participation in this Memorandum of Understanding shall indicate such intent in writing to the EMDTF Executive Board. Termination of participation in this Memorandum of Understanding by such agency shall be deemed to take effect not less than thirty (30) days after receipt of the written communication of the intent by the Executive Board.
11. Each agency supplying field agents to the EMDTF will ensure that said officers will meet the minimum requirements for the position of Peace Officer as set forth in the Montana Codes Annotated. This will include, but will not be limited to: at least twenty-one (21) years of age, P.O.S.T. certified by the State of Montana, and have prior investigative experience.
12. In no event will the participating agency charge any indirect cost rate to the Department of Justice for the administration or implementation of this Memorandum of Understanding.
13. An Executive Board shall be established as the participating agencies that provide monetary contributions to the matching funds to operate the EMDTF. DCI is a member of the Executive Board because DCI provides the salaries of the Supervisor, and Administrative Assistant for EMDTF. Agencies that are unable to provide monetary support to the continued operation of the EMDTF, yet still wish to include their jurisdictions in the EMDTF region, will be considered Associate members and not have any voting rights at the Executive Board meetings. Its voting members shall be as follows: The Eastern Montana Drug Task Force Commander, the DCI Narcotics Chief or a designee, the Sheriff of Custer County, the Sheriff of Rosebud County, the Chief of Police of the Baker Police Department, the Sheriff of Carter County, the Chief of Police of the Colstrip Police Department, the Sheriff of Dawson County, the Sheriff of Fallon County, the Sheriff of Garfield County, the Chief of Police of the Glendive Police Department, the Sheriff of McCone County, the Chief of Police of the Miles City Police Department, the Sheriff of Powder River County, the Sheriff of Prairie County, the Sheriff of Richland County, the Sheriff of Sheridan County, the Chief of Police of the Sidney Police Department, the Sheriff of Valley County, and the Sheriff of Wibaux County. The members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the EMDTF, to establish subcommittees of the Board to conduct business, and to resolve disputes arising from EMDTF operations. The selection, direction and removal of law enforcement and support personnel assigned to the EMDTF shall be shared with the EMDTF Supervisor, whose authority shall be exercised in consultation with the Executive Board. Each member of the Executive Board shall have one equal vote. Board members shall attend meetings and vote on Task Force business.

The Chairperson will be the Task Force Supervisor's primary contact with the Board on day-today issues and will bring to the Board's attention any matters, which would require a consensus of the Board prior to a regularly scheduled quarterly meeting. The Chairperson shall also preside over the Board meetings and is responsible for the formulation of minutes for the meetings and notification of Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The vice-chairperson shall conduct the same business in the absence of the chairperson.

- A. The Executive Board shall meet at least quarterly, or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the EMDTF.
  - B. A quorum of the Executive Board is needed to conduct business. **Eleven Executive Board members**, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting. **Attendance may be counted as in-person, via one of the online virtual meeting sites or by phone.**
  - C. EMDTF officers shall remain subject to the policies, procedures, and regulations of their parent agencies. Any conflict between state policies and procedures and the policies and procedures of a parent agency, will be resolved by the Executive Board. State policies and procedures will be adopted and used by all EMDTF members relative to drug operations and informant handling.
14. Those agencies not providing full-time personnel agree to support the Task Force and cooperate with Task Force investigations. They additionally agree to designate one officer to act as Department Liaison with the Task Force. The Department Liaison may participate in any Task Force investigative activities at the direction of their respective agency head.

15. The Executive Board will meet at least quarterly in conjunction with the monthly intelligence-sharing meeting to maintain the timely sharing of intelligence information.
16. Assets seized during Task Force investigations shall be shared as follows: Assets, for the purposes of this Memorandum of Understanding, shall include all items of value seized relative to a case and all court-ordered fines or contributions to the drug fund.  
All forfeitures, fines and restitution, obtained as a result of EMDTF investigations, will be shared in the following order:
  - A. The Executive Board may order the transfer of money from the current EMDTF forfeiture fund to the EMDTF budget to cover budget shortages or equipment purchases not covered under the grant.
  - B. The forfeitures will be retained by EMDTF in the forfeiture account and accrued until the forfeiture monies are needed for matching funds or operation budget with a target balance of two (2) years' budget in the absence of local match money or federal grant funds, as approved by the Executive Board.
  - C. Seized and forfeited vehicles and other property will be utilized as directed by the Executive Board and Task Force Supervisor. When the Task Force is no longer utilizing it, the property will be sold and the proceeds placed into the EMDTF drug forfeiture account.
  - D. Upon termination of the EMDTF the drug forfeiture account will be disbursed proportionately based upon the agencies contributions of forfeitures, matching funds and/or manpower among the participating agencies at the time of the termination. The US Border Patrol shall not receive any portion of EMDTF forfeiture funds.
17. Felony Cases  
Assets from cases filed in district or federal court that have been investigated by and filed on behalf of the EMDTF shall be deposited into either a state or federal forfeiture fund for the Eastern Montana Drug Task Force. Assets from cases where there is no Task Force involvement may remain with the local jurisdiction or allocated to the Drug Forfeiture Fund at the discretion of the agency. Any requests for asset sharing will be approved through the Executive Board and will be based upon the relative participation in the investigation. All members of the Executive Board understand that the priority purpose of the seized assets is to assist with the funding of the continued operation of the EMDTF.
18. Misdemeanor Cases



All assets from misdemeanor cases that are handled through “Justice of the Peace” or “City Court” shall remain with the local jurisdiction and are not required to be deposited to the Eastern Montana Drug Task Force Forfeiture Fund.

19. Eastern Montana Drug Task Force Forfeiture Fund

DCI will open a forfeiture account in the name of the EMDTF to hold forfeited money, fines and restitution resulting from cases generated by the EMDTF.

Participants in the EASTERN MONTANA DRUG TASK FORCE agree that assets forfeited and received by EASTERN MONTANA DRUG TASK FORCE will be utilized primarily for the continued funding of the EASTERN MONTANA DRUG TASK FORCE (Byrne/JAG-funded task force). This money may be utilized to acquire equipment and resources necessary for the activities and continued production of EMDTF. Funds may also be utilized as matching funds remunerated by the agency providing personnel to the Task Force.

- A. The project director (the DCI Narcotics Bureau Chief) supervises these funds subject to Executive Board approval. Any EMDTF forfeitures (including vehicles, cash, and property), fines and restitution, will be the property of the EMDTF. The Executive Board will function as the Seizure Board for Eastern Montana Drug Task Force. Any expenditure of forfeited EMDTF funds requires approval by a majority of the Executive Board.
- B. EMDTF will comply with U.S. Department of Justice requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.
- C. The EMDTF Supervisor and Executive Board will have the authority to negotiate asset-sharing agreements with nonmember agencies on behalf of the EMDTF.

20. Drug Fund Financial Reporting

The EMDTF Supervisor shall provide a financial report to the Executive Board at the quarterly meetings. The report shall become a part of the meeting minutes.

The minimum requirement of the report is:

1. Balance of the Fund at the beginning of the quarter.
2. Total deposits to the Fund during the quarter.
3. Total expended from the fund and an itemization of the expenditures.
4. Balance for the fund at the end of the quarter.

20. Pending Asset Forfeiture Report

Each participating jurisdiction agrees to provide the Task Force Supervisor with relevant information on asset forfeiture cases and cases with dispositions pending.

The EMDTF drug forfeiture fund shall be disbursed to the participating agencies during the regularly scheduled meeting of the Board of Directors in July of each year. The fund shall be disbursed in the following manner:

A. PRIMARY DISTRIBUTION

The EMDTF Executive Board may distribute up to 25% of the cash in the forfeiture fund based on a formula of each agency's financial participation in the EMDTF grant.

In the event that the distribution of cash caused the Drug Forfeiture Fund balance to drop below a minimum balance of \$458,000, then the "total distribution" shall be reduced so that the fund balance on July 1 is equal to \$458,000.

- a. A distribution shall not occur unless the balance exceeds \$458,000 in the fund.

Assets from drug cases filed in district or federal court with the assistance of more than one drug task force shall be distributed to the task forces proportionally based upon their relative participation in the investigation as recommended by the joint captains of the task force. If the task force commanders cannot agree on the said proportion, then the distribution must be referred to the Executive Board or Board of Directors of each of the task forces that participated in any such cases.

B. SECONDARY DISTRIBUTION

The EMDTF Executive Board, at its sole discretion, may authorize additional distribution of forfeiture funds to member agencies that provide personnel to the Task Force, but are not a participant in the grant. The distribution shall be based on the operation budget for the officer, and the fund balance as approved by the EMDTF Board. The requesting agency may submit only those budgetary items that are approved in the EMDTF. The budget is subject to the same limitations as grant budgets.

The secondary distribution is in addition to the primary distribution of 25%. The secondary distribution shall be at the same percentage formula as the distribution formula.

22. The participating agencies agree to supply their assigned officer with equipment necessary in carrying out the EMDTF objectives. Radio-equipped vehicles will be supplied by the EMDTF whenever possible; however, the ultimate responsibility to supply a radio-equipped vehicle is the participating agency that employs the assigned officer. Upon termination of the EMDTF, equipment that was initially supplied to the EMDTF by participating agencies shall be returned to said agency. Equipment shared/purchased jointly by all participating EMDTF agencies shall be split equally upon termination of the EMDTF.

23. Each officer assigned to the EMDTF will carry only those firearms, while on official duty, that are issued or approved by the Department of Justice and/or the respective departments. Further, the officer shall be qualified with those firearms.
24. The EMDTF shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this Memorandum of Understanding in accordance with generally accepted accounting principles and instructions provided by the Department of Justice to facilitate on-sight inspection and auditing of such records and accounts.
25. No new entity is created by reason of this Memorandum of Understanding.
26. The EMDTF shall permit and have readily available for examination and auditing by the Department of Justice and/or the Montana Legislative Audit Division, any and all of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Memorandum of Understanding. Therefore, records must be maintained by a body, which will continue to exist until all audits and examinations are completed and resolved, or for a period of six years after termination of this Memorandum of Understanding.

Attached to and part of this document are the signatures of the EMDTF Executive Board and their respective County Commissioner Chairmen and/or Mayors who have agreed to abide by this Memorandum of Understanding.

**Sidney Police Department**  
**Month End Report**  
**Month Ending: March 2023**

Arrested Persons		Number Of Arrested Persons
Adult Arrestee		23
Juvenile Arrestee		0
<b>Total Arrested Persons</b>		<b>23</b>

Total Offenses Charged	Felony	Misdemeanor	Other	Total
Adult	7	32	6	46
Juvenile	0	0	0	0
<b>Total</b>	<b>7</b>	<b>32</b>	<b>6</b>	<b>46</b>

Case Information	Felony	Misdemeanor	Other	Total
Offenses Reported	6	67	8	86
Offenses Cleared	4	64	7	79
Offenses Pending	2	3	1	7
% of Cases Cleared	66%	95%	87%	92%

Traffic Information	Total
Traffic/Criminal Citations	95
Written Warnings	175
Parking Citations	1
Accidents Investigated	24
DUI's	8

Miscellaneous Information	Total
Courtesy Vehicle Unlocks	4
Animals Impounded	3
Court Hours	0
Overtime Hours	50 HOURS/\$2373.00
Calls for Service	383

