

TOWN OF BASIN - Agenda
Special Meeting, Monday, January 29, 2025
Town Hall at 4:00 p.m.

Call to Order Special Meeting Session

Conduct of Business:

- Emergency Ordinance 715: Sewerage Revenue Bond, Series 2025

THIS SERIES 2025 BOND WAS DELIVERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR OTHER SECURITIES LAWS, IN RELIANCE UPON THE AVAILABILITY OF AN APPROPRIATE EXEMPTION FROM ANY REGISTRATION OTHERWISE REQUIRED AND THE REPRESENTATION OF THE REGISTERED OWNER THAT THE BOND WAS BEING ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SAID BOND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED, OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE REGISTERED OWNER EXCEPT UPON THE ISSUANCE TO THE TOWN AND THE BOND REGISTRAR OF A FAVORABLE OPINION OF NATIONALLY RECOGNIZED MUNICIPAL BOND COUNSEL AND/OR SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THEM, IN EITHER CASE, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 OR OTHER APPLICABLE LAW.

**UNITED STATES OF AMERICA
STATE OF WYOMING
TOWN OF BASIN, WYOMING
SEWERAGE REVENUE BOND, SERIES 2025**

NO. R-001

\$1,877,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL DELIVERY DATE</u>
2.125%	(SEE ATTACHED SCHEDULE)	February 3, 2025

**REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH
THE DEPARTMENT OF AGRICULTURE
C/O FINANCE OFFICE
4300 GOODFELLOW BLVD
ST. LOUIS, MO 63120**

PRINCIPAL AMOUNT: ONE MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS

The Town of Basin, Wyoming, an incorporated municipality duly organized and operating under the constitution and laws of the State of Wyoming, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date stated above, the installments of the Principal Amount specified above, and in like manner to pay interest on such installments of the Principal Amount from the Payment Date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated prior to February 3, 2026, in which event this Bond shall bear interest from February 3, 2025, at the Interest Rate per annum specified above (computed on the basis of an Actual/360-day year), payable annually on February 3rd (the "Payment Date(s)"), commencing February 3, 2026, and principal of the Bond shall mature on said Payment Date(s) commencing February 3, 2026, in the installments set forth in **SCHEDULE I** attached hereto, unless this Bond shall have been previously called for redemption and payment shall have been duly provided for or made. The final principal installment of and final interest on this Bond are payable in lawful money of the United States of America to the Registered Owner upon presentation to the Town Clerk of the Town of Basin, Wyoming, or his/her successor, as paying agent and bond registrar (the

“Paying Agent” or the “Bond Registrar”). If the Bond is owned by the United States of America, then payment of principal and interest will be made by the Paying Agent directly thereto.

REFERENCE IS HEREBY MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN TESTIMONY WHEREOF, the Governing Body of the Town of Basin, Wyoming, has caused this Bond to be signed by the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk, all as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

Mayor

COUNTERSIGNED AND ATTESTED:

Town Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2025 Bond described in the within mentioned Authorizing Ordinance. Attached hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bond, is on file with the undersigned.

**Date of Registration
and Authentication:**

February 3, 2025

**TOWN CLERK
TOWN OF BASIN, WYOMING**
as Bond Register

By: _____
Authorized Officer

TOWN CLERK'S CERTIFICATE

I, the undersigned, the duly qualified, sworn and acting Town Clerk of the Town of Basin, Wyoming, do hereby certify that the within Bond is delivered pursuant and according to law, that the same is within the lawful debt limit of the Town and that said Bond has been duly registered in a book kept for that purpose in my office.

IN TESTIMONY WHEREOF, I have caused this Certificate to be executed with my official signature as of the 3rd day of February, 2025.

Town Clerk

(Form of Prepayment Panel)

PAYMENT PANEL

The following installments of principal (or portions thereof) of this Bond have been paid in accordance with the terms of the Authorizing Ordinance authorizing the issuance of this Bond.

Date of Payment	Principal Prepaid of	Signature of Authorized Representative Registered Owner
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL PROVISIONS

This Bond is the only bond of the series (the "Series 2025 Bond" or the "Bond") in the principal amount of **ONE MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS** (\$1,877,000) par value, delivered by the Town for the purpose of providing funds for (I) refinancing the Town's "Sewerage Revenue Bond Anticipation Note, Series 2022," dated March 23, 2022 (the "Interim Financing"), and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the "Refinancing Project"), under, by virtue of and in full conformity with the Constitution of the State of Wyoming; Wyo. Stat. 15-1-103 (the "Act"); and all other laws thereunto enabling, and pursuant to the duly adopted Authorizing Ordinance authorizing

the issuance of this Bond. The governing body of the Town (the “Governing Body”) has represented that it will take all action permitted by law to satisfy the obligations of the Town under the Authorizing Ordinance.

This Bond is secured by and payable solely out of a special fund created in full conformity with law and designated as the “Series 2025 Sewerage Revenue Bond, Bond Fund” (the “Bond Fund”) into which Bond Fund the Governing Body covenants to deposit such amounts, from the Net Revenues derived from rates, fees and charges for connection to, use of and services furnished by the Town’s municipal sewer facility (the “Pledged Revenues”), in amounts sufficient, together with earnings and income thereon, to pay the maturing installments of principal and interest on the Bond, when the same become due and payable, respectively, all as is more particularly set forth in the Authorizing Ordinance. (Net Revenues is defined as the gross income and revenue of the Town’s municipal Sewerage Facility less amounts [excluding current depreciation balances or depreciation expenses appertaining to said facilities] necessary for the operating and maintaining of the Town’s municipal Sewerage Facility.) If necessary, payment of principal and interest on the Bond shall be made from the “Series 2025 Sewer Revenue Bond, Reserve Fund” (the “Reserve Fund”) created for such purpose, all as more particularly set forth in the Authorizing Ordinance, and Pledged Revenues shall also include amounts on deposit in said Reserve Fund. The installments of principal of this Bond are equitably and ratably secured by a lien on said Pledged Revenues and such Bond constitutes an irrevocable and first lien but not an exclusive first lien on said Pledged Revenues.

NEITHER THIS BOND, NOR THE INTEREST HEREON, CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

Additional bonds or other obligations, subject to expressed conditions, may be delivered and made payable from the Net Revenues having a lien thereon on a parity with the lien of the Bond, in accordance with the provisions of the Authorizing Ordinance.

Reference is made to the Authorizing Ordinance and any and all supplements thereto for any additional description of the nature and extent of the security for this Series 2025 Bond, the funds or revenues pledged, the nature and extent and manner of revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Owner of the Bond with respect thereto, the terms and conditions of the Bond, and a statement of rights, duties, immunities and obligations of the Town, and other rights and remedies of the Owner of the Bond. Installments of principal of this Series 2025 Bond are subject to optional redemption as set forth in the Authorizing Ordinance.

Upon payment of any maturing principal or any partial redemption of this Bond, the Registered Owner shall make an appropriate notation on this Bond indicating the date and amount of payment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

This Bond shall not be transferable or exchangeable, except as set forth in the Authorizing Ordinance.

SCHEDULE I

[See attached Amortization Schedule computed on the basis of an Actual/360-day year)

(Balance of this page intentionally left blank.)

