



Item: Resolution 10126, Authorizing Participation in the Board of Investments Intercap Revolving Program for the purchase of two (2) 2016 pumper fire trucks

From: Fiscal Services Department

Initiated By: Purchase of fire trucks

Presented By: Melissa Kinzler, Fiscal Services Director

Action Requested: City Commission Adopt Resolution 10126

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10126 authorizing the participation in the Board of Investments Intercap Revolving Program for the purchase of two (2) 2016 pumper fire trucks.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Summary: On November 17, 2015 the City Commission approved the purchase of two 2016 Pumper Fire Trucks. Resolution 10126 authorizes the borrowing of the funds for this purchase. The Montana Board of Investments has agreed to loan the City of Great Falls, \$801,098 for the purchase of two 2016 pumper fire trucks. The loan has a variable interest rate that changes annually in February and the current interest rate is 1.25%. The term of the loan will be 10 years and will be repayable from the General Fund at approximately \$86,000 a year. Any amounts that are authorized in the borrowing that are in excess of the amount needed for the purchase of the trucks will be released back to the Montana Board of Investments for their use on other projects. Early redemption of the loan is possible. The average annual interest rate of this program for the last 5 years is 1.29%. The closing date of this borrowing is scheduled for December 11, 2015.

Fiscal Impact: The loan will be paid from the General Fund at approximately \$86,000 a year for 10 years. The City will be using part of its nonvoted general obligation debt authorized under 7-7-4104, MCA. After the loan the City will have approximately \$1.5 million left in principal capacity and \$88,000 in annual debt service capacity.

Alternatives: The City Commission could choose to not enter into the loan agreement. If approval of the loan is not given, alternative financing would be needed for the purchase of the fire trucks.

Attachments/Exhibits: Resolution 10126
Loan closing documents

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. 10126

Issuer: City of Great Falls

Kind, date, time and place of meeting: A regular meeting of the Great Falls City Commission held on the 1st day of December, 2015, at 7:00 o'clock p.m. in Great Falls, Montana.

Members present: _____

Members absent: _____

RESOLUTION NO. 10126

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 1st day of December, 2015.

(Seal of the City)

By _____
Lisa Kunz, City Clerk

RESOLUTION NO. 10126

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.25% per annum through February 15, 2016 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Security Instrument means a security agreement in substantially the form set forth, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

Trustee shall mean U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$801,098.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$801,098.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.25% per annum through February 15, 2016 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. [The repayment of the Loan shall be secured by a security interest in the Project being financed.] The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, the Security Agreement and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, Security Agreement and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this 1st day of December, 2015.

Michael J. Winters, Mayor

Attest:

Lisa Kunz, City Clerk

INTERCAP PROGRAM

(An annual adjusting interest rate program for
Montana Local Governments)

TERM SHEET

of

STATE OF MONTANA BOARD OF INVESTMENTS
(herein referred to as the Board)

to

CITY OF GREAT FALLS
(hereinafter referred to as the Borrower)

BORROWER'S ADDRESS: P.O. Box 5021
Great Falls, MT 59403

PRINCIPAL CONTACT PERSON: Cheryl Lucas, Accountant

PHONE NUMBER: (406) 455-8481
FACSIMILE NUMBER: (406) 452-8048
E-MAIL: clucas@greatfallsmt.net

LOAN AMOUNT: EIGHT HUNDRED ONE THOUSAND NINETY EIGHT AND 00/100
DOLLARS (\$801,098.00)

TERM OF LOAN: 10 years

TERM SHEET ISSUANCE DATE: November 6, 2015

TERM SHEET VALID THROUGH: November 6, 2015

BORROWER ACT: 7-7-4101, 7-5-4306, 7-7-4201, M.C.A.

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INTERCAP LOAN PROGRAM

Term Sheet

Section 1. Definitions.

Capitalized terms herein shall have the respective meanings assigned them in this Section 1, unless the context clearly otherwise requires:

"Act" shall mean Title 17, Chapter 5, Part 16, M.C.A., as amended.

"Adjusted interest rate" shall mean the interest rate on the Loan determined and established pursuant to the Loan Agreement or Bond Resolution.

"Application" shall mean the completed application form executed by the Borrower and submitted to the Board.

"Board" shall mean the State of Montana Board of Investments, a public body corporate organized and existing under the laws of the state of Montana and any successor of its functions hereunder.