Reported by: *Robert Kraft*



March-23

PUBLIC WORKS MONTHLY REPORT

DEPARTMENT	HOURS	YEARS TOTAL	
STREET	760	2186.5	46.0 Hrs. of Street Repairs, 10.0 Hrs. of Alley Repairs, 0.0 Hrs. of Street Sweeping 187.0 Hrs. of Repair of Street Equipment, 499.0 Hrs. of Shop Clean-up and Shop Equipment, 18.0 Hrs. of Street Markers & Signs Repairs or Replacement, 363.0 Hrs. of snow removal.
STREET SWEEPING	0	7	0.0 Hrs. of Street Sweeping was complete for the Month of March.  0 Business Miles, 0.0 Residential Miles, 0 Total Miles, \$0.00 Total Fuel Cost, \$0.0 Cost per Mile, 0 Tons of Debris Picked Up.
ICE & SNOW	363	668	363.0 Hrs. of Snow Removal completed for the month of March. Time spent removing snow piles, ice in curb/gutters and repairs and maintenance of removal equipment
PARKS	83.5	311	All park are winterized. 0.0 Hrs. of mowing, 0.0 Hrs. of watering, 62.0 Hrs. of landscaping, 17.0 Hrs. of Park equipment maintenance with 1.5 Hrs. of Park Clean-Up, and 4.5 Hrs. of Replacement and Repairs of Playground Equipment.
GARBAGE	875.5	2284	338.30 Tons of Garbage picked up, 3,420 miles driven, 1,219.90 gallons of fuel used, 61 total loads, 726.0 Hrs. of Garbage Hauling, 36.0 Hrs. of Alley Clean-Up 113.5 Hrs. of Sanitation Equipment Maintenance Year to date total tons hauled = 977.41 - Average Dailey Tons = 10.91 Total Fuel \$4,500.50
WATER	531.5	1266	2.0 Hours of meter reading, 0.0 Hours of meter repairs, 37.0 Hours of water equipment maintenance, 233.5 Hours of maintenance of hydrants, valves and mains, 1.0 Hours of office and records, and 202.0 Hours of treatment plant operation and testing, 58.0 hours spent on the lead service line study.
SEWER	365	903.5	30.5 hours of sewer main cleaning & TV inspection, 141.0 hours of maintenance of Sewer mains, manholes & equipment, 75.5 Hrs. of Maintenance of Lift Stations, 47.5 Hrs. of Maintenance of Storm Sewers, 22.0 Hrs. of Office & Records, 193.5 of Treatment Plant Operation & Maintenance, <a href="#">2 Sewer Call for March- Service line issues</a>
GENERAL CITY	9.5	80.5	247.0 Hours of Vacation Time 59.0 Hours of Sick Leave 55.5 Hours of Overtime, 3,893.5 Total Working hours
SHOP, MECHANICAL	187	723	STREET 544-P-2 - Repair Fender latch, Changed cutting edge on bucket Unit 117-2 - Replace wheel seals on RR & LR wheels. Replace rear differential vent tube. Unit 095 - IHC Tandom - Replace RR Tail light, Tire repair 544-P-1 - Regular Service. Repair hydraulic coupler 772GP - Regular Service and check-up SWEEPING Unit P-1 - Check-up and clean-up Unit P-2 - Check-up and clean-up  ICE&SNOW AMI Directional Blade - Replace cutting edges  PARKS GH-6 - Service and repair deck hydraulic GH-7 - Service and miscellaneous repairs, replace hydrostat housing fan  SOLID WASTE Unit 831: tire repair. Unit 417 - regular service, replace gripper pads, tire repair, Replace slack adjuster Unit 421 - Replace air dryer cartridge Unit 422 - Replace hydraulic hose Unit 835 - replace crankcase breather assembly, repair LH cab step. WATER Unit #217 - Regular Service, Replaced RL Wheel Seal and differential vent tube Unit 013 - Jeep - Regular Service, Replaced TPMS on RR tire.  SEWER Unit 351 - Monitor problems, replace air line pressure switch. Rebuild water pressure pump. 75C Farmall - Replace shift cables & tighten transmission bolts, Change oil and filter, service Unit 321 - tire repair Unit 306 - Replace battery cables

## March 2023 Fire Run Report

2023-017	#1	Accident Assist	3/4/2023	Medical	County	2	Hour
2023-018	#2	Accident Assist	3/6/2023	Medical	County	2	Hour
2023-019	#3	Accident Assist	3/11/2023	Medical	County	1	Hour
2023-020	#4	False Alarm	3/12/2023	Fire	City	1	Hour
2023-021	#5	Accident Assist	3/14/2023	medical	county	2	Hour
2023-022	#6	Structure Fire	3/17/2023	Fire	County	1	Hour
2023-023	#7	Accident Assist	3/18/2023	Medical	City	1	Hour
2023-024	#8	Structure Fire	3/27/2023	Fire	County	2	Hour

**Treasurer's Report  
March 2023**

Item a.

Fund	Fund Name	Expended YTD	% Expended	Revenued YTD	% Revenued	Difference Rev vs Exp	Cash Balance	Notes
1000	General	\$1,535,675.71	58%	\$1,703,701.62	67%	\$168,025.91	\$1,544,554.05	
2060	Playgrounds & Parks	\$0.00	0%	\$16,750.00	0%	\$16,750.00	\$67,642.05	
2061	Ballparks & Ballfields	\$1,058.31	6%	\$2,170.00	0%	\$1,111.69	\$19,064.16	
2062	Tennis Courts	\$0.00	0%	\$1,750.00	20%	\$1,750.00	\$57,058.23	
2063	Bike Path Enhancement	\$0.00	0%	\$1,900.00	9%	\$1,900.00	\$55,259.34	
2101	TBID	\$97,784.16	33%	\$109,028.50	36%	\$11,244.34	\$15,636.60	
2170	Airport	\$0.00	0%	\$24,446.11	67%	\$24,446.11	\$22,982.07	
2190	Comprehensive Liability	\$61,485.00	100%	\$39,566.43	70%	-\$21,918.57	-\$3,102.85	
2220	Library Levy	\$0.00	0%	\$122,791.46	62%	\$122,791.46	-\$32,917.98	
2260	Emergency Disaster	\$278.00	1%	\$5,891.16	107%	\$5,613.16	\$30,981.74	
2370	PERS	\$102,040.28	40%	\$130,094.20	64%	\$28,053.92	\$86,762.19	
2371	Group Health	\$149,175.81	64%	\$87,838.00	65%	-\$61,337.81	\$38,457.25	
2372	Permissive Health Levy	\$0.00	0%	\$25,168.42	59%	\$25,168.42	\$25,168.42	
2390	Drug Forfeiture	\$2,575.93	10%	\$2,625.00	22%	\$49.07	\$45,749.19	
2399	Impact Fees	\$0.00	0%	\$8,701.04	193%	\$8,701.04	\$277,006.17	
2425	Street Lighting	\$100,036.14	68%	\$104,283.42	69%	\$4,247.28	\$360,008.70	
2550	Dutch Elm Tree Removal	\$680.00	27%	\$2,500.00	0%	\$1,820.00	\$4,454.01	
2565	Street Maintenance	\$333,956.35	94%	\$430,501.41	116%	\$96,545.06	\$168,880.60	
2566	Snow Removal	\$131,120.46	66%	\$715.00	1%	-\$130,405.46	-\$54,605.53	
2584	Mowing	\$15,418.00	103%	\$11,221.52	208%	-\$4,196.48	\$72,451.28	
2598	MVS Park Maintenance	\$0.00	0%	\$3,991.21	177%	\$3,991.21	\$21,048.13	
2810	Police Reserve Training	\$18,195.92	61%	\$750.00	5%	-\$17,445.92	\$4,373.93	
2820	Gas Apportionment Tax	\$39,348.45	17%	\$92,983.46	77%	\$53,635.01	\$224,782.89	
2821	New Fuel Tax	\$257,145.05	177%	\$157,602.91	108%	-\$99,542.14	\$34,332.78	
2890	Oil/Gas Severance	\$40,282.26	10%	\$363,401.81	132%	\$323,119.55	\$612,374.47	
2990	HB 645- ARPA	\$0.00	0%	\$14,891.30	2%	\$14,891.30	\$1,598,685.79	
3400	Revolving Fund	\$0.00	0%	\$2,933.70	0%	\$2,933.70	\$57,917.03	
3600	SID 100	\$0.00	0%	\$1,600.00	0%	\$1,600.00	\$28,715.09	
3601	SID 101A	\$0.00	0%	\$13,372.51	73%	\$13,372.51	\$40,163.96	
3602	SID 102	\$33,134.47	41%	\$40,940.57	45%	\$7,806.10	-\$61,577.38	
3603	SID 103	\$0.00	0%	\$2,500.00	0%	\$2,500.00	\$2,750.00	
3604	SID 104	\$25,996.45	47%	\$31,752.17	53%	\$5,755.72	-\$36,741.04	
4010	City Hall CIP	\$861.28	1%	\$2,925.00	0%	\$2,063.72	\$95,143.72	
4015	Parks CIP	\$0.00	0%	\$2,050.00	19%	\$2,050.00	\$66,142.00	
4020	Police CIP	\$0.00	0%	\$3,275.00	0%	\$3,275.00	\$159,625.37	
4025	Police Investigative CIP	\$8,100.00	27%	\$1,700.00	13%	-\$6,400.00	\$22,374.33	
4030	Street Equipment	\$0.00	0%	\$3,625.00	26%	\$3,625.00	\$96,294.17	
4031	Street Construction	\$0.00	0%	\$3,625.00	8%	\$3,625.00	\$131,636.08	
4040	Fire Equipment	\$0.00	0%	\$12,125.00	12%	\$12,125.00	\$605,602.29	
4060	Bike Path Enhancement	\$0.00	0%	\$3,575.00	0%	\$3,575.00	\$69,895.05	
4070	Downtown Enhancement	\$0.00	0%	\$1,350.00	0%	\$1,350.00	\$13,853.07	
4075	Curb & Sidewalk	\$0.00	0%	\$2,750.00	109%	\$2,750.00	-\$2,208.08	
5210	Water Utility	\$746,142.01	38%	\$1,642,534.38	72%	\$896,392.37	\$5,292,528.26	
5211	Water Impact Fees	\$0.00	0%	\$10,478.57	%	\$0.00	\$234,031.76	
5310	Sewer Utility	\$1,934,967.08	64%	\$1,743,585.33	76%	-\$191,381.75	\$3,656,801.78	
5311	Sewer Impact Fees	\$0.00	0%	\$22,400.00	100%	\$22,400.00	\$81,904.28	
5410	Solid Waste	\$762,078.79	74%	\$468,102.35	64%	-\$293,976.44	\$387,202.66	
5710	Sweeping Operating	\$138,982.07	61%	\$202,184.09	64%	\$63,202.02	\$359,444.64	
7060	Playgrounds & Parks	\$0.00	0%	\$0.00	0%	\$0.00	\$0.00	
7120	Fire Disability	\$42,500.00	50%	\$56,731.34	54%	\$14,231.34	-\$5,327.82	
7970	Grant-Richland County	\$0.00	0%	\$0.00	0%	\$0.00	\$1,807.07	
	<b>Totals</b>	<b>\$6,579,017.98</b>	<b>45%</b>	<b>\$7,741,378.99</b>	<b>66%</b>	<b>\$1,162,361.01</b>		

CITY OF SIDNEY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 3 / 23

Item a.

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 General	149,976.24	1,535,675.71	2,651,292.00	2,651,292.00	1,115,616.29	58 %
2060 PLAYGROUNDS & PARKS	0.00	0.00	25,011.00	25,011.00	25,011.00	0 %
2061 BALLPARKS & BALLFIELDS	0.00	1,058.31	18,000.00	18,000.00	16,941.69	6 %
2062 TENNIS COURTS	0.00	0.00	7,000.00	7,000.00	7,000.00	0 %
2063 BIKE PATH	0.00	0.00	69,731.00	69,731.00	69,731.00	0 %
2101 TBID	0.00	97,784.16	300,000.00	300,000.00	202,215.84	33 %
2170 Airport	0.00	0.00	34,500.00	34,500.00	34,500.00	0 %
2190 Comprehensive Liability	0.00	61,485.00	61,485.00	61,485.00	0.00	100 %
2220 Library Levy	0.00	0.00	130,000.00	130,000.00	130,000.00	0 %
2260 Emergency Disaster	0.00	278.00	29,000.00	29,000.00	28,722.00	1 %
2370 P.E.R.S. - Employer Contribution	11,950.89	102,040.28	258,317.00	258,317.00	156,276.72	40 %
2371 Employer Contribution Group Health	17,723.45	149,175.81	234,321.00	234,321.00	85,145.19	64 %
2372 Permissive Health LEVY	0.00	0.00	42,400.00	42,400.00	42,400.00	0 %
2390 Drug Forfeiture	0.00	2,575.93	25,000.00	25,000.00	22,424.07	10 %
2399 Impact Fees	0.00	0.00	270,000.00	270,000.00	270,000.00	0 %
2425 Street Lighting	12,436.82	100,036.14	148,000.00	148,000.00	47,963.86	68 %
2550 Tree Removal - Dutch Elm Disease	0.00	680.00	2,500.00	2,500.00	1,820.00	27 %
2565 City Wide Street Maintenance	21,901.79	333,956.35	357,004.00	357,004.00	23,047.65	94 %
2566 SNOW REMOVAL	10,981.46	131,120.46	199,108.00	199,108.00	67,987.54	66 %
2584 Mowing	0.00	15,418.00	15,000.00	15,000.00	-418.00	103 %
2598 MVS Park Maintenance #98	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
2810 Police Reserve Training	703.51	18,195.92	30,000.00	30,000.00	11,804.08	61 %
2820 Gas Apportionment Tax	0.00	39,348.45	234,200.00	234,200.00	194,851.55	17 %
2821 NEW FUEL TAX	2,100.00	257,145.05	145,000.00	145,000.00	-112,145.05	177 %
2890 Oil/Gas Severance	1,000.00	40,282.26	389,279.00	389,279.00	348,996.74	10 %



CITY OF SIDNEY  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 3 / 23

Item a.