ORDINANCE NO. 715

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE TOWN OF BASIN, WYOMING, OF ITS SEWERAGE REVENUE BOND, SERIES 2025, DATED FEBRUARY 3, 2025, IN THE PRINCIPAL AMOUNT OF \$1,877,000, FOR THE PURPOSE (I) REFINANCING THE TOWN'S SEWERAGE REVENUE BOND ANTICIPATION NOTE, SERIES 2022, DATED MARCH 23, 2022, AND (II) PAYING CERTAIN INCIDENTAL COSTS INCURRED IN CONNECTION WITH THE FOREGOING; APPROVING THE FORM, TERMS AND PROVISIONS OF THE BOND, AN INVESTMENT LETTER AND ALL OTHER DOCUMENTS RELATED TO THE ISSUANCE THEREOF; AUTHORIZING THE MEMBERS OF THE GOVERNING BODY AND EMPLOYEES OF THE TOWN TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE ISSUANCE AND SALE OF SAID BOND AND THE CONSUMMATION OF SAID TRANSACTIONS; AND DECLARING AN EMERGENCY.

WHEREAS, the Town of Basin, Wyoming (the "Town") is an incorporated municipality duly organized and existing as a town under and by virtue of the Constitution and laws of the State of Wyoming; and

WHEREAS, the Town owns and operates a revenue-producing sewerage treatment facility (the "Sewerage Facility" or the "Facility"); and

WHEREAS, the governing body of the Town (the "Governing Body") determined that it was necessary to extend and improve the Facility (the "Sewerage Project"), the estimated cost of which, along with payment of outstanding loans relating to the Sewerage Facility, was approximately \$4,124,000, and it was anticipated that said cost would be paid by a Rural Utilities Service ("RUS") loan in the aggregate amount of \$2,712,000 (the "Loan") and a grant from RUS in the aggregate amount of \$1,412,000; and

WHEREAS, in anticipation of the permanent Loan from RUS, the Town sold and delivered, at private sale, to Security State Bank in Basin, Wyoming, its "Sewerage Revenue Bond Anticipation Note, Series 2022," dated March 23, 2022, in the maximum principal amount of \$2,712,000, maturing on February 1, 2025 (the "Series 2022 Anticipation Note," the "Note" or the "Interim Financing"); and

WHEREAS, the Sewerage Project has not proceeded as anticipated and the Town has only drawn \$1,877,000 from the Interim Financing, and has not drawn any of the grant moneys; and

WHEREAS, the Series 2022 Anticipation Note matures on February 1, 2025 and the Governing Body must (i) refinance the outstanding amount of the Interim Financing, and (ii) pay certain incidental costs incurred in connection with the foregoing (collectively, the "Refinancing Project"). The estimated cost of such Refinancing Project is \$1,877,000, and it is anticipated that said cost will be paid by the issuance of the Town's "Sewerage Revenue Bond, Series 2025," dated February 3, 2025, in the principal amount of \$1,877,000 (the "Series 2025 Bond" or the "Bond"); and

WHEREAS, the Bond is in a principal amount that does not exceed the greater of (i) \$5,000,000 or (ii) an amount calculated by multiplying the number of individuals to be served by the Sewerage Facility times \$1,200, and will be payable solely from revenues generated by the Sewerage Facility and the security for the Loan will be restricted to a claim on said revenues, and no approval of the electors of the Town is required; and

WHEREAS, the Bond will be sold at private sale to RUS, as purchaser (the "Purchaser"), in accordance with its "sophisticated investor" letter dated February 3, 2025 (the "Investment Letter"), a copy

which is attached hereto as EXHIBIT A to ATTACHMENT I of this Authorizing Ordinance and by this specific reference is made a part hereof; and

WHEREAS, the balance of the funds for the Sewerage Project will be drawn by the Town directly from RUS (Loan - \$855,000; Grant \$1,412,000); and

WHEREAS, the Governing Body hereby determines that it is necessary at this time to provide for the form of the Bond and other details concerning its issuance, confirm the sale of the Bond and to further authorize the delivery thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF BASIN, WYOMING:

Section 1. Authorization. The Town shall deliver its Series 2025 Bond and the same is hereby sold to the Purchaser, subject only to review and approval of bond counsel. The firm of Freudenthal & Bonds, P.C., of Cheyenne, Wyoming, is hereby designated to act as bond counsel for said Bond.

Section 2. Approval and Execution of Documents. The Bond shall be sold to the RUS pursuant to the provisions of the Investment Letter. The members of the Governing Body are hereby authorized to take such actions and execute and deliver such documents as may be necessary to give effect to this Authorizing Ordinance and deliver the Bond.

Section 3. Ratification and Approval of Prior Action. All actions heretofore taken by the officers and members of the Governing Body and administrative officials of the Town not inconsistent with the provisions of this Authorizing Ordinance, relating to the authorization, sale, issuance and delivery of said Bond are hereby ratified, approved and confirmed.

Section 4. Designation of Bond. The Town has not issued or effected the issuance of, and reasonably anticipates that the Town and all subordinate entities thereof have not and will not issue or effect the issuance of, more than Ten Million Dollars (\$10,000,000) aggregate face amount of tax-exempt obligations during the 2025 calendar year, and hereby designates the Series 2025 Bond as a “qualified tax-exempt obligation” as defined by Section 265(b)(3) of the Code.

Section 5. S.E.C. Rule 15c2-12. The Town has not prepared and will not disseminate any official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the Town, the Sewerage Project or the Bond in connection with the sale of the Bond, and will not undertake any commitment under SEC Rule 15c2-12 to provide continuing disclosure of material information with respect to the Town, the Sewerage Project or the Bond. The purchase of the Bond falls within the exceptions to SEC Rule 15c2-12 (the “Rule”) in that none of the Rule requirements apply to municipal securities in authorized denominations of \$100,000 or more which are sold to not more than 35 knowledgeable and experienced investors who are not purchasing with a view to distributing the securities.

Section 6. Parties Interested Herein. Nothing in this Authorizing Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Paying Agent and the Registered Owner of the Bond, any right, remedy or claim under or by reason of this Authorizing Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Authorizing Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent and the Registered Owner of the Bond.

Section 7. Authorizing Ordinance Irrepealable. After said Bond has been delivered, this Authorizing Ordinance shall be irrepealable until both the principal of and the interest on said Bond shall be fully paid, satisfied and discharged.

Section 8. Repealer. All orders, bylaws, resolutions and ordinances, or parts thereof in conflict with this Authorizing Ordinance are hereby repealed to the extent that they conflict with this Authorizing Ordinance.

Section 9. Severability. Should any part or provision of this Authorizing Ordinance ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Authorizing Ordinance is severable.

Section 10. Declaration of Emergency and Effective Date. By reason of the fact that the Town currently needs the proceeds from the sale of Bond to refinance the Interim Financing, it is necessary to immediately authorize the issuance of the Bond at a time prior to the time an ordinance could be publicly read three (3) times and adopted as provided by law, and it is hereby declared that an emergency exists, that this Authorizing Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare, and that it shall be in full force and effect from and after its passage and approval.

Section 11. Suspension of Readings. The rule requiring ordinances, except emergency ordinances, to have public readings on three (3) different days unless three-fourths (3/4) of the Governing Body vote to suspend the rules as provided by Wyo. Stat. 15-1-115, is hereby suspended for the purpose of permitting the adoption of this Ordinance at this meeting.

Section 12. Effective Date and Recording. This Authorizing Ordinance shall be effective upon proclamation of the Mayor, and as soon thereafter as is practicable it shall be published as required by law.

ADOPTED AND APPROVED this 29th day of January, 2025.

TOWN OF BASIN, WYOMING

/s/ _____
Mayor

ATTESTED:

/s/ _____
Town Clerk

PROCLAMATION

The foregoing Ordinance, adopted and approved this 29th day of January, 2025, which operates for the immediate preservation of the public peace, health, safety, and welfare, shall become effective immediately upon the date of this proclamation and as soon thereafter as practical it shall be published as required by law.