"Bond" shall mean the bond or Note issued by the Borrower evidencing a Loan from the Board.

"Borrower" shall mean the Eligible Government Unit set forth on the cover hereof.

"Borrower Act" shall mean Section 7-7-4101, 7-5-4306, 7-7-4201, Montana Code Annotated.

"Borrower Resolution" shall mean the resolution, in form and substance satisfactory to the Board, duly enacted by the Governing Body of the Borrower, authorizing the Loan and prescribing the terms thereof and establishing the security thereof, and authorizing the execution and delivery of the Loan Agreement and the Note.

"Eligible Government Unit" shall mean a city, town, school district, county or consolidated city-county, county water and sewer district, a rural fire district, a hospital district, a state agency, organized and existing under the laws of the state or any other governmental entity authorized by the issuer to participate in the INTERCAP Program.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, (iii) with respect to a school district, county water or sewer district, hospital district, or rural fire district, the Board of Trustees, and iv) with respect to any other Eligible Government Unit, such official body having the authority to enter into contracts and to make binding decisions on behalf of such unit.

"Initial Interest Rate" shall mean the rate on the Loan from the date of the Loan to the first Interest Adjustment Date. The current loan rate through February 15, 2016 is 1.25 percent.

"INTERCAP Program or INTERCAP" shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell INTERCAP Bonds and use the proceeds thereof to make loans to Eligible Government Units pursuant to the Borrower Act.

"INTERCAP Bonds" shall mean the State of Montana Board of Investments Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Program).

"Interest Adjustment Date" shall mean February 16.

"Loan" shall mean the INTERCAP loan by the Board to the Borrower under the terms of the Loan Agreement or Bond Resolution.

"Loan Agreement" shall mean the agreement entered into between the Board and the Borrower; this agreement may also be a bond resolution or a supplemental bond resolution for the purpose of issuing bonds or additional parity bonds with respect to the Borrower's original revenue bond issue.

"Loan Date" shall mean the anticipated date of closing the Loan.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" shall mean the promissory note or Bond issued by the Borrower evidencing a Loan from the Board.

"Pledged Revenues" shall mean the taxes, fees, revenues, assessments or other funds of the Borrower identified as to the source for the repayment of the Loan.

"Project" shall mean the portion of the Total Project to be financed by the INTERCAP Loan.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan.

"Total Project" shall mean the project as described in Section 14 of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14.

"System" shall mean, if applicable, the utility operated by the Borrower and from which the revenues pledged to the repayment of the Loan are pledged.

Section 2. Variable Rate Program.

The INTERCAP Program is a variable rate program with the interest rate adjusting each February 16.

Section 3. Authorization to Borrow.

The Borrower is a duly organized and existing Eligible Government Unit in the state of Montana and has the power under the Borrower Act to enter into a Loan.

Section 4. Authorization to Undertake Project.

The Governing Body will or has duly authorized the undertaking of the Project. Prior to the actual closing of the loan, the Borrower will have obtained or will have made all permits, findings and approvals required to the date hereof by any governmental agency or authority, including, but not limited to the Department of Environmental Quality (DEQ), the Environmental Protection Agency (EPA), and the Montana Environmental Protection Agency (MEPA) for the Project. With respect to the Project, the Borrower will comply with all federal and state regulations.

Section 5. Legal Debt Limits.

The issuance of the Bond or Note in a principal amount equal to the Loan Amount will not (i) cause the indebtedness of the Borrower to exceed any constitutional or statutory limitation or (ii) violate any term, condition or provision of or constitute a default under any resolution, contract or agreement to which the Borrower is a party or by which the Borrower is bound.

Section 6. Bidding Requirements and Prevailing Wage.

The Governing Body will follow where required by law the bidding statutes concerning public contracts including Section 18-2-403 M.C.A., preference for Montana labor and prevailing wage.

Section 7. Accuracy and Timeliness of Information on Application.

The information contained in the Application is true, accurate, complete, and not misleading on the date of its original delivery to the Board and as of the date hereof. Any financial information furnished as part of the Application is true and complete as of the dates and for the periods indicated, and there has been no material adverse change in the financial condition of the Borrower. The Borrower covenants that it will notify the Board of any material adverse change in the financial condition or the Borrower's ability to repay the Loan that may occur between the date hereof and the Loan Date.

Section 8. Borrower Action Before Loan Closing.