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
2990 ARPA	0.00	0.00	1,583,600.00	1,583,600.00	1,583,600.00	0 %
3600 SID 100 SMV Paving	0.00	0.00	27,000.00	27,000.00	27,000.00	0 %
3601 SID 101A	0.00	0.00	26,500.00	26,500.00	26,500.00	0 %
3602 SID #102	0.00	33,134.47	80,500.00	80,500.00	47,365.53	41 %
3603 SID #103	0.00	0.00	1,600.00	1,600.00	1,600.00	0 %
3604 SID #104	0.00	25,996.45	55,000.00	55,000.00	29,003.55	47 %
4010 City Hall CIP	0.00	861.28	93,000.00	93,000.00	92,138.72	1 %
4015 Parks CIP	0.00	0.00	75,000.00	75,000.00	75,000.00	0 %
4020 Police CIP	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
4025 Police Investigative CIP	0.00	8,100.00	30,000.00	30,000.00	21,900.00	27 %
4030 Cap Proj-Street Equipment	0.00	0.00	106,500.00	106,500.00	106,500.00	0 %
4031 Cap Proj-Street Construction	0.00	0.00	173,750.00	173,750.00	173,750.00	0 %
4040 Capital Projects - Fire Equipment	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
4060 Enhancement Project-CTEP-Bike Path	0.00	0.00	65,000.00	65,000.00	65,000.00	0 %
4070 Downtown Enhancement Capital Project	0.00	0.00	12,500.00	12,500.00	12,500.00	0 %
5210 Water Utility	54,717.16	746,142.01	1,973,588.00	1,973,588.00	1,227,445.99	38 %
5211 WATER IMPACT FEES	0.00	0.00	219,000.00	219,000.00	219,000.00	0 %
5310 Sewer Utility	58,432.65	1,934,967.08	3,012,900.00	3,012,900.00	1,077,932.92	64 %
5311 SEWER IMPACT FEES	0.00	0.00	59,500.00	59,500.00	59,500.00	0 %
5410 Solid Waste	51,812.84	762,078.79	1,027,733.00	1,027,733.00	265,654.21	74 %
5710 Sweeping Operating	12,741.96	138,982.07	229,151.00	229,151.00	90,168.93	61 %
7120 Fire Disability	0.00	42,500.00	85,000.00	85,000.00	42,500.00	50 %
7920 RICHLAND COUNTY GRANT	0.00	0.00	1,800.00	1,800.00	1,800.00	0 %
<b>Grand Total:</b>	<b>406,478.77</b>	<b>6,579,017.98</b>	<b>14,656,770.00</b>	<b>14,656,770.00</b>	<b>8,077,752.02</b>	<b>45 %</b>

CITY OF SIDNEY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 3 / 23

Item a.

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 General	267,508.81	1,703,701.62	2,559,465.00	855,763.38	67 %
2060 PLAYGROUNDS & PARKS	1,000.00	16,750.00	125.00	-16,625.00	*** %
2061 BALLPARKS & BALLFIELDS	1,000.00	2,170.00	195.00	-1,975.00	*** %
2062 TENNIS COURTS	1,000.00	1,750.00	8,625.00	6,875.00	20 %
2063 BIKE PATH	1,000.00	1,900.00	20,150.00	18,250.00	9 %
2101 TBID	0.00	109,028.50	300,000.00	190,971.50	36 %
2170 Airport	1,148.62	24,446.11	36,392.00	11,945.89	67 %
2190 Comprehensive Liability	1,234.41	39,566.43	56,839.00	17,272.57	70 %
2220 Library Levy	1,812.70	122,791.46	199,259.00	76,467.54	62 %
2260 Emergency Disaster	1,021.63	5,891.16	5,485.00	-406.16	107 %
2370 P.E.R.S. - Employer Contribution	1,822.48	130,094.20	201,851.00	71,756.80	64 %
2371 Employer Contribution Group Health	1,474.29	87,838.00	135,237.00	47,399.00	65 %
2372 Permissive Health LEvy	170.16	25,168.42	42,404.00	17,235.58	59 %
2390 Drug Forfeiture	1,000.00	2,625.00	12,125.00	9,500.00	22 %
2399 Impact Fees	2,000.00	8,701.04	4,500.00	-4,201.04	193 %
2425 Street Lighting	2,746.41	104,283.42	150,850.00	46,566.58	69 %
2550 Tree Removal - Dutch Elm Disease	1,000.00	2,500.00	250.00	-2,250.00	*** %
2565 City Wide Street Maintenance	5,880.75	430,501.41	372,100.00	-58,401.41	116 %
2566 SNOW REMOVAL	500.00	715.00	114,035.00	113,320.00	1 %
2584 Mowing	1,000.00	11,221.52	5,400.00	-5,821.52	208 %
2598 MVS Park Maintenance #98	1,000.00	3,991.21	2,250.00	-1,741.21	177 %
2810 Police Reserve Training	500.00	750.00	16,050.00	15,300.00	5 %
2820 Gas Apportionment Tax	10,900.97	92,983.46	120,739.00	27,755.54	77 %
2821 NEW FUEL TAX	1,000.00	157,602.91	145,400.00	-12,202.91	108 %
2890 Oil/Gas Severance	3,026.01	363,401.81	275,550.00	-87,851.81	132 %
2990 ARPA	5,000.00	14,891.30	790,638.00	775,746.70	2 %

CITY OF SIDNEY  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 3 / 23

Item a.

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
3400 Revolving Fund	1,000.00	2,933.70	150.00	-2,783.70	*** %
3600 SID 100 SMV Paving	1,000.00	1,600.00	100.00	-1,500.00	*** %
3601 SID 101A	1,000.00	13,372.51	18,200.00	4,827.49	73 %
3602 SID #102	695.01	40,940.57	90,200.00	49,259.43	45 %
3603 SID #103	1,000.00	2,500.00	250.00	-2,250.00	*** %
3604 SID #104	509.94	31,752.17	60,200.00	28,447.83	53 %
4010 City Hall CIP	1,000.00	2,925.00	275.00	-2,650.00	*** %
4015 Parks CIP	1,000.00	2,050.00	10,675.00	8,625.00	19 %
4020 Police CIP	1,000.00	3,275.00	325.00	-2,950.00	*** %
4025 Police Investigative CIP	1,000.00	1,700.00	13,100.00	11,400.00	13 %
4030 Cap Proj-Street Equipment	1,000.00	3,625.00	13,875.00	10,250.00	26 %
4031 Cap Proj-Street Construction	1,000.00	3,625.00	46,375.00	42,750.00	8 %
4040 Capital Projects - Fire Equipment	3,500.00	12,125.00	101,375.00	89,250.00	12 %
4060 Enhancement Project-CTEP-Bike Path	1,000.00	3,575.00	200.00	-3,375.00	*** %
4070 Downtown Enhancement Capital Project	1,000.00	1,350.00	50.00	-1,300.00	*** %
4075 Curb & Sidewalk	1,000.00	2,750.00	2,529.00	-221.00	109 %
5210 Water Utility	147,708.15	1,642,534.38	2,277,350.00	634,815.62	72 %
5211 WATER IMPACT FEES	0.00	10,478.57	625.00	-9,853.57	*** %
5310 Sewer Utility	152,656.34	1,743,585.33	2,294,500.00	550,914.67	76 %
5311 SEWER IMPACT FEES	0.00	22,400.00	200.00	-22,200.00	*** %
5410 Solid Waste	6,880.56	468,102.35	726,000.00	257,897.65	64 %
5710 Sweeping Operating	2,804.75	202,184.09	314,836.00	112,651.91	64 %
7120 Fire Disability	364.86	56,731.34	105,763.00	49,031.66	54 %
<b>Grand Total:</b>	<b>643,866.85</b>	<b>7,741,378.99</b>	<b>11,653,067.00</b>	<b>3,911,688.01</b>	<b>66 %</b>

CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 3/23

Item a.

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 General						
101000 Cash - Operating	1,449,014.42	267,508.81	0.00	0.00	171,949.85	1,544,573.38
101240 UNRESTRICTED CASH ACCOUNT	1,063.67	0.00	0.00	0.00	0.00	1,063.67
102250 Cash-Capital Equipment	-1,358.00	0.00	0.00	0.00	0.00	-1,358.00
103000 Petty Cash	125.00	0.00	0.00	0.00	0.00	125.00
103100	150.00	0.00	0.00	0.00	0.00	150.00
<b>Total Fund</b>	<b>1,448,995.09</b>	<b>267,508.81</b>			<b>171,949.85</b>	<b>1,544,554.05</b>
2060 PLAYGROUNDS & PARKS						
101000 Cash - Operating	66,642.05	1,000.00	0.00	0.00	0.00	67,642.05
2061 BALLPARKS & BALLFIELDS						
101000 Cash - Operating	18,064.16	1,000.00	0.00	0.00	0.00	19,064.16
2062 TENNIS COURTS						
101000 Cash - Operating	56,058.23	1,000.00	0.00	0.00	0.00	57,058.23
2063 BIKE PATH						
101000 Cash - Operating	54,259.34	1,000.00	0.00	0.00	0.00	55,259.34
2101 TBID						
101000 Cash - Operating	15,636.60	0.00	0.00	0.00	0.00	15,636.60
2170 Airport						
101000 Cash - Operating	21,833.45	1,148.62	0.00	0.00	0.00	22,982.07
2190 Comprehensive Liability						
101000 Cash - Operating	-4,337.26	1,234.41	0.00	0.00	0.00	-3,102.85
2220 Library Levy						
101000 Cash - Operating	-34,730.68	1,812.70	0.00	0.00	0.00	-32,917.98
2260 Emergency Disaster						
101000 Cash - Operating	29,960.11	1,021.63	0.00	0.00	0.00	30,981.74
2270 Employee Health Levy						
101000 Cash - Operating	14.04	0.00	0.00	0.00	0.00	14.04
2350 Local Govt Study Commission						
101000 Cash - Operating	-0.32	0.00	0.00	0.00	0.00	-0.32
2370 P.E.R.S. - Employer Contribution						
101000 Cash - Operating	96,890.60	1,822.48	0.00	0.00	11,950.89	86,762.19
2371 Employer Contribution Group Health						
101000 Cash - Operating	54,706.41	1,474.29	0.00	0.00	17,723.45	38,457.25
2372 Permissive Health LEvy						
101000 Cash - Operating	24,998.26	170.16	0.00	0.00	0.00	25,168.42
2390 Drug Forfeiture						
101000 Cash - Operating	44,749.19	1,000.00	0.00	0.00	0.00	45,749.19
2399 Impact Fees						
101000 Cash - Operating	275,006.17	2,000.00	0.00	0.00	0.00	277,006.17
2425 Street Lighting						
101000 Cash - Operating	366,389.19	2,746.41	0.00	0.00	9,126.90	360,008.70
2550 Tree Removal - Dutch Elm Disease						
101000 Cash - Operating	3,454.01	1,000.00	0.00	0.00	0.00	4,454.01
2564 N-H Street Maintenance						
101000 Cash - Operating	1,428.40	0.00	0.00	0.00	0.00	1,428.40
2565 City Wide Street Maintenance						

CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 3/23

Item a.