TOWN OF BASIN, WYOMING

/s/ _____
Mayor

ATTESTED:

/s/ _____
Town Clerk

ATTACHMENT I

Section 1. Bond Details. The Series 2025 Bond shall be a fully registered bond, without coupons, registered in the name of the United States of America, Acting Through the Department of Agriculture c/o Finance Office, 4300 Goodfellow Blvd., St. Louis, MO 63102, as Registered Owner, with a schedule attached thereto showing the maturity of installments of principal, interest and total payments. Unless the Town shall otherwise direct, the registered Bond shall be numbered R-001.

The Series 2025 Bond shall be issued in the principal amount of \$1,877,000 and bear interest from date to maturity at the rate of TWO AND ONE-EIGHTH PERCENT (2.125%) per annum, payable annually on the 3rd day of each February (the "Payment Date(s)"), commencing February 3, 2026, and principal of the Bond shall mature on said Payment Date(s) each year, commencing February 3, 2026, in the installments set forth in SCHEDULE I attached to this ATTACHMENT I.

Upon payment of any maturing principal or any partial redemption of the Bond, the Registered Owner, in its discretion, may request the Town and the Bond Registrar to authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of payment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Section 2. Payment of Bond; Paying Agent and Bond Registrar. The final principal installment of and final interest on the Series 2025 Bond are payable in lawful money of the United States of America to the Registered Owner of the Bond upon presentation to the Town Clerk, or his/her successor, as paying agent and bond registrar (the "Paying Agent" or the "Bond Registrar"). If any installment of principal of the Bond is not paid at or after maturity, it will continue to draw interest at the rate borne by such Bond until the principal is paid in full. Notwithstanding anything contained in this Ordinance to the contrary, interest on the Bond is payable to the person in whose name such Bond is registered, at his or her address as it appears on the registration books maintained by or on behalf of the Town by the Bond Registrar, at the close of business on the last day (whether or not a business day) of the calendar month next preceding each Payment Date (the "Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Record Date and prior to such Payment Date. Such payment shall be paid by check or draft of the Paying Agent mailed on the Payment Date (or, if such Payment Date is not a business day, on the next succeeding business day) to such Registered Owner at his or her address as it appears on such registration books. Any such interest not so timely paid or duly provided for will cease to be payable to the person who is the Registered Owner thereof at the close of business on the regular Record Date and will be payable to the person who is the Registered Owner thereof at the close of business on a Special Record Date. Such Special Record Date will be fixed by the Bond Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date will be given by first class mail not less than ten (10) days prior to the Special Record Date to each Registered Owner as shown on the Bond Registrar's books on a date selected by the Bond Registrar. Alternate means of payment of interest may be used if mutually agreed to between the Registered Owner of the Bond and the Paying Agent.

Because the Bond is being purchased by the United States of America, payment of principal and interest will be made by the Paying Agent through the Preauthorized Debit (PAD) payment process and the Board will execute an RD 3550-28 Authorization Agreement prior to the delivery of the Bond.

Section 3. Prepayment of the Bond. The Town shall have the right and privilege of making extra payments or prepayments at any time, or of paying the entire Principal Balance of the Series 2025 Bond at any time, and in the event extra payments or prepayments are made, interest shall be charged thereafter only on the unpaid Principal Balance remaining due. In the event that the entire unpaid Principal Balance is paid prior to maturity, no advance interest or prepayment penalty shall be assessed except for interest due and payable on the unpaid Principal Balance to the date of payment in full. Advance, extra or prepayments

shall not reduce the annual payments as herein provided, but will operate only to discharge the Bond at an earlier date.

Section 4. Form and Execution of Bond. The Series 2025 Bond shall be signed in the name and on behalf of the Town with the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk. The Clerk shall endorse a certificate on the Bond, stating that the same is delivered pursuant and according to law, that the same is within the lawful debt limit of the Town and that said Bond has been duly registered in a book kept for that purpose in the office of the Clerk. Said certificate shall be signed with the manual signature of the Clerk. Should any officer whose manual signature appears on the Bond, or the certificate appearing thereon, cease to be such officer before delivery of the Bond to the Purchaser thereof, such manual signature shall nevertheless be valid and sufficient for all purposes.

The Bond and certificates shall be in substantially the following forms:

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(Form of Series 2025 Bond)

THIS SERIES 2025 BOND WAS DELIVERED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR OTHER SECURITIES LAWS, IN RELIANCE UPON THE AVAILABILITY OF AN APPROPRIATE EXEMPTION FROM ANY REGISTRATION OTHERWISE REQUIRED AND THE REPRESENTATION OF THE REGISTERED OWNER THAT THE BOND WAS BEING ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. SAID BOND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED, OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE REGISTERED OWNER EXCEPT UPON THE ISSUANCE TO THE TOWN AND THE BOND REGISTRAR OF A FAVORABLE OPINION OF NATIONALLY RECOGNIZED MUNICIPAL BOND COUNSEL AND/OR SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THEM, IN EITHER CASE, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933 OR OTHER APPLICABLE LAW.

**UNITED STATES OF AMERICA
STATE OF WYOMING
TOWN OF BASIN, WYOMING
SEWERAGE REVENUE BOND, SERIES 2025**

NO. R-001

\$1,877,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL DELIVERY DATE</u>
2.125%	(SEE ATTACHED SCHEDULE)	February 3, 2025

**REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF AGRICULTURE
C/O FINANCE OFFICE
4300 GOODFELLOW BLVD
ST. LOUIS, MO 63120**

PRINCIPAL AMOUNT: ONE MILLION EIGHT HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS

The Town of Basin, Wyoming, an incorporated municipality duly organized and operating under the constitution and laws of the State of Wyoming, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date stated above, the installments of the Principal Amount specified above, and in like manner to pay interest on such installments of the Principal Amount from the Payment Date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated prior to February 3, 2026, in which event this Bond shall bear interest from February 3, 2025, at the Interest Rate per annum specified above (computed on the basis of an Actual/360-day year), payable annually on February 3 (the "Payment Date(s)"), commencing February 3, 2026, and principal of the Bond shall mature on said Payment Date(s) commencing February 3, 2026, in the installments set forth in **SCHEDULE I** attached hereto, unless this Bond shall have been previously called for redemption and payment shall have been duly provided for or made. The final principal installment of and final interest on this Bond are payable in lawful money of the

United States of America to the Registered Owner upon presentation to the Town Clerk of the Town of Basin, Wyoming, or his/her successor, as paying agent and bond registrar (the "Paying Agent" or the "Bond Registrar"). If the Bond is owned by the United States of America, then payment of principal and interest will be made by the Paying Agent directly thereto.

REFERENCE IS HEREBY MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN TESTIMONY WHEREOF, the Governing Body of the Town of Basin, Wyoming, has caused this Bond to be signed by the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk, all as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

(Manual Signature)
Mayor

COUNTERSIGNED AND ATTESTED:

(Manual Signature)
Town Clerk

(Form of Bond Registrar's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2025 Bond described in the within mentioned Authorizing Ordinance. Attached hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bond, is on file with the undersigned.

**Date of Registration
and Authentication:**

February 3, 2025

**TOWN CLERK
TOWN OF BASIN, WYOMING
as Bond Register**

By: _____
(Manual Signature)
Authorized Officer

adopted Authorizing Ordinance authorizing the issuance of this Bond. The governing body of the Town (the "Governing Body") has represented that it will take all action permitted by law to satisfy the obligations of the Town under the Authorizing Ordinance.