The Borrower recognizes that the closing of the Loan is dependent upon the Borrower's satisfaction of the terms and conditions and that any action taken by the Borrower with respect to entering into a contract for the acquisition or construction of the Project prior to the closing of the Loan is at its own risk and agrees to hold the Board harmless from any loss, damage or claim arising as a result from doing so.

Section 9. Project Conformance and Cost.

The Borrower acknowledges and agrees that the Project financed with INTERCAP money conforms with the Total Project description as presented in Section 14 and that all money necessary to pay for Total Project Costs will or has been procured prior to the disbursement of INTERCAP funds.

Section 10. Modification of Term Sheet.

The Borrower may request that the Project to be financed with the INTERCAP Loan be modified by either increasing or decreasing the loan amount requested. The Board will have the sole discretion whether or not to consent to an increase in the Loan Amount and such consent shall be in writing. The modification may not substantially change the scope of the Total Project without the Board's approval.

Section 11. Loan Closing Submission.

After all the Terms and Conditions have been met and the Borrower is ready to receive financing, the Borrower shall submit to the Board the following loan closing documents (**Board prepares items 1-3 loan documents**):

1. The Borrower Resolution and Loan Agreement;
2. The Note or Bond duly and validly authorized, issued, and executed by the Borrower;
3. An Opinion of Borrower's Counsel in a form acceptable to the Board; and
4. Such other certificates, documents, opinions and information as are required under the Loan Agreement to be delivered to the Board as of the date of issuance of the Note and such other opinions and certificates as the Board may reasonably request to demonstrate compliance with its representations, covenants and agreements contained in the Loan Agreement.

Section 12. The Loan Agreement.

The covenants and collateral, if any, securing the Loan shall be contained in the Loan Agreement and such other security instruments, if any, as the Board shall require. Forms of all INTERCAP Program documents required to be delivered by the Borrower to the Board will be provided by the Board.

Section 13. Project/Project Costs.

Finance two new Fire Pumpers	\$801,098.00
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Section 14. Total Project/Total Project Costs.

Same as Section 13.

Section 15. Specific Conditions.

These conditions are specific to this Loan. If the general language seems to conflict with the specific conditions, the specific conditions supersede the general language.

1. The Board will have first lien on the project vehicles.

STATE OF MONTANA BOARD OF INVESTMENTS

Loan Closing Instructions

Attached are two sets of the INTERCAP loan closing documents which should be properly executed (signed) by the Authorized Representatives of the Borrower. The original set of documents should be returned to the Board of Investments (the "Board"); please keep the set stamped "Copy" for your files. Please send to:

Board of Investments
Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126
(444-0001)

LOAN CLOSING DOCUMENTS:

1. Resolution Authorizing Participation in the INTERCAP Program - The Borrower's governing board will have to authorize the INTERCAP loan. A Resolution is enclosed for your use. An Authorized Representative should sign and certify the Resolution.
2. Loan Agreement - Check all numbers on the face of the Loan Agreement to be sure that you are in agreement. Have an Authorized Representative enter into this loan agreement and sign it where indicated.
3. Description of the Project/Summary of Disbursements - Examine the information and numbers on this document. This is an informational record that will keep a running total of how much has been expended on the Project.
4. Borrower's Draw Certificate - This document shows the specific funding amounts for the cash advancement and funding instructions. The certificate has been completed by the BOI; however, it should be carefully reviewed for accuracy and signed by an Authorized Representative.
5. Promissory Note - Be sure that this document is signed by an Authorized Representative. Examine the schedule which shows the principal payments for the life of the loan and interest payments to the next interest adjustment date.
6. Opinion of Counsel - Your governing body's general counsel must review the entire transaction and provide the BOI with an opinion substantially in this format **on its letterhead and dated as of the day of the closing**. The opinion calls for several representations and also that the Borrower has perfected a security interest for the benefit of the BOI for equipment and vehicles, if applicable.
7. Security Agreement - Applicable only for vehicles and equipment, not real property improvements. The last page of this agreement shows the list of the security, such as vehicles or equipment that the loan is financing. Evidence of insurance coverage for the benefit of U. S. Bank National Association, as Trustee, as discussed in Section 3(b), should be attached to the Security Agreement. In order to perfect the Trustee's security interest in the Project it will be necessary for your government to file financing statements with the Secretary of State's office or local county clerk and record's office as may be required by law. In the case of motor vehicles it will be necessary to perfect a security interest in accordance with 61-3-103 M.C.A. **If your loan covers equipment, you will find one UCC1 form enclosed with BOI as the secured party. Please send the UCC1 form and \$7.00 (no cash please) filing fee to the Secretary of State. If the equipment is considered to be a fixture of real property (ex. a telephone system) there are two UCCI forms that need to be filed. Please file one with the Secretary of State and the other with your county government.** All other security interests are also to show U. S. Bank National Association, Trustee, as the secured party. The Security Agreement must be signed.