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 Cash - Operating	186,612.74	5,880.75	0.00	0.00	23,612.89	168,880.60
2566 SNOW REMOVAL						
101000 Cash - Operating	-43,738.52	500.00	336.15	0.00	11,703.16	-54,605.53
2584 Mowing						
101000 Cash - Operating	71,451.28	1,000.00	0.00	0.00	0.00	72,451.28
2598 MVS Park Maintenance #98						
101000 Cash - Operating	20,048.13	1,000.00	0.00	0.00	0.00	21,048.13
2600 Curb & Sidewalk						
101000 Cash - Operating	0.01	0.00	0.00	0.00	0.00	0.01
2810 Police Reserve Training						
101000 Cash - Operating	7,123.92	500.00	0.00	0.00	3,249.99	4,373.93
2820 Gas Apportionment Tax						
101000 Cash - Operating	213,881.92	10,900.97	0.00	0.00	0.00	224,782.89
2821 NEW FUEL TAX						
101000 Cash - Operating	35,422.78	1,000.00	0.00	0.00	2,100.00	34,322.78
2890 Oil/Gas Severance						
101000 Cash - Operating	610,348.46	3,026.01	0.00	0.00	1,000.00	612,374.47
2917 Crime Victims Assistance						
101000 Cash - Operating	0.00	368.00	0.00	0.00	0.00	368.00
2927 FEMA Grant						
101000 Cash - Operating	0.18	0.00	0.00	0.00	0.00	0.18
2990 ARPA						
101000 Cash - Operating	1,593,685.79	5,000.00	0.00	0.00	0.00	1,598,685.79
3400 Revolving Fund						
101000 Cash - Operating	56,917.03	1,000.00	0.00	0.00	0.00	57,917.03
3600 SID 100 SMV Paving						
101000 Cash - Operating	27,715.09	1,000.00	0.00	0.00	0.00	28,715.09
3601 SID 101A						
101000 Cash - Operating	39,163.96	1,000.00	0.00	0.00	0.00	40,163.96
3602 SID #102						
101000 Cash - Operating	-62,272.39	695.01	0.00	0.00	0.00	-61,577.38
3603 SID #103						
101000 Cash - Operating	1,750.00	1,000.00	0.00	0.00	0.00	2,750.00
3604 SID #104						
101000 Cash - Operating	-37,250.98	509.94	0.00	0.00	0.00	-36,741.04
4010 City Hall CIP						
101000 Cash - Operating	92,605.00	0.00	0.00	0.00	0.00	92,605.00
101100 UNRESTRICTED CASH ACCOUNT	200.00	0.00	0.00	0.00	0.00	200.00
102000 Cash - Restricted	1,338.72	1,000.00	0.00	0.00	0.00	2,338.72
<b>Total Fund</b>	<b>94,143.72</b>	<b>1,000.00</b>				<b>95,143.72</b>
4015 Parks CIP						
101000 Cash - Operating	65,212.00	1,000.00	0.00	0.00	0.00	66,212.00
102250 Cash-Capital Equipment	200.00	0.00	0.00	0.00	0.00	200.00
<b>Total Fund</b>	<b>65,412.00</b>	<b>1,000.00</b>				<b>66,412.00</b>
4020 Police CIP						
101000 Cash - Operating	159,625.37	0.00	0.00	0.00	0.00	159,625.37

CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 3/23

Item a.

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101240 UNRESTRICTED CASH ACCOUNT	1,313.42	0.00	0.00	0.00	0.00	1,313.42
102250 Cash-Capital Equipment	1,839.25	1,000.00	0.00	0.00	0.00	2,839.25
<b>Total Fund</b>	<b>162,778.04</b>	<b>1,000.00</b>				<b>163,778.04</b>
4025 Police Investigative CIP						
101000 Cash - Operating	41,000.00	0.00	0.00	0.00	0.00	41,000.00
102250 Cash-Capital Equipment	-17,525.67	1,000.00	0.00	0.00	2,100.00	-18,625.67
<b>Total Fund</b>	<b>23,474.33</b>	<b>1,000.00</b>			<b>2,100.00</b>	<b>22,374.33</b>
4030 Cap Proj-Street Equipment						
101000 Cash - Operating	92,526.39	0.00	0.00	0.00	0.00	92,526.39
101240 UNRESTRICTED CASH ACCOUNT	5,708.78	0.00	0.00	0.00	0.00	5,708.78
102250 Cash-Capital Equipment	-2,941.00	1,000.00	0.00	0.00	0.00	-1,941.00
<b>Total Fund</b>	<b>95,294.17</b>	<b>1,000.00</b>				<b>96,294.17</b>
4031 Cap Proj-Street Construction						
101000 Cash - Operating	34,461.57	0.00	0.00	0.00	0.00	34,461.57
101240 UNRESTRICTED CASH ACCOUNT	93,174.51	0.00	0.00	0.00	0.00	93,174.51
102250 Cash-Capital Equipment	3,000.00	1,000.00	0.00	0.00	0.00	4,000.00
<b>Total Fund</b>	<b>130,636.08</b>	<b>1,000.00</b>				<b>131,636.08</b>
4040 Capital Projects - Fire Equipment						
101000 Cash - Operating	655,900.00	0.00	0.00	0.00	0.00	655,900.00
101240 UNRESTRICTED CASH ACCOUNT	104,851.46	0.00	0.00	0.00	0.00	104,851.46
102250 Cash-Capital Equipment	-158,649.17	3,500.00	0.00	0.00	0.00	-155,149.17
<b>Total Fund</b>	<b>602,102.29</b>	<b>3,500.00</b>				<b>605,602.29</b>
4060 Enhancement Project-CTEP-Bike Path						
101000 Cash - Operating	2,000.00	0.00	0.00	0.00	0.00	2,000.00
101240 UNRESTRICTED CASH ACCOUNT	64,120.05	0.00	0.00	0.00	0.00	64,120.05
102250 Cash-Capital Equipment	2,775.00	1,000.00	0.00	0.00	0.00	3,775.00
<b>Total Fund</b>	<b>68,895.05</b>	<b>1,000.00</b>				<b>69,895.05</b>
4070 Downtown Enhancement Capital Project						
101000 Cash - Operating	6,886.03	0.00	0.00	0.00	0.00	6,886.03
101240 UNRESTRICTED CASH ACCOUNT	5,567.04	0.00	0.00	0.00	0.00	5,567.04
102250 Cash-Capital Equipment	400.00	1,000.00	0.00	0.00	0.00	1,400.00
<b>Total Fund</b>	<b>12,853.07</b>	<b>1,000.00</b>				<b>13,853.07</b>
4075 Curb & Sidewalk						
101000 Cash - Operating	8,810.92	0.00	0.00	0.00	0.00	8,810.92
102240 Cash-Replacement & Depreciation	-12,019.00	1,000.00	0.00	0.00	0.00	-11,019.00
<b>Total Fund</b>	<b>-3,208.08</b>	<b>1,000.00</b>				<b>-2,208.08</b>
4204 SID #104						
101000 Cash - Operating	0.21	0.00	0.00	0.00	0.00	0.21
5210 Water Utility						
101000 Cash - Operating	3,827,736.60	146,715.92	0.00	0.00	63,263.79	3,911,188.73
101235 UNRESTRICTED CASH ACCOUNT	80,736.41	0.00	0.00	0.00	0.00	80,736.41
101240 UNRESTRICTED CASH ACCOUNT	1,047,208.12	0.00	0.00	0.00	0.00	1,047,208.12
102200 Cash-Restricted for Bond	4,613.00	0.00	0.00	0.00	0.00	4,613.00
102230 Cash-Reserve for Rural	288,507.00	0.00	0.00	0.00	0.00	288,507.00
102250 Cash-Capital Equipment	-39,950.00	0.00	0.00	0.00	0.00	-39,950.00
103000 Petty Cash	225.00	0.00	0.00	0.00	0.00	225.00
<b>Total Fund</b>	<b>5,209,076.13</b>	<b>146,715.92</b>			<b>63,263.79</b>	<b>5,292,528.26</b>

CITY OF SIDNEY  
Cash Report  
For the Accounting Period: 3/23

Item a.

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
5211 WATER IMPACT FEES						
101000 Cash - Operating	234,031.76	0.00	0.00	0.00	0.00	234,031.76
5310 Sewer Utility						
101000 Cash - Operating	1,720,540.78	148,674.09	3,570.06	0.00	58,618.56	1,814,166.37
101240 UNRESTRICTED CASH ACCOUNT	1,066,236.41	0.00	0.00	0.00	0.00	1,066,236.41
102200 Cash-Restricted for Bond	776,399.00	0.00	0.00	0.00	0.00	776,399.00
<b>Total Fund</b>	<b>3,563,176.19</b>	<b>148,674.09</b>	<b>3,570.06</b>		<b>58,618.56</b>	<b>3,656,801.78</b>
5311 SEWER IMPACT FEES						
101000 Cash - Operating	81,904.28	0.00	0.00	0.00	0.00	81,904.28
5410 Solid Waste						
101000 Cash - Operating	-225,360.39	6,880.56	0.00	0.00	53,371.26	-271,851.09
101240 UNRESTRICTED CASH ACCOUNT	659,053.75	0.00	0.00	0.00	0.00	659,053.75
<b>Total Fund</b>	<b>433,693.36</b>	<b>6,880.56</b>			<b>53,371.26</b>	<b>387,202.66</b>
5710 Sweeping Operating						
101000 Cash - Operating	368,078.32	2,804.75	0.00	0.00	11,438.43	359,444.64
7075 Swim Pool Handicapped Endowment						
101000 Cash - Operating	6,389.30	0.00	0.00	0.00	0.00	6,389.30
7120 Fire Disability						
101000 Cash - Operating	-5,692.68	364.86	0.00	0.00	0.00	-5,327.82
7458 City Court- HB 176 Surcharge						
101000 Cash - Operating	7.00	320.00	0.00	0.00	368.00	-41.00
7467 City Court - MT Law Enf. Academy						
101000 Cash - Operating	-15,067.12	390.00	0.00	0.00	710.00	-15,387.12
7910 Payroll						
101000 Cash - Operating	-1,306,233.84	0.00	283,672.60	211,561.25	0.00	-1,234,122.49
7930 Claims						
101000 Cash - Operating	84,586.11	0.00	154,708.36	21,315.20	0.00	217,979.27
7970 Grant-Richland County						
101000 Cash - Operating	1,807.07	0.00	0.00	0.00	0.00	1,807.07
<b>Totals</b>	<b>15,169,013.20</b>	<b>639,970.37</b>	<b>442,287.17</b>	<b>232,876.45</b>	<b>442,287.17</b>	<b>15,576,107.12</b>