This Bond is secured by and payable solely out of a special fund created in full conformity with law and designated as the "Series 2025 Sewerage Revenue Bond, Bond Fund" (the "Bond Fund") into which Bond Fund the Governing Body covenants to deposit such amounts, from the Net Revenues derived from rates, fees and charges for connection to, use of and services furnished by the Town's municipal sewer facility (the "Pledged Revenues"), in amounts sufficient, together with earnings and income thereon, to pay the maturing installments of principal and interest on the Bond, when the same become due and payable, respectively, all as is more particularly set forth in the Authorizing Ordinance. (Net Revenues is defined as the gross income and revenue of the Town's municipal Sewerage Facility less amounts [excluding current depreciation balances or depreciation expenses appertaining to said facilities] necessary for the operating and maintaining of the Town's municipal Sewerage Facility.) If necessary, payment of principal and interest on the Bond shall be made from the "Series 2025 Sewer Revenue Bond, Reserve Fund" (the "Reserve Fund") created for such purpose, all as more particularly set forth in the Authorizing Ordinance, and Pledged Revenues shall also include amounts on deposit in said Reserve Fund. The installments of principal of this Bond are equitably and ratably secured by a lien on said Pledged Revenues and such Bond constitutes an irrevocable and first lien but not an exclusive first lien on said Pledged Revenues.

NEITHER THIS BOND, NOR THE INTEREST HEREON, CONSTITUTES A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

Additional bonds or other obligations, subject to expressed conditions, may be delivered and made payable from the Net Revenues having a lien thereon on a parity with the lien of the Bond, in accordance with the provisions of the Authorizing Ordinance.

Reference is made to the Authorizing Ordinance and any and all supplements thereto for any additional description of the nature and extent of the security for this Series 2025 Bond, the funds or revenues pledged, the nature and extent and manner of revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Owner of the Bond with respect thereto, the terms and conditions of the Bond, and a statement of rights, duties, immunities and obligations of the Town, and other rights and remedies of the Owner of the Bond. Installments of principal of this Series 2025 Bond are subject to optional redemption as set forth in the Authorizing Ordinance.

Upon payment of any maturing principal or any partial redemption of this Bond, the Registered Owner shall make an appropriate notation on this Bond indicating the date and amount of payment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment.

This Bond shall not be transferable or exchangeable, except as set forth in the Authorizing Ordinance.

SCHEDULE I

[See attached Amortization Schedule computed on the basis of an Actual/360-day year)

(Balance of this page intentionally left blank.)

Section 5. Issuance of Serial Bonds. Initially, the amount of the Loan from RUS shall be evidenced by a single bond, as hereinbefore provided, and the Town hereby covenants to comply with all regulations of the United States of America, Rural Utilities Service, applicable thereto.

At the request of the Owner of the single Bond, the Town may deliver serial registered bonds in exchange for and upon surrender of the single Bond, in the denominations equal to the amount of the outstanding unpaid principal of each installment of principal of the single Bond. The cost and expense of conversion to such serial bonds shall be paid by the Owner of the single Bond.

As the single Bond has been sold by the Town to the United States of America in a private placement, no Official Statement or other offering material has been prepared relating to the Bond. If the single Bond is converted to serial bonds for the purpose of sale to others, the Owner of the single Bond will bear the cost and expense of such disclosure and will comply with applicable requirements of law and the Town and the Bond Registrar shall receive an opinion of nationally recognized municipal bond counsel that the sale or transfer of the Bond shall not be in violation of the Securities Act of 1933 or other applicable law.

Section 6. Authentication. The Series 2025 Bond shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Authorizing Ordinance unless and until a certificate of authentication on the Bond substantially in the form herein above set forth shall have been duly executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon the Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Authorizing Ordinance. The Bond Registrar's certificate of authentication on the Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar.

Section 7. Delivery of Bond. Upon the adoption of this Authorizing Ordinance, the Town shall execute the Series 2025 Bond and deliver it to the Bond Registrar, and the Bond Registrar shall authenticate the Bond and deliver it to the Purchaser thereof, as directed by the Town.

Section 8. Registration, Transfer and Exchange of Bond; Person Treated as Owner. The Bond Registrar shall maintain the books of the Town for the registration of ownership of the Series 2025 Bond as provided in this Authorizing Ordinance. Subject to applicable requirements of law and the requirement that the Bond shall not be sold or otherwise transferred until the Town and the Bond Registrar shall have received an opinion of nationally recognized municipal bond counsel that the sale or transfer of the Bond shall not be in violation of the Securities Act of 1933 or other applicable law, the Bond may be transferred upon the registration books upon delivery of the Bond to the Bond Registrar, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the Owner of the Bond to be transferred or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer of such Bond, along with the social security number or federal employer identification number of such transferee. No transfer of the Bond shall be effective until entered on the registration books.

In all cases of the transfer of the Bond, the Bond Registrar shall enter the transfer of ownership in the registration books and shall authenticate and deliver in the name of the transferee or transferees new fully registered Bond or Bonds of authorized denominations of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Authorizing Ordinance. The Town shall pay for every such transfer an amount sufficient to reimburse the Bond Registrar for its reasonable fees and the Bond Registrar may charge the Owner of such Bond an amount for any tax or other governmental charge required to be paid with respect to such transfer. The Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same series and maturity in authorized denominations. The Town shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowner making the

exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by the Town of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Town, the Paying Agent and the Bond Registrar shall not be required to transfer or exchange the Bond: (1) during a period beginning on the Record Date and ending at the close of business on the ensuing Payment Date, or (2) during the period beginning on any date of selection of installments of principal of the Bond to be redeemed and ending on the day on which the applicable notice of redemption is given.

New Bonds delivered upon any transfer shall be valid special, limited obligations of the Town, evidencing the same obligation as the Bonds surrendered, shall be secured by this Authorizing Ordinance, and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Town, the Paying Agent and the Bond Registrar may deem and treat the Registered Owner of any Bond as the absolute Owner thereof for all purposes (whether or not such Bond shall be overdue), and any notice to the contrary shall not be binding upon the Town, the Paying Agent, or the Bond Registrar.

Section 9. Cancellation of Bonds. Whenever any outstanding Bond shall be delivered to the Bond Registrar for cancellation pursuant to this Authorizing Ordinance, and upon payment of the principal amount and interest represented thereby, or whenever any outstanding Bond shall be delivered to the Bond Registrar for transfer or exchange pursuant to the provisions hereof, such Bond shall be canceled and returned by the Bond Registrar to the Town for retention and later destruction in accordance with the laws of the State of Wyoming.

Section 10. Lost, Stolen, Destroyed or Mutilated Bonds. Any Bond that is lost, stolen, destroyed, or mutilated, may be replaced or paid by the Bond Registrar in accordance with and subject to the limitations of applicable law. The applicant for any such replacement Bond shall post such security, pay such costs, and present such proof of ownership and loss as may be required by applicable law, or in the absence of specific requirements, as maybe required by the Bond Registrar.

Section 11. Registration by Town Clerk. The Town Clerk shall keep a book in which shall be registered the Series 2025 Bond, showing the information required by law and shall endorse upon said Bond a certificate of such registration.

Section 12. Additional Bonds or Other Obligations. No additional bonds shall be delivered that are payable from the income and revenue of the Town's municipal sewerage facilities and having a lien upon the Net Revenues which is superior to the lien of the Series 2025 Bond authorized herein. However, nothing contained in this Authorizing Ordinance shall be construed in such manner as to prevent the delivery by the Town of additional bonds or other obligations payable from the Net Revenues and constituting a lien upon said Net Revenues equal to or on a parity with the lien of the Bond authorized herein; provided the Net Revenues derived from the operation of the municipal sewerage facilities for the fiscal year following the year in which such bonds are to be delivered will be at least 120 percent of the average annual debt serviced requirements on all bonds outstanding, including the newly-issued bonds. If rates and charges have been increased during the previous fiscal year, then the Net Revenues can be determined by applying the new rates and charges to the quantities of service actually furnished during such previous fiscal year. In addition, the Town shall be in compliance with all the provisions of this Authorizing Ordinance. However, the limitations relating to the delivery of additional parity lien bonds or other obligations may be waived or modified by the written consent of the Bond Owner.