8. Certificate of Appropriations (if applicable) - This certificate must be executed and returned to our office. A new Certificate of Appropriations must be executed and returned to our office by August 15 of each year the loan is outstanding. The Trustee will remind you in July of its submission requirement.

9. Disbursement Request Form When requesting additional funds, a Disbursement Request Form must be completed and signed by an Authorized Representative with invoice(s) attached. **If your request is received by Tuesday, the disbursement will be made that Friday.** Otherwise, the disbursement will be made the following Friday. There may be instances when additional documents may be necessary in addition to a Disbursement Request Form. For example, if your INTERCAP application included two different projects (e.g. real property and equipment) and your initial draw was for real property (which didn't require a Security Agreement), when additional funds are requested for the equipment, a Security Agreement and an Opinion of Counsel reflecting a first lien on the equipment will be needed. More time may be needed if additional documents are required and we will contact you with specific requirements.

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CITY OF GREAT FALLS

as Borrower

DATE OF AGREEMENT: December 11, 2015

LOAN AMOUNT: EIGHT HUNDRED ONE THOUSAND NINETY-EIGHT AND NO/100
DOLLARS (\$801,098.00)

ADDRESS OF BORROWER: City of Great Falls
P.O. Box 5021
Great Falls, MT 59403

CONTACT PERSON OF BORROWER:
NAME Gregory T. Doyon
TITLE City Manager
TELEPHONE (406) 455-8450
FACSIMILE (406) 455-8048
E-MAIL gdoyon@greatfallsmt.net

ALTERNATE CONTACT PERSON
NAME Lisa Kunz
TITLE City Clerk
TELEPHONE (406) 455-8451
FACSIMILE (406) 455-8048
E-MAIL lkunz@greatfallsmt.net

STATUTORY AUTHORITY FOR BORROWING: 7-7-4101, and 7-7-4201, 7-5-4306 , M.C.A.

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This Loan Agreement (the "Agreement") dated as of December 11, 2015, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and City of Great Falls ("the Borrower"), a political subdivision of the State of Montana;

WITNESSETH:

WHEREAS, pursuant to Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated (the "Act") and in accordance with the Indenture of Trust, dated as of March 1, 1991, between the Board and U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) (the "Trustee"), has established its INTERCAP Revolving Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "Bonds"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, to provide temporary financing of projects or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$801,098.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Indenture.

"Act" means Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Interest Rate" shall mean the interest rate on the Loan determined and established pursuant to the Promissory Note hereto and the Loan Agreement or Bond Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Bonds" means the Board of Investments of the State of Montana's Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) authorized to be issued for the Program.

"Borrower" means City of Great Falls, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means 7-7-4101, and 7-7-4201, 7-5-4306, the section of Montana Code Annotated that authorizes an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve and all amendments and supplements thereto.

"Commencement Date" means December 11, 2015, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money or any board, agency, or department of the state, or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning on July 1 and ending June 30.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Indenture" means that certain Indenture of Trust, dated as of March 1, 1991, by and between the Board and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with its terms.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, and the Security Instrument, if any, as originally executed or as they may from time to time be supplemented, modified or amended in accordance with the terms hereof and of the Indenture.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"Security Instrument" means a Security Agreement in substantially the form set forth hereto, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

"Series Supplemental Indenture of Trust" means a Supplemental Indenture of Trust authorizing the issuance of an additional series of bonds in accordance with the provisions of the Indenture.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" shall mean the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" shall mean the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

"Trustee" means the U. S. Bank National Association (formerly known as First Trust Company of Montana National Association), a corporation organized and existing under the laws of the United States, or its successor as trustee as provided in the Indenture.