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

Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
PR 230300	3/23						03/30/23			jess
	1	1000	101000		Employer Contributions				10,654.23	
	2	1000	101000		Payroll Expenditure				98,035.85	
	3	1000	410130	100	Payroll Expenditure			1,500.00		
	4	1000	410130	142	Employer Contributions			9.90		
	5	1000	410130	143	Employer Contributions			114.78		
	6	1000	410210	100	Payroll Expenditure			2,050.00		
	7	1000	410210	142	Employer Contributions			13.53		
	8	1000	410210	143	Employer Contributions			134.00		
	9	1000	410540	100	Payroll Expenditure			1,931.84		
	10	1000	410540	141	Employer Contributions			6.77		
	11	1000	410540	142	Employer Contributions			12.67		
	12	1000	410540	143	Employer Contributions			140.76		
	13	1000	410550	100	Payroll Expenditure			1,931.86		
	14	1000	410550	141	Employer Contributions			6.76		
	15	1000	410550	142	Employer Contributions			12.77		
	16	1000	410550	143	Employer Contributions			140.84		
	17	1000	420100	100	Payroll Expenditure			78,814.64		
	18	1000	420100	141	Employer Contributions			275.86		
	19	1000	420100	142	Employer Contributions			2,493.91		
	20	1000	420100	143	Employer Contributions			5,896.47		
	21	1000	420400	100	Payroll Expenditure			3,119.28		
	22	1000	420400	141	Employer Contributions			10.92		
	23	1000	420400	142	Employer Contributions			244.50		
	24	1000	420400	143	Employer Contributions			216.60		
	25	1000	420531	100	Payroll Expenditure			3,769.17		
	26	1000	420531	141	Employer Contributions			13.20		
	27	1000	420531	142	Employer Contributions			29.20		
	28	1000	420531	143	Employer Contributions			266.28		
	29	1000	460430	100	Payroll Expenditure			4,269.17		
	30	1000	460430	141	Employer Contributions			14.93		
	31	1000	460430	142	Employer Contributions			229.00		
	32	1000	460430	143	Employer Contributions			309.98		
	33	1000	460445	100	Payroll Expenditure			649.89		
	34	1000	460445	141	Employer Contributions			2.27		
	35	1000	460445	142	Employer Contributions			8.61		
	36	1000	460445	143	Employer Contributions			49.72		
	37	2370	101000		Employer Contributions				11,950.89	
	38	2370	410130	144	Employer Contributions			44.86		
	39	2370	410540	144	Employer Contributions			173.27		
	40	2370	410550	144	Employer Contributions			173.29		
	41	2370	420100	144	Employer Contributions			10,500.33		
	42	2370	420400	144	Employer Contributions			279.81		
	43	2370	420531	144	Employer Contributions			338.10		
	44	2370	460430	144	Employer Contributions			382.94		
	45	2370	460445	144	Employer Contributions			58.29		
	46	2371	101000		Employer Contributions				17,723.45	
	47	2371	410130	146	Employer Contributions			7.00		
	48	2371	410210	146	Employer Contributions			2,549.43		
	49	2371	410540	146	Employer Contributions			490.79		



Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
	50	2371	410550	146	Employer Contributions			487.31		
	51	2371	420100	146	Employer Contributions			10,975.42		
	52	2371	420400	146	Employer Contributions			881.22		
	53	2371	420531	146	Employer Contributions			882.97		
	54	2371	430200	146	Employer Contributions			3.51		
	55	2371	460430	146	Employer Contributions			1,444.05		
	56	2371	460445	146	Employer Contributions			1.75		
	57	2565	101000		Employer Contributions				4,642.93	
	58	2565	101000		Payroll Expenditure				10,462.26	
	59	2565	430200	100	Payroll Expenditure			10,462.26		
	60	2565	430200	141	Employer Contributions			36.63		
	61	2565	430200	142	Employer Contributions			556.90		
	62	2565	430200	143	Employer Contributions			770.70		
	63	2565	430200	144	Employer Contributions			938.46		
	64	2565	430200	146	Employer Contributions			2,340.24		
	65	2566	101000		Employer Contributions				2,894.53	
	66	2566	101000		Payroll Expenditure				5,600.70	
	67	2566	430251	100	Payroll Expenditure			5,600.70		
	68	2566	430251	141	Employer Contributions			19.60		
	69	2566	430251	142	Employer Contributions			298.90		
	70	2566	430251	143	Employer Contributions			408.68		
	71	2566	430251	144	Employer Contributions			502.38		
	72	2566	430251	146	Employer Contributions			1,664.97		
	73	5210	101000		Employer Contributions				10,698.50	
	74	5210	101000		Payroll Expenditure				26,103.75	
	75	5210	430500	100	Payroll Expenditure			26,103.75		
	76	5210	430500	141	Employer Contributions			91.36		
	77	5210	430500	142	Employer Contributions			1,184.31		
	78	5210	430500	143	Employer Contributions			1,931.43		
	79	5210	430500	144	Employer Contributions			2,341.50		
	80	5210	430500	146	Employer Contributions			5,149.90		
	81	5310	101000		Employer Contributions				9,512.49	
	82	5310	101000		Payroll Expenditure				22,205.09	
	83	5310	430600	100	Payroll Expenditure			22,205.09		
	84	5310	430600	141	Employer Contributions			77.70		
	85	5310	430600	142	Employer Contributions			818.56		
	86	5310	430600	143	Employer Contributions			1,634.85		
	87	5310	430600	144	Employer Contributions			1,991.79		
	88	5310	430600	146	Employer Contributions			4,989.59		
	89	5410	101000		Employer Contributions				13,378.13	
	90	5410	101000		Payroll Expenditure				29,662.35	
	91	5410	430830	100	Payroll Expenditure			29,662.35		
	92	5410	430830	141	Employer Contributions			103.80		
	93	5410	430830	142	Employer Contributions			1,506.52		
	94	5410	430830	143	Employer Contributions			2,191.00		
	95	5410	430830	144	Employer Contributions			2,660.73		
	96	5410	430830	146	Employer Contributions			6,916.08		
	97	5710	101000		Employer Contributions				3,444.60	
	98	5710	101000		Payroll Expenditure				6,702.85	
	99	5710	430252	100	Payroll Expenditure			6,702.85		

Doc #	Line #	Fund Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
	100	5710	430252	141	Employer Contributions			23.48		
	101	5710	430252	142	Employer Contributions			273.21		
	102	5710	430252	143	Employer Contributions			485.99		
	103	5710	430252	144	Employer Contributions			601.25		
	104	5710	430252	146	Employer Contributions			2,060.67		
	105	7910	101000		Direct Deposit Clearing				126,788.27	
	106	7910	101000		Electronic Check				84,772.98	
	107	7910	101000		Employee Checks			198,772.85		
	108	7910	101000		Employer Contributions			84,899.75		
	109	7910	201000		Check for tax/benefit plan				81,261.60	
	110	7910	201000		Employee Checks				7,069.58	
	111	7910	212200		Electronic Check			16,461.12		
	112	7910	212200		Employee Deduction				6,328.50	
	113	7910	212200		Employer Contributions				10,132.62	
	114	7910	212501		Electronic Check			29,384.16		
	115	7910	212501		Employee Deduction				14,692.08	
	116	7910	212501		Employer Contributions				14,692.08	
	117	7910	212502		Electronic Check			20,413.98		
	118	7910	212502		Employee Deduction				9,559.60	
	119	7910	212502		Employer Contributions				10,854.38	
	120	7910	212503		Electronic Check			2,041.97		
	121	7910	212503		Employer Contributions				683.28	
	122	7910	212504		Check for tax/benefit plan			22,560.63		
	123	7910	212504		Employer Contributions				7,692.49	
	124	7910	212505		Electronic Check			15,972.95		
	125	7910	212505		Employee Deduction				15,972.95	
	126	7910	212506		Check for tax/benefit plan			8,828.00		
	127	7910	212506		Employee Deduction				8,828.00	
	128	7910	212510		Check for tax/benefit plan			49,872.97		
	129	7910	212510		Electronic Check			498.80		
	130	7910	212510		Employee Deduction				9,533.87	
	131	7910	212510		Employer Contributions				40,844.90	
UB	2279	3/23					04/03/23			UB
	1	5210	122000		Billing - UB			146,202.35		
	2	5210	313021		Billing - UB				704.94	
	3	5210	343021		Billing - UB				145,497.41	
	4	5310	122000		Billing - UB			153,055.53		
	5	5310	343031		Billing - UB				153,055.53	
UB	2280	3/23					04/03/23			UB
	1	5210	101000		Receipts - ACH   UB			25,231.01		
	2	5210	122000		Receipts - ACH   UB				25,231.01	
	3	5310	101000		Receipts - ACH   UB			26,254.88		
	4	5310	122000		Receipts - ACH   UB				26,254.88	
UB	2281	3/23					04/03/23			UB
	1	5210	101000		Batch Payment ONLINE			151.63		
	2	5210	122000		Batch Payment ONLINE				151.63	
	3	5310	101000		Batch Payment ONLINE			140.76		
	4	5310	122000		Batch Payment ONLINE				140.76	

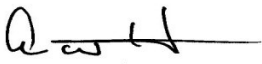
Doc #	Line #	Fund	Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
UB	2282	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			1,054.59		
	2	5210		122000		Batch Payment ONLINE				1,054.59	
	3	5310		101000		Batch Payment ONLINE			986.46		
	4	5310		122000		Batch Payment ONLINE				986.46	
UB	2283	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			196.62		
	2	5210		122000		Batch Payment ONLINE				196.62	
	3	5310		101000		Batch Payment ONLINE			369.07		
	4	5310		122000		Batch Payment ONLINE				369.07	
UB	2284	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			2,009.65		
	2	5210		122000		Batch Payment ONLINE				2,009.65	
	3	5310		101000		Batch Payment ONLINE			2,298.68		
	4	5310		122000		Batch Payment ONLINE				2,298.68	
UB	2285	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			515.83		
	2	5210		122000		Batch Payment ONLINE				515.83	
	3	5310		101000		Batch Payment ONLINE			599.70		
	4	5310		122000		Batch Payment ONLINE				599.70	
UB	2286	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			280.61		
	2	5210		122000		Batch Payment ONLINE				280.61	
	3	5310		101000		Batch Payment ONLINE			358.35		
	4	5310		122000		Batch Payment ONLINE				358.35	
UB	2287	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			943.65		
	2	5210		122000		Batch Payment ONLINE				943.65	
	3	5310		101000		Batch Payment ONLINE			884.99		
	4	5310		122000		Batch Payment ONLINE				884.99	
UB	2288	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			1,082.07		
	2	5210		122000		Batch Payment ONLINE				1,082.07	
	3	5310		101000		Batch Payment ONLINE			1,070.93		
	4	5310		122000		Batch Payment ONLINE				1,070.93	
UB	2289	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			270.71		
	2	5210		122000		Batch Payment ONLINE				270.71	
	3	5310		101000		Batch Payment ONLINE			334.33		
	4	5310		122000		Batch Payment ONLINE				334.33	
UB	2290	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			2,672.54		
	2	5210		122000		Batch Payment ONLINE				2,672.54	
	3	5310		101000		Batch Payment ONLINE			2,768.52		
	4	5310		122000		Batch Payment ONLINE				2,768.52	
UB	2291	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			446.82		
	2	5210		122000		Batch Payment ONLINE				446.82	
	3	5310		101000		Batch Payment ONLINE			425.15		
	4	5310		122000		Batch Payment ONLINE				425.15	

Doc #	Line #	Fund	Org	Account	Object	Description Fund Account	Type	Date	Debit Amount	Credit Amount	User ID/ Proj
UB	2292	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			266.19		
	2	5210		122000		Batch Payment ONLINE				266.19	
	3	5310		101000		Batch Payment ONLINE			384.76		
	4	5310		122000		Batch Payment ONLINE				384.76	
UB	2293	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			199.38		
	2	5210		122000		Batch Payment ONLINE				199.38	
	3	5310		101000		Batch Payment ONLINE			247.29		
	4	5310		122000		Batch Payment ONLINE				247.29	
UB	2294	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			97.89		
	2	5210		122000		Batch Payment ONLINE				97.89	
	3	5310		101000		Batch Payment ONLINE			104.64		
	4	5310		122000		Batch Payment ONLINE				104.64	
UB	2295	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			303.72		
	2	5210		122000		Batch Payment ONLINE				303.72	
	3	5310		101000		Batch Payment ONLINE			230.55		
	4	5310		122000		Batch Payment ONLINE				230.55	
UB	2296	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			154.24		
	2	5210		122000		Batch Payment ONLINE				154.24	
	3	5310		101000		Batch Payment ONLINE			184.44		
	4	5310		122000		Batch Payment ONLINE				184.44	
UB	2297	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			72.85		
	2	5210		122000		Batch Payment ONLINE				72.85	
UB	2298	3/23						04/03/23			UB
	1	5210		101000		Batch Payment ONLINE			130.92		
	2	5210		122000		Batch Payment ONLINE				130.92	
	3	5310		101000		Batch Payment ONLINE			113.28		
	4	5310		122000		Batch Payment ONLINE				113.28	
UB	2299	3/23					TRANSFER	04/03/23			UB
	1	5210		122000		Adj-UB Auto Distribute			3,441.64		
	2	5210		101000		Adj-UB Auto Distribute				3,441.64	
	3	5310		101000		Adj-UB Auto Distribute			3,441.64		
	4	5310		122000		Adj-UB Auto Distribute				3,441.64	
UB	2300	3/23						04/03/23			UB
	1	5210		343021		Adjustment - UB			135.06		
	2	5210		122000		Adjustment - UB				135.06	
	3	5310		343031		Adjustment - UB			399.19		
	4	5310		122000		Adjustment - UB				399.19	
								Grand Total	1,113,892.89	1,113,892.89	



## MONTANA MUNICIPAL INTERLOCAL AUTHORITY WORKERS' COMPENSATION PROGRAM

**TO:** Jessica Chamberlin  
City of Sidney

**FROM:** Alan W. Hulse, CEO 

**DATE:** April 7, 2023

**RE:** **WORKERS' COMPENSATION PROGRAM FINAL RATES FY 2023/2024**

MMIA's Board of Directors (BOD) adopted, with the Program actuary's concurrence, **final rates** for the Workers' Compensation Program for fiscal year 2023/2024 which represent an **8.25% overall decrease** from last year's rates.