For purposes of this Authorizing Ordinance, “Net Revenues” is defined as the gross income and revenue of the Town’s Sewerage Facility less amounts [excluding current depreciation balances or depreciation expenses appertaining to the facilities] necessary for operation and maintenance thereof.

Section 13. Disposition of Bond Proceeds. The Series 2025 Bond authorized herein shall be sold and delivered solely for the purpose of providing funds for paying the cost of (I) refinancing the Town’s Sewerage Revenue Bond Anticipation Note, Series 2022, dated March 23, 2023, and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the “Phase I Sewerage Project”). The Bond shall be delivered to the Purchaser thereof at the agreed purchase price, being an amount not less than the par value of the Bond and accrued interest, if any, to the date of delivery. The proceeds shall not be applied to any purpose other than those for which the Bond was delivered. Any accrued interest received from the sale of the Bond shall be deposited in the interest and sinking fund of the Town. Neither the original Purchaser of the Bond nor any subsequent Owner shall be responsible for the funds derived from the sale thereof.

All or any portion of the Bond proceeds maybe temporarily invested, or reinvested, pending such use, in securities or obligations which are lawful investments for such Town in the State of Wyoming. It is hereby covenanted and agreed by the Town that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the Town or the Sewerage Project financed with the proceeds of the Bond if such action or omission (I) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under Section 56 of the Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect, notwithstanding the payment in full of the Bond, until the date on which all obligations of the Town in fulfilling the above covenant under the Code have been met.

Section 14. Payment of Interest and Principal.

A. Pledge Securing Bond. The Pledged Revenues (as defined hereinbefore in the form of the Series 2025 Bond) and all moneys and securities paid to or held in any fund are hereby pledged to secure the payment of the principal of and interest on the Bond; and this pledge shall be valid and binding from and after the date of the first delivery of the Bond and the moneys, to be received by the Town and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The installments of principal of the Bond are equitably and ratably secured by a lien on said Pledged Revenues and such Bond constitutes an irrevocable and first lien (but not necessarily an exclusive first lien) on said Pledged Revenues.

B. Bond Fund. A special trust account is authorized hereby to be established by the Town and maintained by the Paying Agent and known as the “Series 2025 Sewer Revenue Bond, Bond Fund” (the “Bond Fund”). So long as any installments of principal of the Bond are outstanding, the Pledged Revenues are to be deposited into the Bond Fund as hereinafter provided in Section 16.

C. Use of Moneys in the Bond Fund. Moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bond.

D. Reserve Fund. A special trust account is authorized hereby to be established by the Town and maintained by the Paying Agent and known as the “Series 2025 Sewer Revenue Bond, Reserve Fund” (the “Reserve Fund”). There shall be deposited into said Reserve Fund (i) moneys as hereinafter in this Section provided, (ii) the amount specified in any supplemental ordinance creating a series of additional

bonds, and (iii) all other moneys received by the Paying Agent when accompanied by directions not inconsistent herewith that such moneys are to be paid into the Reserve Fund.

The Reserve Fund shall be used solely for the payment of principal of and interest on the Bond authorized herein in the event moneys in the Bond Fund are insufficient to make such payments when due, whether on a Payment Date or maturity date. Moneys in the Reserve Fund used for such purpose shall be restored to the account as soon as possible. If on any Payment Date the amount in the Reserve Fund is greater than the Series 2025 Bond Reserve Requirement (as hereinafter defined), such excess shall be transferred to the Bond Fund; provided, however, that the amount remaining in the Reserve Fund immediately after such transfer shall not be less than the Series 2025 Bond Reserve Requirement. On the final maturity date of the Bond, any moneys in the Reserve Fund shall be retained by the Town for operation and maintenance of the Sewerage Facility.

The Reserve Fund has been established and funded in the amount of \$70,144 (the "Series 2025 Bond Reserve Requirement"). No additional moneys need to be deposited into the Reserve Fund as long as the Series 2025 Bond Reserve Requirement is met. Moneys in the Reserve Fund may be invested in direct obligations of the United States Government or in obligations or securities of any agency or instrumentality thereof, and the interest from such investment shall also be considered as Pledged Revenues.

Section 15. Administration of Funds and Accounts. The funds and accounts established in Section 14 are to be administered as follows:

A. Places and Times of Deposits. The above accounts and funds are to be separately maintained as book accounts, kept separate from each other and all other accounts, solely for the purposes designated and the moneys accounted for in such special book accounts shall be deposited in a commercial bank or banks or in savings and loan associations or invested as determined by the Governing Body in accordance with applicable law. Each periodic payment is to be credited to the proper account not later than the date designated, except that when any date is a Saturday, a Sunday, or a legal holiday, then the payment is to be made on or before the next preceding business day.

B. Investment of Money. Any moneys in any fund or account designated herein may be invested or reinvested in any securities or other obligations, which at the time of investment are legal investments for the funds proposed to be so invested, as provided in Wyo. Stat. §9-4-831 (herein "Investment Securities"). Such Investment Securities either are to be subject to redemption at any time at a fixed value at the option of the holder thereof, or are to mature, not later than the day prior to the date or respective dates on which the proceeds are to be expended. For the purpose of the above requirements, Investment Securities are deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations. The Governing Body is to specify the securities in which such investments and reinvestments will be made and, to the extent consistent with the other provisions of this Authorizing Ordinance, the times and prices of their purchase and sale.

C. Accounting for Investments. The Investment Securities purchased as investment of moneys in any fund or account are to be deemed at all times to be part of that fund or account, and the interest accruing thereon and any profit realized therefrom are to be credited to the fund and any loss resulting from such investment shall be charged to the fund. Investment Securities purchased as an investment of moneys in any fund or account are to be presented for redemption or sale at the prevailing market price whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund.

Section 16. Covenants of the Governing Body and the Town. The Governing Body, on behalf of the Town, makes the following covenants with the Owner of the Bond:

A. Performance of Covenants. The Town covenants that it will faithfully perform and observe at all times any and all covenants, undertakings, stipulations, and provisions contained in this Authorizing Ordinance, in the Bond and in all proceedings of the Town, as the case may be, pertaining thereto. The Town represents that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to deliver the Bond and to execute this Authorizing Ordinance, to pledge the Pledged Revenues in the manner and to the extent herein set forth, that all actions on its part required for the issuance of the Bond and the execution and delivery of the Authorizing Ordinance have been duly and effectively taken or will be duly taken as provided herein, and that this Authorizing Ordinance is a valid and enforceable instrument of the Town and that the Bond in the hands of the Owner thereof is and will be a valid and enforceable special, limited obligation of the Town according to the terms thereof.

B. Payment of Principal and Interest; Other Payments. The Town will promptly pay or cause to be paid the principal of and interest on the Bond delivered hereunder according to the terms hereof. The principal and interest payments are payable solely from the Pledged Revenues, which are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified. Nothing in the Bond or in this Authorizing Ordinance shall be considered or construed as pledging any funds or assets of the Town other than those pledged hereby or creating any liability of the Governing Body's members, employees or other agents. The Town shall pay into the Bond Fund, of the interest and principal coming due with respect to the Bond on February 3, 2026, and each February 3 thereafter until the Bond is paid in full, one hundred percent (100%) shall be deposited on or before January 31 of each year.

After the payments hereinabove referred to have been made, any remaining Net Revenues of the sewer facilities shall be used (i) to replenish the Reserve Fund, (ii) to pay other obligations having a lien on the revenues of the sewer facilities subordinate to the lien of the is authorized by this Authorizing Ordinance and (iii) for any lawful purpose of the Town. In the event any moneys in the Reserve Fund are transferred to the Bond Fund pursuant to Section 14 hereof, the Town will replenish the Reserve Fund in the amount of such withdrawal, within 30 days of said withdrawal, from Net Revenues of the sewerage facilities, or any other legally available moneys of the Town. In the event the Town shall fail to make any of the payments required by this Section, the item or installment in default shall continue as an obligation of the Town until the amount in default shall have been fully paid and the Town agrees to pay the same.