Section 1.02. Rules of Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

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

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

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

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

- Description of the Project/Summary of Disbursements.
- Borrower's Draw Certificate.
- Promissory Note.
- Opinion of Borrower's Counsel.
- Certificate of Appropriation (if applicable).
- Form of Security Instrument (if applicable).

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board, the Trustee and the Bondholders as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement, the Note, and the Security Instrument:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) 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 indenture, loan agreement or other instrument (other than this Agreement, the Note, and the Security Instrument) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement, the Note, and the Security Instrument or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In

addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated and shall file with the Board financial reports and audits when such reports and audits are required to be filed by the Department of Commerce.

(d) Security Interest. The Borrower shall grant the Board a first security interest in the Project being financed by the Loan to the extent allowed by law, by executing and delivering the Security Instrument.

(e) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the property constituting the Project prior to the security interest granted hereunder other than (i) any security interest or lien pursuant to a loan agreement, mortgage, deed of trust, indenture or similar financing agreement of the Borrower in force and effect as of the date of this Agreement which creates a security interest or lien in after-acquired property of the Borrower and which is approved in writing by the Board, (ii), any security interest, mortgage or deed of trust permitted in writing by the Trustee, or (iii) any security interest or lien imposed or arising by statute or operation of law.

(f) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan, the Note, and the Security Instrument and this Agreement, including but not limited to:

(1) The Borrower will cause all financing statements necessary to be filed in connection with the security interest granted in the Security Instrument, if any is required hereunder, to be executed and filed, at Borrower's expense.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$801,098.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all of the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board and the Trustee, the following documents (except that the Board may waive any of such documents):

- (a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such certified resolutions are acceptable to the Trustee;
- (b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such opinion is acceptable to the Trustee;
- (c) The executed Security Instrument, attached hereto, required by the Board, including evidence of filing of a financing statement, if any, in every office in which it is required to be filed in order to perfect the security interest of the Board in the personal property pledged pursuant to the Security Instrument;
- (d) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;
- (e) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04 including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request and Security Instrument, if required, and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees to make Loan Repayments to the Trustee on each Loan Repayment Date to be calculated by the Trustee and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's bonds, as determined pursuant to Section 3.03 of the Indenture, plus up to 1.50% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the Bonds shall not exceed 15% per annum.

(d) Within thirty days of the Adjustment Date the Trustee shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

(e) Loan Repayments may be made by check, wire transfer, or Automatic Clearing House (ACH) of funds to the Trustee.

Section 5.02. Delinquent Loan Payments.

From and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on United States of America Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the Trustee pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of ten (10) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-420, as amended (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding the provisions of the Property Tax Limitation Act.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII hereof.

(b) The Borrower agrees to permit the Board and the Trustee to examine, visit and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may prepay the Loan in whole or in part upon giving 30 days prior written notice to the Board.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

ARTICLE XI. ASSIGNMENT.

Section 11.01. Assignment by Board or Trustee.

(a) The Borrower expressly acknowledges that all right, title and interest of the Board in and to this Agreement (except for the rights of the Board to indemnification pursuant to Section 13.08 hereof) the Note, and the Security Instrument have been assigned to the Trustee, as security for the Bonds, under and as provided in the Indenture, and that if any Event of Default shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Board. In addition, the Borrower acknowledges that the Board has appointed the Trustee as servicer entitled to act hereunder in the place and stead of the Board. This Agreement, the Note, and the Security Instrument, including (without limitation) the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce performance by the Borrower of its other obligations hereunder, may be further assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. Forthwith upon any such assignment the Trustee shall notify the Borrower thereof.

(b) The Borrower acknowledges that payment of the Bonds does not constitute payment of the amounts due under this Agreement.

Section 11.02. Assignment by Borrower.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Trustee and the Board.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Trustee that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days;

(f) A default occurs under the Security Instrument, if any.

Section 12.02. Notice of Default.

The Borrower agrees to give the Trustee and the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01(d) shall have occurred, the Trustee shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee or the Board shall have the right to take any action permitted or required pursuant to the Indenture and shall take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys Fees and Other Expenses.

The Borrower shall on demand pay to the Board or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower upon an Event of Default.

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

No remedy herein conferred upon or reserved to the Board or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or five days after mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on the cover hereof and to the other parties at the following addresses:

- (1) Board: Montana Board of Investments
Attn: Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126

- (2) Trustee: U. S. Bank National Association
Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

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

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications.