Factors that affect individual member-owner's financial responsibility include individual experience rating modification (MOD) factor, changes in total payroll, volume discounts, and any retrospective assessment (retro). These factors are summarized into the Combined Payroll Accrual Factor (CPAF) to minimize impacts to your payroll process. The CPAF is the rate for entry into your payroll system in lieu of the MOD factor.

The MMIA continues to implement additional rating strategies deployed last year to remain competitive in the market. The strategies include funding at a reduced risk margin, volume discounts and utilization of an expense constant and NCCI class code relativities. We are confident that our rates remain competitive in the marketplace while providing the stability and consistency that member-owners rely upon.

**Transparency, Stability and Consistency** – MMIA is owned and driven by you, the cities and towns of Montana! We are dedicated to serving member-owners. If you have any questions regarding this memo or how your rates are calculated, please contact Alan Hulse, CEO at 406-495-7014.

FY 2023/2024 Final		
Classification Code	Description	Rates (per \$100 of payroll)
7704	Firefighters	\$6.462
7720	Police Officers	\$3.041
8743	Professional & Administrative Employees	\$0.633
8810	Clerical Office Employees	\$0.252
9410	Municipal Non-Professional Employees	\$1.418
9420	All Other Employees	\$5.164

FY 2023/2024 Factors	
MOD	0.96
CPAF	0.9194

## Volunteer Coverage

In addition to covering your emergency service volunteers, you may elect to cover other volunteers. **All volunteers** must be reported with your quarterly payroll report. You must list the name, last four digits of their social security number or their date of birth, hours volunteered during the period, and the appropriate class code applicable for each individual volunteer. If you elect to cover **any** volunteers, you should cover **all** volunteers. Assessment is determined by volunteer type for each individual:

1. **Volunteer Emergency Services Volunteers:** The payroll base for volunteer emergency service individuals (Police, Fire, and/or Ambulance) is \$50/month, \$150/quarter, or the actual remuneration, whichever is greater.
2. **Court Appointed Workers:** You must report court appointed workers performing community service under the control or direction of the city. Report the individuals' name, social security number, hours worked and current minimum wage for the appropriate class code for the duties they perform.
3. **Consistent Volunteer:** Individuals who volunteer in excess of fifteen (15) hours per month. Report individual wages at a rate of \$100.00 per month at the appropriate Class Code.
4. **Regular Volunteer:** Individuals who volunteer between one (1) and fifteen (15) hours per month. Report individual wages at a rate of \$50.00 per month at the appropriate Class Code.
5. **Casual Volunteers:** The casual volunteer is an individual who volunteers for a special event, for example, a fun run, art walk, city park clean-up day or other event sponsored by the city. **For casual volunteers to be covered, you must have a coverage determination from MMIA PRIOR to your event. To receive a determination, you must submit an application for coverage to MMIA. The application is available on the MMIA website or by clicking on the following link: [Casual Volunteer Workers Compensation Coverage Application](#). MMIA will then notify you of the coverage determination. Coverage will not be bound until the roster and payment of the invoice is received by MMIA.**

Casual Volunteers	
Number of Casual Volunteers	Standard Assessment
1 – 25	\$91
26 – 100	\$161
101 – 199	\$186
200 – 299	\$238
For every 100 volunteers above 299	\$64

**Example: Assessment for 399 casual volunteers would be \$238 + \$64 = \$302**

The coverage declarations page will be issued in early July. The annual workers' compensation posting notice will be issued in December in accordance with the MMIA's annual program approval by the Montana Department of Labor & Industry. If you have any questions regarding volunteer coverage, please contact Ann Komac or Britani Laughery (406) 495-7004.

## Workers' Compensation Classification Code Descriptions

**7704 Firefighters** – This classification applies to firefighters employed by incorporated cities and towns. It does not apply to special firefighting crews employed by the covered party other than municipalities for fire protection on their own premises. This classification includes part-time or volunteer firefighters and paid and/or volunteer ambulance personnel. Whenever part-time or volunteer emergency service personnel are employed, the actual remuneration of all such persons shall be included with the payroll firefighters in computing the premium. In no case, however, shall the remuneration of any such personnel be less than \$600 per person per annum (i.e., \$50/month - \$150/quarter - \$600/year).

**7720 Police Officers** – This classification applies to all police department employees (i.e., police officers, emergency service radio dispatchers, etc.) of incorporated cities and towns except clerical office employees (i.e., secretaries, file clerks etc.) qualifying for the assignment of code 8810. The classification for police officers also applies to volunteer or auxiliary police officers, correction department employees, juvenile/probation officers, meter maids, jail employees, and chaplains, etc.

**8743 Professional and Administrative Employees** – This classification applies to all councilpersons, mayors, city managers, city/county commissioners, city/town clerk-treasurers, examiners, judges (i.e., city district, election, justices of the peace, and police judges), department heads, collectors, messengers, assessors, auditors, librarians, nurses (other than hospital or nursing home), social case workers, surveyors (not street or highway), supervisors, and other similar employees whose duties are not confined to the office.

**8810 Clerical Office Employees** – This classification applies to those employees and supervisors whose duties are confined to keeping the books or records of the covered party and whose duties are confined to the office. For example, bookkeepers, draftspersons, file clerks, secretaries, typists, receptionists, telephone operators, radio dispatchers (non-emergency services), engineers, etc. If any clerical office employee is exposed to an operative hazard of the business, the entire payroll shall be assigned to the highest rated classification of work to which this person is exposed.

**9410 Municipal Non-Professional Employees** – This classification applies to employees and supervisors whose duties are not confined to the office. For example: airports (lawn mowing, snow removal, not pilots), animal control, building maintenance, cemeteries, commissioners (not city/county elected), hospitals (not doctors), inspectors, laboratories, meter readers, night watchpersons, parks, sewage disposal plants, surveyors (street or highway), swimming pools (lifeguards, pool maintenance), water plants.

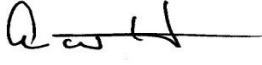
**9420 All Other Employees** – This classification includes, but is not limited to, pilots, warehouse workers, and drivers and employees who are engaged in the following occupations: bridge repair, carpenters, electricians, fence erection and repair, fish hatchery, laborers – general, mechanics, plumbers, road repair, sewer dept. (outside), shop employees, sign erection and repair, solid waste collection, street sanding/plowing, transit (bus & trolley drivers), truck drivers, water dept. (outside), work release (court ordered).





## MONTANA MUNICIPAL INTERLOCAL AUTHORITY LIABILITY PROGRAM

**TO:** Jessica Chamberlin  
City of Sidney

**FROM:** Alan W. Hulse, CEO 

**DATE:** April 7, 2023

**RE:** **LIABILITY RETRO DISTRIBUTION MEMO 2023/2024**

The Program Agreement for the MMIA Liability Risk Retention Program specifies that a retrospective assessment adjustment calculation (retro) be performed each year. The purpose of the retro calculation is to make adjustments to account for the difference between expected claims and actual claims. Retro calculations are driven by individual member loss experience as well as overall pool loss experience. See the Liability Program Agreement for a description of the calculation methodology.

Each year the MMIA Board of Directors reviews the Liability Program's financial position. The Board makes a determination on whether to distribute money back to members, collect extra money from members through assessments, or take no action.

The MMIA Board of Directors has chosen to distribute \$500,000 back to the membership in the MMIA Liability Program. This marks the tenth consecutive year the MMIA has distributed money back to the membership. Over the past ten years, the MMIA has distributed a total of \$24,500,000 to our members. This is truly a testament to the Memberships' overall efforts in managing exposures in your communities and practicing proactive risk management.

Fund distributions are allocated as follows:

- 30% will be returned to members based on their percentage of a five-year average of premiums collected in a period ending five years prior to the current year. Members with a negative fund balance will not receive a distribution; their allocation will be applied against their negative fund balance. This change will result in gradual decrease in members fund deficit.
- 70% will be returned to only those members with positive fund balances as of latest Member Accounting Statement date. Those with negative fund balances as of that date will not be assessed anything, but neither will they receive anything from this part of distribution. Those with positive fund balances will receive amounts based on their percentage of the total positive fund balance for the statement date to be used for the allocation.

The City of Sidney distribution for this year will be **\$7,601.00**.

Those members receiving distributions may elect to deduct their distribution from their Liability assessment due in August or to receive the entire amount in check form. Should you elect to receive your distribution by check, please send an email to [finance@mmia.net](mailto:finance@mmia.net) no later than June 15, 2023. Include the name of your city/town along with 'check please' in the subject line of the email. If we do not receive your email indicating your preference for a check, we will include a credit on your liability assessment invoice sent in late July. All requested distribution checks will be issued no later than July 15, 2023.

This is not an invoice. Please do not forward monies. If you have questions, please do not hesitate to call Kayla Forgey or J.T. Linder at 800-635-3089.

### **Additional Information**

The member accounting process includes the allocation of the total Liability Program revenue, expense, and changes in unpaid claims liabilities for each fiscal year since the inception of the program. Each member receives an annual report outlining their "Change in Net Position". Each fiscal year the change in net position increase (decrease) is added to (subtracted from) the ending cumulative net position for the previous fiscal year, calculated by member. The member accounting revenue allocated includes assessments, start-up fees, investment income, and other non-operating revenue. The member accounting expenses allocated include claims paid, administration and operating expenses, and other non-operating expenses. The member unpaid claims liabilities allocated include estimated claims reported but unpaid, estimated claims incurred but not reported and loss development, and estimated related adjustment expenses. In any given year, this methodology may be changed based on a determination of the Board in consultation with the Program Actuary.

### **Retroactive Assessments**

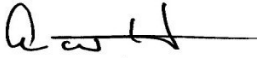
Retro Assessments have been a rare event, given the Board's ability to monitor and affect the target equity range annually through regular funding processes. In the event an assessment is necessary, and after the Board has determined the total amount to be assessed, the members will be assessed as follows:

- 30% will be assessed to members based on their percentage of a five-year average of premiums collected in a period ending five years prior to the current year.
- 70% will be assessed to only those members with negative fund balances as of the latest Member Accounting Statement date. Those with positive fund balances as of that date will not be assessed for any part of this 70%. Those with negative fund balances will be assessed amounts based on their percentage of the total negative fund balance for the statement date to be used for the allocation.



## MONTANA MUNICIPAL INTERLOCAL AUTHORITY LIABILITY PROGRAM

**TO:** Jessica Chamberlin  
City of Sidney

**FROM:** Alan W. Hulse, CEO 

**DATE:** April 6, 2023

**RE:** **LIABILITY PROGRAM FINAL RATES FY 2023/2024**

The MMIA Board of Directors adopted, at the Program actuary's recommendation, **final rates** for the Liability Program for fiscal year 2023/2024. This year's rates **remain flat with no increase over last year's rates**. Additionally, the MMIA Board of Directors has decided to distribute to the Membership \$500,000 in unrestricted surplus this year. With this year's distribution, the MMIA has distributed \$24,500,000 to the Membership over the past ten years.

Factors that affect individual member-owner's financial responsibility include: the deductible level elected, individual experience rating modification (MOD) factor, changes in total payroll, and any retrospective assessment (retro). All of these factors assist in balancing the burden of individual member-owner losses against the financial impact on the total program membership.