C. Additional Bonds. The Town will not deliver any additional bonds or other obligations having a lien on the Pledged Revenues superior to or on a parity with the lien of the Bond without satisfaction of the requirements set forth in Section 12 hereof.

D. Conditions Precedent. Upon the date of issuance of the Bond, the Town hereby covenants that all conditions, acts, and things required by the Constitution or statutes of the State of Wyoming or by the Act or by this Authorizing Ordinance to exist, to have happened, or to have been performed precedent to or in the issuance of the Bond shall exist, have happened and have been performed.

E. Efficient Operation and Operation. The Town shall at all times cause its sewer facilities to be properly operated in a sound and economical manner; and the Town shall maintain, preserve and keep the same properly or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the sewer facilities may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the sewer facilities shall be reasonable and not substantially more than would be paid by other bodies corporate and politic for similar services.

F. Compliance with Laws, etc. The Town shall observe and perform all of the terms and conditions contained in this Authorizing Ordinance and the Act, and all laws supplemental thereto and shall

comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to its sewer facilities, or to the Town, as the case may be.

G. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of its sewer facilities, or upon any part thereof, or upon any portion of the Pledged Revenues, when the same shall become due (provided that with respect to assessments or to other governmental charges that may lawfully be paid in installments over a period of years, the Town shall be obligated to pay only such installments as may have become due during the term of this Authorizing Ordinance), and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to its sewer facilities or any part thereof, except for any period during which the same is being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien or charge upon its sewer facilities, or any part thereof, or upon the Pledged Revenues, except the pledge and lien created by this Authorizing Ordinance for the payment of the Bond, and except as herein otherwise permitted. The Town shall satisfy and discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon its sewer facilities, or any part thereof, or the Pledged Revenues; but nothing herein requires the Town to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

H. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any installments of principal of the Bond remain outstanding, unless an acceptable entity under the Code or unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Town and is obligated by law to operate and maintain its sewer facilities and to fix and collect the revenues as herein provided without adversely affecting to any substantial degree at any time the privileges and rights of the Owner of the Bond.

I. Competent Management. The Town shall employ or enter into contract(s) for the services of experienced and competent management personnel for its sewer facilities and shall operate the sewer facilities for the Town, subject to the reasonable control and direction of the Town.

J. Rates and Charges. The Town covenants and agrees to cause its sewer facilities and other auxiliary services to be operated as revenue producing facilities on a nondiscriminatory basis and, in each fiscal year to charge such fees and rates for such facilities and services and to exercise such skill and diligence as to provide Net Revenues which equal at least 120% of the average annual principal and interest requirements payable with respect to the Series 2025 Bond in such Fiscal Year and any other parity debt obligations.

K. Budgets. The Town shall annually and at such other times as may be provided bylaw prepare a budget relating to its sewer facilities and the operation of the Town. Thirty(30) days prior to the beginning of each Fiscal Year, the Town shall submit the budget and projected cash flow to the Owner of the Bond. With the submission of the annual budget, the Town shall also provide a current rate schedule for its sewerage facility and a current listing of the members of its Governing Body and their terms.

L. Insurance. The Town shall at all times maintain, or cause to be maintained, fire and extended coverage insurance, worker's compensation insurance, replacement cost insurance, fidelity insurance, general liability insurance, medical liability insurance and all such other insurance as is customarily maintained with respect to facilities of like character against loss of Net Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the Town and of the Owner of the Bond or any other security payable from the Pledged Revenues.

M. Damage, Destruction and Condemnation. If the Town's sewer facilities are damaged or destroyed or if title to, or the temporary use of, the facilities shall have been taken under the exercise of the power of eminent domain, insurance proceeds or condemnation awards, as the case may be, shall be used either to repair to replace the facilities or redeem principal installments of the Bond pursuant to Section 4 hereof.

N. Impairment of Contract. The Town agrees that any law, resolution, ordinance or other action of the Town in any manner affecting the Pledged Revenues or the Bond, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any installments of principal of the Bond outstanding, unless such principal of the Bond has been discharged in full or provision has been fully made therefor, or unless the consent of the Bond Owner has been obtained.

O. Disposition of Facilities. As long as any installments of principal of the Bond remain outstanding, the Town covenants and agrees that it will not lease, sell or dispose of the sewerage facilities without applying the net proceeds thereof to redeem all or a portion of the Principal Balance of the Bond pursuant to Section 4 thereof.

P. Financial Statements and Reports. The Town will furnish or cause to be furnished to the Registered Owner of the Bond:

(1) Management Reports. Each Fiscal year the Town shall provide a management report which includes at a minimum a Balance Sheet and an Income and Expense Statement.

(2) Other Data. With reasonable promptness, the Town shall provide any other financial data as the Registered Owner of the Bond may reasonably request.

(3) Audit. The Town shall also provide an audit to the Registered Owner within 180 days of the close of the Town's fiscal year.

Q. Tax Covenant. The Town covenants and agrees that it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Bond under the Code. The Town further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bond or any other funds of the Town to be used directly or indirectly in any manner, the effect of which would be to cause the Bond to be an "arbitrage bond" within the meaning of the Code or would result in the inclusion of the interest on any of the installments of principal of the Bond in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds, if any, or (ii) the use of the proceeds of the Bond in a manner which would cause the Bond to be a "private activity," within the meaning of the Code.

R. Conflict of Documents. Pursuant to RUS Bulletin 1780-28, the Town has executed a Loan Resolution and Security Agreement (the "Loan Agreement") for the benefit of the Owner of the Bond. In the event of conflict between this Authorizing Ordinance and the Loan Resolution or any other United States Department of Agriculture ("USDA") agreement, the USDA agreement shall control.

S. Graduation. If at any time it shall appear to USDA that the Town is able to refinance the amount of the indebtedness evidenced by the Series 2025 Bond, in whole or in part, by obtaining a loan for such purposes from responsible cooperative or private credit sources, at reasonable rates and terms for loans for similar purposes and periods of time, the Town will, upon request of USDA, apply for and accept such loan in sufficient amount to repay USDA and will take all such actions as may be required in connection with such loan.

Section 17. Events of Default. Each of the following constitutes an “Event of Default”, that is, if:

- A. Nonpayment of Principal. Payment of an installment of principal of the Bond is not made when due at maturity or upon prior redemption.
- B. Nonpayment of Interest. Payment of interest on the Bond is not made when due.
- C. Incapable to Perform. The Town is not capable of fulfilling its obligations hereunder.
- D. Default of any Provision. The Town defaults in the punctual performance of its covenants under this Authorizing Ordinance for 60 days after written notice shall have been given to the Town by the Owner of the Bond.

Upon the happening and continuance of any of the Events of Default as provided herein, then and in every case the Owner of the Bond, including but not limited to a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees, in their capacity as such, to protect and enforce the rights of the Owner of the Bond under this Authorizing Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for specific performance of any covenant or agreement contained in this Authorizing Ordinance or in an award or execution of any power therein granted for the enforcement of any power or legal or equitable remedy as such Owner may deem most effectual to protect and enforce said rights, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of the Bond Owner, or to require the Town to act as if it were the trustee of an express trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the benefit of the Owner of the Bond. The failure of such Owner so to proceed shall not relieve the Town or any of its officers, agents or employees of any liability for failure to perform any duty. Each right or privilege of the Owner (or trustee thereof) is in addition and cumulative to any other right or privilege thereof.

IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO THE OWNER AS DESCRIBED ABOVE, UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT ALLOWED BY LAW, THE OWNER MAY DECLARE AN AMOUNT EQUAL TO THE PRINCIPAL AND ALL ACCRUED INTEREST ON THE BOND AND OTHER AMOUNTS PAYABLE UNDER THIS Authorizing Ordinance TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT PRESENTMENT, DEMAND, PROTEST OR OTHER NOTICE OF ANY KIND ALL OF WHICH ARE EXPRESSLY WAIVED BY THE TOWN.

Upon the happening of any of the events of default as provided above, the Town, in addition, shall do and perform all proper acts on behalf of and for the Owner of the Bond to protect and preserve the security created for the payment of the principal of and interest on said Bond promptly as the same become due. So long as any installments of the Bond, either as to principal or interest, are outstanding and unpaid, the Town needs to pay the Pledged Revenues to the Paying Agent for deposit into the Bond Fund and the Reserve Fund, when necessary, for use for the purposes therein provided. In the event the Town fails or refuses to proceed as provided in this Authorizing Ordinance, the Owner of the Bond, after demand in writing, may proceed to protect and enforce the rights of the Bondowner as herein above provided.

The Owner of said Bond may, either at law or in equity, by suit, action, mandamus or other appropriate proceedings in any court of competent jurisdiction, protect the lien created by this Authorizing Ordinance on the Pledged Revenues and may by suit, action, mandamus or other appropriate proceeding or proceedings enforce and compel the performance of any duty imposed upon the Town by the provisions of this Authorizing Ordinance.

Section 18. Defeasance. The Town has the right to prepay the Principal Balance of the Bond, in whole or in part, at any time without penalty, pursuant to the provisions of Section 4 hereof. The Town **does not have the right to defease the Bond.**

Section 19. Amendment of Authorizing Ordinance. This Authorizing Ordinance may be amended, without receipt by the Town of any additional consideration, but only with the written consent of the Owner of the Bond.

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EXHIBIT A
(ATTACH INVESTMENT LETTER)

SCHEDULE I

[See attached Amortization Schedule computed on the basis of an Actual/360-day year)

“Paying Agent” or the “Bond Registrar”). If the Bond is owned by the United States of America, then payment of principal and interest will be made by the Paying Agent directly thereto.

REFERENCE IS HEREBY MADE TO FURTHER PROVISIONS OF THIS BOND SET FORTH HEREINAFTER, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF FULLY SET FORTH IN THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN TESTIMONY WHEREOF, the Governing Body of the Town of Basin, Wyoming, has caused this Bond to be signed by the manual signature of the Mayor and countersigned and attested with the manual signature of the Town Clerk, all as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

Mayor

COUNTERSIGNED AND ATTESTED:

Town Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2025 Bond described in the within mentioned Authorizing Ordinance. Attached hereto is the complete text of the opinion of bond counsel, Freudenthal & Bonds, P.C., a signed copy of which, dated the date of the original issuance of such Bond, is on file with the undersigned.

**Date of Registration
and Authentication:**

February 3, 2025

**TOWN CLERK
TOWN OF BASIN, WYOMING
as Bond Register**

By: _____
Authorized Officer

with this Authorizing Ordinance are hereby repealed to the extent that they conflict with this Authorizing Ordinance.

Section 9. Severability. Should any part or provision of this Authorizing Ordinance ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this Authorizing Ordinance is severable.

Section 10. Declaration of Emergency and Effective Date. By reason of the fact that the Town currently needs the proceeds from the sale of Bond to refinance the Interim Financing, it is necessary to immediately authorize the issuance of the Bond at a time prior to the time an ordinance could be publicly read three (3) times and adopted as provided by law, and it is hereby declared that an emergency exists, that this Authorizing Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare, and that it shall be in full force and effect from and after its passage and approval.

Section 11. Suspension of Readings. The rule requiring ordinances, except emergency ordinances, to have public readings on three (3) different days unless three-fourths (3/4) of the Governing Body vote to suspend the rules as provided by Wyo. Stat. 15-1-115, is hereby suspended for the purpose of permitting the adoption of this Ordinance at this meeting.

Section 12. Effective Date and Recording. This Authorizing Ordinance shall be effective upon proclamation of the Mayor, and as soon thereafter as is practicable it shall be published as required by law.

ADOPTED AND APPROVED this 29th day of January, 2025.

TOWN OF BASIN, WYOMING

Mayor

ATTESTED:

Town Clerk

PROCLAMATION

The foregoing Ordinance, adopted and approved this 29th day of January, 2025, which operates for the immediate preservation of the public peace, health, safety, and welfare, shall become effective immediately upon the date of this proclamation and as soon thereafter as practical it shall be published as required by law.

TOWN OF BASIN, WYOMING

Mayor

ATTESTED:

Town Clerk

3.3. Nothing in this Agreement or otherwise shall be construed in any way to require Secured Party to assume and perform any of the duties, liabilities or obligations of Debtor with respect to the Bond.

4. **Events of Default.**

4.1. The occurrence of a default under any of the Obligations shall constitute a default hereunder.

5. **General Provisions.**

5.1. **No Waiver.** No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security Secured Party may have or hereafter acquire for the payment of the Obligations, nor shall the taking of any such additional security waive or impair this Security Agreement; but Secured Party may resort to any security it may have in the order it may deem proper.

5.2. **Governing Law.** This Security Agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming. Further, the place where this Security Agreement is entered into, and the place of performance and transaction of business represented hereby shall be deemed to be the State of Wyoming, and in the event of litigation, the exclusive forum, venue and place of jurisdiction shall be the State of Wyoming.

5.3. **Terms.** Unless the context otherwise requires, all terms used herein which are defined in the Wyoming Uniform Commercial Code, shall have the meaning therein stated, and all terms used herein which are defined in the Authorizing Ordinance dated January 29, 2025 shall have the meaning therein stated.

5.4. **Copy as Financing Statement.** A copy, including a photocopy, of this Security Agreement may be filed as a financing statement.

DEBTOR: TOWN OF BASIN, WYOMING

By: _____
Title: _____

6. Education Policy With Respect to Requirements for Bonds. The Compliance Officer and each designee, if any, will be provided with education and training on federal tax requirements applicable to Bonds, as needed. The Town recognizes that such education and training is vital as a means of helping to ensure that the Town remains in compliance with all requirements applicable to the Bonds. The Compliance Officer and any designees will be provided the time to attend and participate in educational and training programs with respect to federal tax requirements, securities requirements and disclosure requirements related to bonds, and will be reimbursed for reasonable expenses incurred with respect to attendance at such events.

7. Retention of Rebate Analysts, Filing Agents or Other Professionals. The Town may retain for particular transactions one or more Rebate Analysts, Filing Agents or other professionals for the purpose of filing any necessary forms to obtain refundable tax credits. A Rebate Analyst may also be retained or engaged at the outset of a transaction to advise the Town with respect to the transaction structure that will allow the Town to take advantage of any available exceptions to the arbitrage rebate rule.

The Town acknowledges that arbitrage rebate payments, if due, are to be made to the United States of America at the end of each and every fifth bond year during which a series of Bonds is outstanding and upon the final maturity of each series of Bonds. The Town hereby directs the Compliance Officer to review, from time to time, the tax compliance certificates and agreements executed and delivered for outstanding Bonds to determine the specific deadlines for calculating and submitting arbitrage rebate payments.

8. Periodic Review. The Compliance Officer will perform the tasks described in this Compliance Policy each Compliance Check Period. In addition, the Compliance Officer shall cause this Compliance Policy to be reviewed at least annually by Bond Counsel to ensure conformity with current Regulations, and will amend this Compliance Policy from time to time, as necessary.