This Agreement may not be amended by the Board and the Borrower unless such amendment shall have been consented to in writing by the Trustee.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, unless otherwise provided by law or by rules, regulations or resolutions of the Board or unless delegated to the Trustee.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board and the Trustee, their respective officers, employees and agents, from and against any and all losses, claims, damages, liability or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees for attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from or in any way connected with the acquisition, construction, installation and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.


No member, officer, agent or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All of the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

CITY OF GREAT FALLS

By Gregory T. Doyon
Its City Manager

WITNESS OR ATTEST

By Lisa Kunz
Its City Clerk

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS
FOR
CITY OF GREAT FALLS

Allocated
Amount
of Loan

Description of Project

1. Purchase two (2) new fire apparatus \$801,098.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				Reserved Amount		\$801,098.00
2659-01	#1 above	\$801,098.00	12/11/2015	796,859.00	4,239.00	4,239.00

BORROWER'S DRAW CERTIFICATE NO. 1
FOR DISBURSEMENT OF FUNDS
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of the City of Great Falls (the "Borrower") under the Loan Agreement, dated as of December 11, 2015 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and the subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Certificate with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown on the Borrower's Cash Advance Certificate and make payment to the entitled entity to receipt thereof as shown on said Certificate.

WITNESS my hand this 11th day of December, 2015.

CITY OF GREAT FALLS

By Gregory T. Doyon
Its City Manager

ATTEST:

By Lisa Kunz
Its City Clerk

BORROWER'S CASH ADVANCE CERTIFICATE NO. 1

1. Closing Date for Loan: December 11, 2015
2. Cash Amount to be Advanced (wire): \$796,859.00
3. The Term Over Which the Loan Advance is to be Amortized:
December 11, 2015 through February 15, 2026 (ten years)
4. Items to be Financed (serial number, model):

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2 – 2016 Peterbilt 1250 GPM Mid-Mounted Pumper		\$ 796,859.00

SPECIAL INSTRUCTIONS:

- wire funds to: US Bank
ABA # 092900383
For Cr To City of Great Falls
Acct. #150090411979