**Deductible Elections** – Member-owners may select the deductible level that is not more than two deductible steps from their current deductible. If you change your deductible, you must indicate this on your assessment invoice and submit a request on letterhead for MMIA's approval. Invoices will be sent in June, with payment and supporting documentation due by August 15, 2023. For questions regarding deductible elections, payroll, and invoices, please contact Kayla Forgey at 406-495-7019 or [kforgey@mmia.net](mailto:kforgey@mmia.net), or JT Linder at 406-495-7023 or [jlinder@mmia.net](mailto:jlinder@mmia.net).

**Table 1: FY 2023/2024 Experience Modification Factor and Current Deductible Election**

<b>FY 2023/2024 MOD</b>	1.02
<b>Current deductible</b>	\$1,500
<b>Minimum billing for municipalities with limited payroll</b>	\$1,840

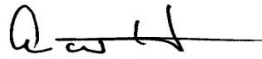
**Table 2: FY 2023/2024 Deductibles and Rates**

<b>Deductible</b>	<b>Base Rate (per \$100 payroll)</b>
\$750	\$4.47
\$1,500	\$4.40
\$3,750	\$4.24
\$7,500	\$4.09
\$11,250	\$3.96
\$15,000	\$3.86
\$25,000	\$3.64
\$50,000	\$3.25

**MONTANA MUNICIPAL INTERLOCAL AUTHORITY  
PROPERTY PROGRAM**

**TO:** Jessica Chamberlin  
City of Sidney

**FROM:** Alan W. Hulse, CEO



**DATE:** April 13, 2023

**RE: PROPERTY PROGRAM FINAL RATES FY 2023/2024**

MMIA’s Board of Directors adopted, with the Program Actuary’s recommendation, **final rates** for the fiscal year 2023/2024 for the Property Program. Auto Physical Damage (APD) is rated separately from Contractor Equipment and Real & Personal Property to reflect the cost of coverage more accurately for each property type. These approved rates represent a **10.51% increase in the aggregate rate for APD** and a **11.11% increase in the aggregate rate for Contractor Equipment and Real & Personal Property** from last year’s rates. For member-owners that have elected to participate in the Crime and Fidelity Coverage in addition to participating in the Property Program, that rate has remained at \$7.50 per person.

These rates represent a difficult year in the Property Program. MMIA member-owners experienced multiple large losses over this past year, and although commercial rates have minimal effect on MMIA’s rating processes, commercial markets have also seen large increases. We are also being required to take a mandatory 7.5% increase on the scheduled values of all real property and contents due to the extremely high inflation we have seen over the past few years. This is a mandatory requirement imposed by the reinsurance Underwriters. The 7.5% increases are reflected in the total insured values in Table 2.

Factors that impact individual member-owner’s financial responsibility include: the deductible level elected, additions to the property schedule, and valuation changes on scheduled items. To calculate the 2023/2024 assessment, use the total insured values from Table 2, and the corresponding rates for each coverage category in Table 1 based on the deductible selected with the following formula: Total Insured Value/\$100 x Rate. Complete this calculation for each category and sum the totals. The last step is to add the cost of crime coverage to the sum for property coverage. The crime coverage formula is Rate x Number of Employees. As noted earlier, the 2023/2024 rate for crime coverage is \$7.50.

**Table 1: FY 2023/2024 Rates**

Deductible	APD per \$100 TIV	Contractor Equipment per \$100 TIV	Real & Personal Property per \$100 TIV
\$1,000	\$.425	\$.152	\$.152
\$2,500	\$.375	\$.148	\$.148
\$5,000	\$.324	\$.140	\$.140
\$10,000	\$.259	\$.129	\$.129
\$25,000	\$.114	\$.107	\$.107

**Table 2: FY 2023/2024 Total Insured Value (TIV)**

TIV for Auto Physical Damage (Vehicles)	\$5,328,248
TIV for Contractor Equipment	\$4,488,748
TIV for Real & Personal Property	\$23,922,737

**Table 3: Current Deductibles/Crime & Fidelity Coverage Headcount**

Current Auto Physical Damage deductible	\$1,000
Current Contractor Equipment deductible	\$1,000
Current Real & Personal Property deductible	\$1,000
FY2023/2024 Number of Employees	45

**Deductible Elections**

Member-owners may elect a deductible level for each property type on an annual basis. The deductible level may be the same across all three property types, or a member-owner can choose to elect a different deductible level for each property type. Member-owners may maintain their current deductible level as listed in table 3 or select a deductible level that is not more than two deductible levels on either side of their current deductible level. **If you choose to change your deductible, you *must* indicate this on the property program proposal and submit a request on letterhead for MMIA approval within 60 days of receiving the proposal. Proposals, including the schedules submitted during the property renewal process, will be sent in a separate email through the Origami Riskplatform following this rate memo notification.**

**Policy Documents**

The Declaration Pages will be issued in early July. Vehicle ID cards and invoices will be issued in June, with payment due by August 15, 2023.

**Crime & Fidelity Coverage**

The MMIA works with our broker, Alliant, to provide Crime & Fidelity coverage to our member-owners through a group purchase policy with National Union Fire Insurance Company of Pittsburgh, PA (the carrier). For those member-owners that choose to participate in this optional Crime & Fidelity coverage, our policy requires a renewal application every three years. Full time, part time, elected/appointed officials, and volunteers may be included in the count for coverage. Total headcounts for coverage are included in Table 3.

If you have any questions, please contact Britani Laughery at 406-495-7004 or [blaughery@mmia.net](mailto:blaughery@mmia.net).

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41079		165 TRI-COUNTY IMPLEMENT	173.87					
	CT63123	03/03/23 OIL FILTER	27.43		24086	5310 430600	200	101000
	CT63144	03/21/23 SHIFT CABLE & FILTER CAB	146.44		24100	5310 430600	200	101000
41080		56 BUILDERS FIRSTSOURCE	108.15					
	87032172	03/28/23 INSULATION & ROCK SAW	74.83		23404	5310 430600	200	101000
	86962627	03/13/23 WATER SUPPLIES	33.32		JASON	5210 430500	200	101000
41081		1027 MFCP INC	119.71					
	8672457	03/31/23 BRASS BALL VALVE	11.22		23961	5310 430600	200	101000
	8668276	03/29/23 BALL VALVE	31.00		23958	5310 430600	200	101000
	8668957	03/29/23 FITTINGS	77.49		24117	2565 430200	200	101000
41082		401 RICHLAND PUMP & SUPPLY	21.19					
	309463	03/29/23 STAINLESS BALL VALVE	21.19		23959	5310 430600	200	101000
41083		1114 PINE COVE	1,350.00					
	17536C	03/31/23 MONTHLY BILLING- MARCH 2023	1,050.00		NA	5410 430830	300	101000
	17546C	03/31/23 RESTORE FEE	300.00		NA	5410 430830	300	101000
41085		19 ELK RIVER PRINTING	40.00					
	37944	03/30/23 KEVIN BAST- BUSINESS CARDS	40.00		NA	5310 430600	300	101000
41086		277 THE ROUNDUP	50.00					
	261972	03/02/23 MARCH AG DAYS	50.00		NA	1000 410240	300	101000
41087		1185 SWANSTON EQUIPMENT CORP	2,800.00					
	G05750	03/30/23 PALLETS OF CRACKFILL	2,800.00*		NA	2820 430200	200	101000
41088		1369 SDI ARCHITECTS & DESIGNS	2,500.00					
	REMODEL	04/03/23 CITY HALL REMODEL	2,500.00		NA	2890 411850	300	101000
41089	E	1038 WEX BANK	10,286.59					
	88210654	03/31/23 STREETS FUEL	1,574.77		NA	2565 430200	300	101000
	88210654	03/31/23 WATER FUEL	660.84		NA	5210 430500	300	101000
	88210654	03/31/23 SEWER FUEL	1,183.06		NA	5310 430600	300	101000
	88210654	03/31/23 SOLID WASTE FUEL	4,810.18		NA	5410 430830	300	101000
	88210654	03/31/23 PARKS FUEL	205.16		NA	1000 460430	300	101000
	88210654	03/31/23 ICE & SNOW FUEL	1,852.58		NA	2566 430251	300	101000

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41090		402 UTILITIES UNDERGROUND LOCATION	29.83					
	3035103	03/31/23 EXCAVATION NOTIF. & COST OF B	14.91		NA	5210 430500	300	101000
	3035103	03/31/23 EXCAVATION NOTIF. & COST OF B	14.92		NA	5310 430600	300	101000
41091		249 MID-RIVERS COMMUNICATIONS	846.24					
	03/31/23	WATER- PHONE/INTERNET	141.04		NA	5210 430500	300	101000
	03/31/23	SEWER- PHONE/INTERNET	141.04		NA	5310 430600	300	101000
	03/31/23	CITY SHOP- PHONE/INTERNET	141.04		NA	5410 430830	300	101000
	03/31/23	FIREHALL- PHONE/INTERNET	141.04		NA	1000 420400	340	101000
	03/31/23	CITY HALL- PHONE/INTERNET	141.04*		NA	1000 411200	300	101000
	03/31/23	SWIMMING POOL- INTERNET/PHONE	141.04		NA	1000 460445	300	101000
41092		77 RICHLAND COUNTY TREASURER	1,756.00					
	03/31/23	CRIMINAL CONVICTION	445.00		NA	7467 212300		101000
	03/31/23	LAW ENFORCEMENT SCHOOL	50.00		NA	7467 212300		101000
	03/31/23	TECHNOLOGY SURCHARGE	370.00		NA	7458 212200		101000
	03/31/23	VICTIM WITNESS SURCHARGE	891.00		NA	2917 212500		101000
41093		350 ENERGY LABORATORIES INC	910.00					
	537734	03/06/23 SEWER SAMPLES	98.00		NA	5310 430600	300	101000
	538703	03/09/23 WATER SAMPLES	99.00		NA	5210 430500	300	101000
	539799	03/15/23 SEWER SAMPLES	270.00		NA	5310 430600	300	101000
	541061	03/22/23 WATER SAMPLES	149.00		NA	5210 430500	300	101000
	541059	03/22/23 SEWER SAMPLES	98.00		NA	5310 430600	300	101000
	541060	03/22/23 SEWER SAMPLES	98.00		NA	5310 430600	300	101000
	541882	03/29/23 SEWER SAMPLES	98.00		NA	5310 430600	300	101000
41094		1361 HEALTHY IS WELLNESS LLC	425.00					
	INV300259	03/31/23 CORP. WELLNESS PROGRAM	425.00		NA	2566 430251	300	101000
41095		276 ELECTRIC LAND	22.99					
	10337310	03/21/23 HDMI CORD	22.99		23909	5310 430600	200	101000
41096		39 NORTHWEST PIPE FITTINGS, INC.	582.33					
	6890084	03/06/23 SS FLOAT ROD & FLOAT BALL	7.29		24012	2565 430200	200	101000
	6895011	03/15/23 CORP STOPER & BRASS COUPLINGS	128.69		23716	5210 430500	200	101000
	6895015	03/15/23 SS REPAIR CLAMP	395.00		23716	5210 430500	200	101000
	6897024	03/20/23 NIPPLES & COUPLING	51.35		24357	5310 430600	200	101000