9. Policy Document. This adopted Compliance Policy of the Town shall apply on an ongoing basis to Bonds issued by the Town from and after adoption. The Town reserves the right to waive or deviate from this Compliance Policy where necessary to comply with state or federal law, or as required by special circumstances. However, the Town shall not waive or deviate from this Compliance Policy, if such waiver or deviation shall cause the Town to fail to comply with the legal requirements imposed upon the Town. This Compliance Policy shall be reviewed regularly by Bond Counsel retained by the Town from time to time to ensure conformity with current Regulations.

September 22, 2015

TOWN OF BASIN, WYOMING

Mayor

ATTESTED:

Town Clerk/Treasurer

\$1,877,000
TOWN OF BASIN, WYOMING
SEWERAGE REVENUE BOND
DATED FEBRUARY 3, 2025

DELIVERY CERTIFICATE

The undersigned, Clerk of the Town of Basin, Wyoming (the "Town") hereby certifies that the "Sewerage Revenue Bond, Series 2025," dated February 3, 2025, in the principal amount of \$1,877,000, was delivered to Rural Utilities Service, an agency of the United States Department of Agriculture, as purchaser, in accordance with its investment letter dated February 3, 2025 (the "Investment Letter"), and the Town acknowledges receipt of the following:

Series 2025 Bond:	\$1,877,000
Total:	\$1,877,000

And it is hereby certified that the statements made in the Certificates appearing at pages 5 to 16, inclusive, concerning the Town and the above Bond, including but not limited to provisions therein relating to officers of the Town and their signatures, and to the absence of any litigation regarding the Town, its officers or the above Bond, remain true and correct to and including the date of this Certificate, the same as if executed and dated on said date; and each of the paragraphs therein set forth is incorporated herein by specific reference.

IN WITNESS WHEREOF, I have hereunto subscribed my name at Basin, Wyoming, as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

Town Clerk

STATE OF WYOMING)
)
COUNTY OF BIG HORN)
)
TOWN OF BASIN)

GENERAL INCUMBENCY
CERTIFICATE

The undersigned authorities, CJ Duncan, Deaun Tigner, Tracy Harper and Kent Richins, first duly sworn on oath, do hereby certify that:

1. They are the duly elected, qualified, sworn and acting Mayor, Town Administrator and Clerk of the Town of Basin, Wyoming (the "Town") and the duly appointed Attorney for said Town, respectively.

2. The Town is an incorporated municipality duly organized and existing under the Constitution and laws of the State of Wyoming. The Town was incorporated on September 15, 1886.

3. For the period from January 9, 2025, to and including the date of this Affidavit, the following have been and now are the duly elected or appointed and qualified members of the Governing Body of the Town and officials of the Town:

Mayor:	CJ Duncan
Members:	Mike Dellos
	Brent Godfrey
	Charles Hopkins
	Linda Weeks
Town Administrator:	Deaun Tigner
Town Clerk:	Tracy Harper
Town Attorney:	Kent Richins

4. The specimen signatures for the Mayor, Town Administrator and the Town Clerk appear below. Both officials are authorized to execute and deliver the Bond Documents (as set forth in the Authorizing Ordinance defined below).

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
CJ Duncan	Mayor	
Deaun Tigner	Town Administrator	
Tracy Harper	Clerk	

5. The Town owns and operates a revenue-producing sewerage treatment facility (the "Sewerage Facility" or the "Facility") and the Governing Body determined that it was necessary to extend and improve the Facility (the "Sewerage Project"). The estimated cost of such Sewerage Project was approximately \$4,124,000, and it was anticipated that said cost would be paid by a Rural Utilities Service ("RUS") loan in the aggregate amount of \$2,712,000 (the "Loan") and a grant from RUS in the aggregate amount of \$1,412,000. In anticipation of receipt of the Loan, the Town sold and delivered, at private sale, its "Sewerage Revenue Bond Anticipation Note, Series 2022," dated March 23, 2022, in the maximum principal amount of \$2,712,000, maturing on February 1, 2025 (the "Series 2022 Anticipation Note," the "Note" or the "Interim Financing") to Security State Bank in Basin, Wyoming. It is now necessary to provide funds for the purpose of (i) refinancing the outstanding amount of the Interim Financing, and (ii) paying certain incidental costs incurred in connection with the foregoing (collectively, the "Refinancing Project"). As the Town only drew \$1,877,000 of the amount available from the Interim Financing, the RUS Loan will be evidenced by the issuance of the Town's Sewerage Revenue Bond in the principal amount of \$1,877,000 (the "Series 2025 Bond" or the "Bond") that will be purchased by RUS. The proceeds of the Bond will be used to pay the Refinancing Project.

IN WITNESS WHEREOF, We have hereunto subscribed our names as of the 29th day of January, 2025.
TOWN OF BASIN, WYOMING

Mayor

Town Administrator

Town Clerk

Town Attorney

STATE OF WYOMING)
) ss.
COUNTY OF BIG HORN)

The foregoing was acknowledged before me this 29th day of January, 2025, by CJ Duncan, as Mayor of the Town of Basin, Wyoming (the “Town”), by Deaun Tigner, Town Administrator and by Tracy Harper as Clerk of the Town.

(S E A L)

Notary Public

My commission expires _____

STATE OF WYOMING)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2025, by Kent Richins, as Attorney for the Town of Basin, Wyoming,

(S E A L)

Notary Public

My commission expires _____

\$1,877,000
TOWN OF BASIN, WYOMING
SEWERAGE REVENUE BOND
DATED FEBRUARY 3, 2025

CERTIFICATE OF PAYING AGENT/REGISTRAR

The undersigned is the Clerk of the Town of Basin, Wyoming (the "Town"), in connection with the issuance by the Town of its "Sewerage Revenue Bond, Series 2025," dated February 3, 2025, in the principal amount of \$1,877,000 certifies as follows:

1. The Clerk has been designated as the Paying Agent/Registrar for the Bond.
2. The Clerk has full authority under the laws of the State of Wyoming to act as Paying Agent/Registrar, and has accepted and does hereby accept the duties of Paying Agent/Registrar.
3. On or before the date hereof, the Clerk did execute the Certificate of Authentication appearing on the Bond by the signature of an authorized signatory of the Clerk, and such Bond have been fully registered.
4. The individual whose signature appears on the Certificate of Authentication is duly authorized to subscribe such signature on the Bond and to act as an authorized signatory of the Clerk.
5. The undersigned Clerk is duly authorized by all applicable laws, rules, regulations, and corporate documents to make the representations herein.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

Town Clerk

\$1,877,000
TOWN OF BASIN, WYOMING
SEWERAGE REVENUE BOND
DATED FEBRUARY 3, 2025

SIGNATURE CERTIFICATE

We, the undersigned, do hereby certify that we were the Mayor and Clerk of the Town of Basin, Wyoming (the "Town") on the date of the execution of the Town's "Sewerage Revenue Bond, Series 2025," dated February 3, 2025, in the principal amount of \$1,877,000 (the "Series 2025 Bond" or the "Bond"); that manual signatures appearing upon said Bond are the manual signatures of such officers, respectively; that the manual signatures were duly and manually affixed by the undersigned officers whose signatures they purport to be; and that said officers have to this Certificate subscribed their manual signatures.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of the 3rd day of February, 2025.

TOWN OF BASIN, WYOMING

Mayor

Town Clerk

Signatures affixed to the above Certificate and upon the above described Bond guaranteed as those of the officials, respectively, designated above.

By: _____
Title: Attorney for the Town

(Signature page for Source and Use of Funds Certificate)

IN WITNESS WHEREOF, We have hereunto subscribed our names as of the 3rd day of February, 2025.

TOWN OF BASIN WYOMING

Mayor

Town Administrator