Pride Number	Qty	Description	Published Options	Unpublished Options
108	1	Change to Air Ride Suspension, Single	2278	
112	1	Tire Chains - Onspot	3704	
202	1	Aluminum Wheels, front	1751	
203	1	Aluminum Wheels, Rear Single Axle	2701	
207	1	Upgrade Kenworth/Peterbilt to 4 Door	12718	
623741	1	Cab, Pbt, Pierce 4-dr Convrnsn, 53.5", W/Windows in Back Wall, 2 Pc Windshield		9341.31
208	1	Intercom System (up to 6 position, 2 with radio, 6 headsets non-wireless)	5562	
211	1	Camera System, Sides and rear with monitor	1817	
653533	1	Camera, Pierce, 7" LCD, Rear Camera Only		-976.41
230	1	Radio with Weatherband	1156	
308	1	Pierce Husky 3, Single Agent (5) discharges	11466	
313	1	Foam Cell 20 Gallons	1331	
402	1	Add Front Bumper Line (including hose tray & cover)	2886	
411	1	Add Mechanical Seal to Pump	749	
415	1	Each Additional Transverse Preconnect 2.5 or 3" plumbing	2816	
419	1	Hose Reel, Under Cab w/ 100' Hose	3770	
420	1	Increase Pump from 1250 to 1500 gpm	5014	
423	1	MIV Valves Electric with manual back-up (each)	5745	
424	1	Provide (2) Speedlays IPO Crosslay with Rollers	5000	
426	2	Pump Panel Enclosure	9006	
612265	1	Enclosure, Roll-up door, DS Pump Panel, Inc Speedlays - Gortite, PMFD		2416.15
612263	1	Enclosure, Roll-up door, PS Pump Panel, Inc Speedlays, Gortite, PMFD		2416.15
430	1	Electric Extenda Gun	4969	
450	1	Electric Cord Reel with 200' of 10/3	1852	
453	1	Hose Bed Cover, Aluminum	5834	
460	2	Roof Compartment, Each	5958	
461	1	Adjustable Compartment shelves (6)	960	
462	1	Swing-out tool board	1741	
463	4	Slide-out floor tray	2848	
464	1	Adjustable slide-out tray	789	
466	1	Traffic Directing light bar	1435	
476	1	Auto-eject 15 amp	438	
479	1	Kussmaul Charger 1200	1552	
531324	1	Charger, Sngl Sys, Kussmaul, 1000, 091-56-12 w/Battery Saver		-235.2
482	1	LED under cab/body lighting (8)	1791	
483	1	12 volt LED Brow light	1762	
485	2	12 volt LED Pole light (per light)	3828	
487	4	SCBA Cylinder storage in fender panel triple (each)	3168	
556	1	Gas 5 KW	6405	
816	1	Deck Gun with Tips, Electric	8858	
543602	1	Monitor, TFT Hurricane Electric Monitor, Panel and Wireless Control		2274.2
973	1	Full Height - Depth Compartments	5800	
977	1	Ladder Storage next to tank	2478	
978	1	LED Emergency Light Package	6479	
585856	1	Frame Liner, Peterbilt, 3/4 Length Steel Inner Liner		1445.75
637869	1	Air Disc Brakes, Front Only - Peterbilt 348, Up To 14.6k Frt		1214.4
620086	1	Exhaust Modifications, Commercial Chassis, Horizontal Exhaust, DS Exit, non-NFPA		771.68
583539	1	Step Package, Deluxe Alum 4-way, w/LH Alum Fuel Tank, Peterbilt, 4-Door		2329.66
608911	1	FSC Storage, Crew Cab Center, Fwd Facing, KW/PB Crew Cab		1691.61
531877	3	Bracket, Air Bottle, Zico, QLM-U Universal Style		1973.48
650357	1	Spotlight, Golight/RadioRay®, Model 20**4, LED, 2 Lts		1576.48
689497	1	Tailboard, T-Shaped, 24" & 8" Deep, Angled Corners		1207.45
625184	1	Guard, Drip Pan, S/S, Rollup Door, Pumper		944.24
656031	1	Compt, Backboard Storage, Over Pump		1510.56
4940	1	Outlet, Left Side, 2.50"		1707.54
5047	1	Outlet, 4.00" w/4.00" Right, Handwheel		4453.08
4995	2	Outlet, Rear, 2.50"		4046.76
76629	1	Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shoreline Int		848.8
619174	1	Box, Junc, Woodhead, 3Wire, 4-20A 120V SB		1133.61
516901	1	Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shore/Gen, Interior		1867.01

583491	1	Paint by Pierce, Any Color, w/Pierce 4-Door Conversion, PMFD		3027.58
83115	1	Compartment for Booster Reel, Crew Cab, Right Side		1059.11

Base Bid	\$	211,788.00	
Published Options	\$	148,415.00	
Total Published Options	\$	360,203.00	
Unpublished Options	\$	48,045.00	13.34%
Total Options w/o HGAC Fee	\$	408,248.00	



November 12, 2015

Great Falls, MT

Two (2) Peterbilt Pumpers AS573

\$ 832,438.00

Proposal Price

(9,443.00)

Less payment upon completion @ factory discount

(26,136.00)

* Deduct for 100% pre-payment with contract

If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.

Proposal price including discounts

796,859.00

Terms:

The unit(s) would be ready for delivery from the factory within 9 to 11.5 months after contract execution.

The above pre-payment discount will be valid for 90 days.

Two (2) unit pricing is based on both units being purchased, manufactured and delivered at the same time. If units are not ordered, manufactured and delivered at the same price revised pricing will be required.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

The proposal price is based on the unit being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract FS12-13 which expires November 30, 2015. Orders submitted after November 30, 2015 will be subject to new contract pricing.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

PROMISSORY NOTE

FOR VALUE RECEIVED, the City of Great Falls, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of EIGHT HUNDRED ONE THOUSAND NINETY-EIGHT AND NO/100 DOLLARS (\$801,098.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised by March 15 for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is February 15, 2026 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of December 11, 2015, between the Board and the Borrower (the "Loan Agreement"), and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. This Promissory Note has been assigned to the Trustee under the Indentures of the Program. Payments hereunder shall be made directly to the Trustee for the account of the Board pursuant to such assignment. Such assignment has been made as security for the payment of the Board of Investments' INTERCAP bonds. All of the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax receipts or collect sufficient revenues, as

the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Great Falls has caused this Promissory Note to be duly executed, attested and delivered, as of this 11th day of December, 2015.