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41097		1045 TRACTOR SUPPLY CREDIT PLAN	32.98					
	100582534	02/08/23 WATER SUPPLIES	32.98		JASON	5210 430500	200	101000
41098		12 CROSS PETROLEUM	216.05					
	16760	03/31/23 FUEL CITY UNITS	216.05		NA	1000 420400	300	101000
41099		36 NAPA	1,594.29					
	803282	03/02/23 OIL FILTER	11.54		24107	2565 430200	200	101000
	803429	03/03/23 OIL FILTERS & AIR FILTERS	131.26		24087	5310 430600	200	101000
	803639	03/06/23 PLASTIC DIP	32.84		23715	5310 430600	200	101000
	803643	03/06/23 WINDSHIELD WASHER PUMP	19.38		24013	2565 430200	200	101000
	804249	03/07/23 CITY SHOP RESTOCK ORDER	64.40		24088	5310 430600	200	101000
	803796	03/07/23 CITY SHOP RESTOCK ORDER	64.40		24088	5210 430500	200	101000
	803796	03/07/23 CITY SHOP RESTOCK ORDER	64.40		24088	5410 430830	200	101000
	803796	03/07/23 CITY SHOP RESTOCK ORDER	64.40		24088	5710 430252	200	101000
	803796	03/07/23 CITY SHOP RESTOCK ORDER	64.40		24088	2565 430200	200	101000
	803796	03/07/23 CITY SHOP RESTOCK ORDER	64.39		24088	1000 460430	200	101000
	804013	03/10/23 SEAL	40.83		24090	5210 430500	200	101000
	804021	03/10/23 SNOW SHOVEL	49.99		23906	5310 430600	200	101000
	804136	03/13/23 DIRECTIONAL BLADE	30.99		24112	2565 430200	200	101000
	804817	03/20/23 BRAKE ADJUSTER	151.99		24096	5410 430830	200	101000
	805054	03/22/23 HOSE SPLICER	7.98		24151	5210 430500	200	101000
	805187	03/23/23 WHEEL BEARING ASSEMBLY	401.84		24152	5210 430500	200	101000
	805331	03/24/23 BRAKE LINER SWITCH	35.99		24153	5310 430600	200	101000
	805469	03/27/23 BATTERY TERMINAL ENDS	8.88		24154	5310 430600	200	101000
	805604	03/28/23 HOSE CLAMP	44.96		23911	5310 430600	200	101000
	805680	03/29/23 ADAPTER & ALAN WRENCH	30.48		23960	5310 430600	200	101000
	805725	03/29/23 FLOOR DRY	24.98		24157	2565 430200	200	101000
	805772	03/30/23 IDLER PULLEY	27.15		24158	5310 430600	200	101000
	805855	03/30/23 AIR FILTER	68.62		24160	2565 430200	200	101000
	804878	03/21/23 CREDIT BRAKE ADJUSTER	-151.99		NA	5410 430830	200	101000
	805917	03/31/23	240.19		24156	5410 430830	200	101000
41100		1180 KIWANIS CLUB OF SIDNEY	230.00					
		03/31/23 MEMBER DUES- NORBY	115.00*		NA	1000 411200	300	101000
		03/31/23 MEMBER DUES- KRAFT	115.00*		NA	1000 410210	300	101000
41101		3 MONTANA DAKOTA UTILITIES	215.03					
		03/29/23 WATER TOWER	27.72		NA	5210 430500	300	101000
		03/29/23 QUILLING PARK	187.31		NA	1000 460430	300	101000



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41102	E	492 USDA RURAL DEVELOPMENT	3,767.00					
	04/06/23	PRINCIPAL- MAY 2023	1,713.92		NA	5210 490520	610	101000
	04/06/23	INTEREST- MAY 2023	2,053.08		NA	5210 490520	620	101000
41104		1085 ARAMARK- ACCOUNTS RECEIVABLE	118.05					
	2550146368	03/28/23 RUGS CLEANED AT CITY SHOP	118.05		NA	2565 430200	200	101000
41105		1083 CRESCENT ELECTRIC SUPPLY	207.00					
	S511279773	04/04/23 REPLACEMENT LIGHT BULBS	207.00		23482	1000 460430	200	101000
41106		1174 VALLI	122.92					
	87578	03/31/23 E-STATEMENTS & WEB POSTINGS	61.46		NA	5210 430500	300	101000
	87578	03/31/23 E-STATEMENTS & WEB POSTINGS	61.46		NA	5310 430600	300	101000
41107		51 SIDNEY HERALD	114.00					
	759	04/10/23 ANNUAL SUBSCRIPTION	114.00		NA	1000 420100	300	101000
41108		2 LOWER YELLOWSTONE R.E.A.	7,662.62					
	03/31/23	WATER TANK	135.09		NA	5210 430500	300	101000
	03/31/23	3-PHASE	664.23		NA	5310 430600	300	101000
	03/31/23	SIDNEY LAGOON	4,474.60		NA	5310 430600	300	101000
	03/31/23	LAGOON	2,388.70		NA	5310 430600	300	101000
41110		417 TEAM LABORATORY CHEMICAL, LLC	1,163.50					
	INV0034678	03/22/23 PALLET OF POTHOLE MIX	1,163.50*		24015	2820 430200	200	101000
41111		207 HAWKINS INC	3,281.23					
	6437879	04/03/23 POT PERM & AZONE & BUFFER	3,281.23		23720	5210 430500	200	101000
41112		531 GLOBAL SAFETY NETWORK, INC.	160.31					
	2023040721	04/07/23 HILLMAN- DRUG NON DOT RAN	47.25		NA	5310 430600	300	101000
	2023040721	04/07/23 FOX- DRUG DOT RAN	51.03		NA	2565 430200	300	101000
	2023040721	04/07/23 HAVERKAMP- DRUG DOT RAN	51.03		NA	5410 430830	300	101000
	2023040721	04/07/23 TRAYLOR- ALCOHOL NON DOT R	11.00		NA	5210 430500	300	101000
41113		3 MONTANA DAKOTA UTILITIES	2,094.54					
	03/31/23	FIREHALL- 1105 3RD ST NW	2,026.54*		NA	1000 411200	340	101000
	03/31/23	GENERATOR- 1105 3RD ST NW	68.00*		NA	1000 411200	340	101000

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41114		3 MONTANA DAKOTA UTILITIES	3,763.14					
	04/05/23	PARK PAVILLION	103.84		NA	1000 460430	300	101000
	04/05/23	SWIMMING POOL	7.93		NA	1000 460445	300	101000
	04/05/23	WELL #10	117.03		NA	5210 430500	300	101000
	04/05/23	WATER TREATMENT PLANT	1,939.28		NA	5210 430500	300	101000
	04/05/23	FIREHALL- 115 2ND ST SE	1,133.23*		NA	1000 410210	300	101000
	04/05/23	202 S CENTRAL AVE	21.08		NA	2425 430263	300	101000
	04/05/23	CENTRAL PARK LIGHTS	58.81		NA	2425 430263	300	101000
	04/05/23	CC PARK LOT	16.86		NA	2425 430263	300	101000
	04/05/23	NEW TENNIS COURTS	21.08		NA	2425 430263	300	101000
	04/05/23	CT BASEBALL FIELD	49.40		NA	2425 430263	300	101000
	04/05/23	SWMMING POOL	294.60		NA	1000 460445	300	101000
41115		429 SWS EQUIPMENT, INC	521.01					
	0154683-in	04/06/23 PRESSURE HOSE #417	521.01		24163	5410 430830	200	101000
41116		1074 DAKOTA SUPPLY GROUP	1,056.82					
	S102642595	04/11/23 B-62-B TRAFFIC REPAIR	1,056.82		23723	5210 430500	200	101000
41117		3 MONTANA DAKOTA UTILITIES	8,481.30					
	04/07/23	BIKE PATH	8.01		NA	2425 430263	300	101000
	04/04/23	2ND AVE & 3RD ST	20.96		NA	2425 430263	300	101000
	04/04/23	VILLAGE SQUARE FLOODLIGHT	16.86		NA	2425 430263	300	101000
	04/04/23	STREET LIGHTS	8,435.47		NA	2425 430263	300	101000
41118		995 MORRISON MAIERLE, INC.	1,567.50					
	233423	04/13/23 ANDERSON SUBD. DRAINAGE IMPR	1,567.50		NA	5310 430600	930	101000
41119		1150 CINTAS	164.31					
	5153892957	04/12/23 CITY SHOP RESTOCK ORDER	54.77		24171	5410 430830	300	101000
	5153892957	04/12/23 CITY SHOP RESTOCK ORDER	54.77		24171	5710 430252	300	101000
	5153892957	04/12/23 CITY SHOP RESTOCK ORDER	54.77		24171	2565 430200	300	101000
41120	E	1262 VISA	4,941.25					
	04/14/23	SUPPLIES	831.50		NA	1000 420100	200	101000
	04/14/23	PURCHASE SERVICES	1,448.51		NA	1000 420100	300	101000
	04/14/23	TRAINING PURCHASE SERVICES	1,699.53		NA	2810 420100	300	101000
	04/14/23	K9 SUPPLIES	207.45		NA	1000 420150	200	101000
	04/14/23	K9 PURCHASE SERVICES	40.00		NA	1000 420150	300	101000
	04/14/23	CAPITAL OUTLAY	888.26*		NA	1000 420100	940	101000
	04/14/23	MISC. CREDIT	-174.00*		NA	1000 420100	940	101000

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Claim Approval List  
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\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41121		77 RICHLAND COUNTY TREASURER	490.00					
	04/06/23	SPD PRISONER BOARD- MARCH 23	490.00		NA	1000 420200	300	101000
41122		999999 BRET NORBY	106.00					
	04/14/23	MEAL PER DIEM- TRAINING IN BIL	106.00		NA	2810 420100	300	101000
41123		531 GLOBAL SAFETY NETWORK, INC.	94.50					
	2304072103 04/07/23	DRUG TESTING SERVICES- SPD	94.50		NA	1000 420100	300	101000
41124		1365 DAWN MARIE PHOTOGRAPHY	165.00					
	PD HEADSHO 01/05/23	PHOTOGRAPHY SERVICES	165.00		NA	1000 420100	300	101000
41125		1314 METZ FUEL & SERVICE, INC	75.00					
	113164 03/08/23	TIRE REPAIR #6282	30.00		NA	1000 420100	230	101000
	113392 03/17/23	TIRE REPAIR #6296	30.00		NA	1000 420100	230	101000
	04/14/23	BALANCE FORWARD	15.00		NA	1000 420100	230	101000
41126		628 HIGH PLAINS VET CLINIC, INC.	45.00					
	04/14/23	IMPOUND FEES	45.00		NA	1000 420100	300	101000
41127		859 SIGNS OF SIDNEY	35.00					
	6846 04/04/23	REPLACE VINYL STICKER SPD	35.00		NA	1000 420100	230	101000
41128		263 BOSS INC.	89.95					
	539561-0 04/04/23	TONER FOR SPD	89.95		NA	1000 420100	200	101000
41129		276 ELECTRIC LAND	19.99					
	HPL13849 03/29/23	CHARGING CABLE	19.99		NA	1000 420100	200	101000
41130		445 EAGLE COUNTRY FORD	129.05					
	67156 04/07/23	OIL CHANGE & CABIN AIR FILTER	129.05		NA	1000 420100	230	101000
41131		1245 MONTANA ASSOCIATION OF CHIEFS OF	300.00					
	04/14/23	MACOP 2023 MEMBERSHIP DUES	300.00		NA	1000 420100	300	101000
41132		999999 FRANKLIN SWAYNE	200.00					
	8224762006 04/14/23	LICENSURE APPLICATION FEE	200.00		NA	1000 420100	300	101000
41133	E	399 VERIZON WIRELESS	639.02					
	9931812295 04/06/23	WATER CELL PHONE	146.67		NA	5210 430500	300	101000
	9931812295 04/06/23	SEWER CELL PHONE	223.29		NA	5310 430600	300	101000
	9931812295 04/06/23	PARKS CELL PHONE	44.88		NA	1000 460430	300	101000
	9931812295 04/06/23	STREETS CELL PHONE	44.88		NA	2565 430200	300	101000
	9931812295 04/06/23	GARBAGE CELL PHONE	44.89		NA	5410 430830	300	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	9931812295	04/06/23 FIRE CELL PHONE	264.40		NA	1000 420400	300	101000
	9931812295	04/06/23 CREDIT	-129.99		NA	1000 460430	300	101000
		# of Claims 52	Total: 65,885.26					
		Total Electronic Claims	19,633.86	Total Non-Electronic Claims		46251.40		

**City Council Meeting 4-3-2023**

2023-19	ON HOLD			
2023-29	ON HOLD			
2023-31	ON HOLD			
2023-39	ON HOLD			
2023-40	ON HOLD			
2023-43	ON HOLD			
2023-44	ON HOLD			
2023-46	Luke & Jamie Malsam	1702 Bitterroot	Shed	L13, B1, North Meadow
RC2023-20	ON HOLD			
RC2023-21	ON HOLD			
RC2023-22	Ben Diede	13689 CR 340	New Home	NENE SEC 32, T25N R57#
RC2023-23	Matt Sansaver	34211 CR 139	Rel. Home	
RC2023-25	ON HOLD			
RC2023-26	ON HOLD			
RC2023-27	Debra Vaira	419 S Ellery	Remodel	L7-10, B14, Newlon 2nd Add