CITY OF GREAT FALLS

By Gregory T. Doyon
Its City Manager


(SEAL)

ATTEST:

By Lisa Kunz
Its City Clerk

Board of Investments of the State of Montana hereby assigns the foregoing Loan Agreement and Promissory Note to U. S. Bank National Association (formerly known as First Trust Company of Montana), as Trustee.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA


By Julie Flynn
Its Bond Program Officer

MONTANA BOARD OF INVESTMENTS
ANNUAL ADJUSTABLE RATE TENDER OPTION
MUNICIPAL FINANCE CONSOLIDATION ACT BONDS
(INTERCAP REVOLVING PROGRAM)

Municipality:	City of Great Falls	Final Payment:	February 15, 2026
Total Commitment:	\$801,098.00	Total # of Payments:	20
Total Draws to Date:	\$0.00	Draw Number:	2659 1
This Draw Down:	\$796,859.00	Date of this Draw:	December 11, 2015
Remaining Commitment:	\$4,239.00	Date of Loan Agreement:	December 11, 2015
Project:	Purchase 2 Fire Pumpers	Series:	2007

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
					796,859.00	*please see comments
			Beginning Balance			
02/15/16	1.250%	66	1,801.12	0.00	796,859.00	1,801.12
08/15/16		182		37,556.06	759,302.94	
02/15/17		184		37,737.64	721,565.29	
08/15/17		181		38,036.50	683,528.79	
02/15/18		184		38,202.05	645,326.74	
08/15/18		181		38,509.08	606,817.66	
02/15/19		184		38,685.44	568,132.23	
08/15/19		181		38,987.58	529,144.65	
02/15/20		184		39,174.88	489,969.77	
08/15/20		182		39,463.64	450,506.13	
02/15/21		184		39,678.17	410,827.96	
08/15/21		181		39,962.65	370,865.31	
02/15/22		184		40,172.26	330,693.05	
08/15/22		181		40,459.37	290,233.68	
02/15/23		184		40,680.35	249,553.33	
08/15/23		181		40,962.33	208,591.00	
02/15/24		184		41,194.81	167,396.19	
08/15/24		182		41,468.71	125,927.48	
02/15/25		184		41,717.87	84,209.61	
08/15/25		181		41,987.23	42,222.38	
02/15/26		184		42,222.38	0.00	
				796,859.00		

COMMENTS:

Interest payments shown from February 16, 2015 to February 15, 2016 are computed at 1.25 percent. After February 15, 2016 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance.

IMPORTANT: If payment is made by check, please send the enclosed amortization schedule(s) with check for proper credit. Please make sure that SpA Lockbox CM9695 is on both the check and envelope.

Please mail a **copy of the amortization schedule** with a check made payable to:

U.S. Bank Trust-SpA Lockbox CM9695
ATTN: Operations Center
1200 Energy Park Drive
St. Paul, MN 55108

OR

Please wire funds to:

U.S. Bank N.A. (Minneapolis)
ABA 091000022
FFC: U.S. Bank Trust N.A.
Account # 180121167365
Wire Clearing Account # 47300023
ATTN: 50364256/996103DKO
INTERCAP: City of Great Falls



City Attorney's Office
Civic Center
P.O. Box 5021
Great Falls, MT 59403
Tel: 406-455-8449
Fax: 406-727-0005

Sara R. Sexe
City Attorney
Neil A. Anthon
Chief Prosecutor
Cassidy R. Blomgren
Deputy Prosecutor

December 11, 2015

Board of Investments
of the State of Montana
2401 Colonial Drive, 3rd Floor
P.O. Box 200126
Helena, MT 59620-0126

U.S. Bank Global Corporate Trust Services
950 17th Street, 12th Floor
DN-CO-T12CT
Denver, CO 80202

RE: OPINION OF BORROWER'S COUNSEL

Ladies and Gentlemen:

I am the City Attorney for the City of Great Falls (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of December 11, 2105, (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of December 11, 2015 and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of December 11, 2015 and executed by the Borrower;
- iv) Resolution No. 10126 of the Borrower, dated (the "Loan Agreement Resolution");
- v) the Security Agreement (the "Security Agreement") from the Borrower to the Board, dated as of December 11, 2015;

- vi) upon receipt of Titles, the Notices of Lien with Title from the Borrower, as debtor, to the Board, as secured party, will be mailed for filing to the office of the Cascade County Treasurer Motor Vehicle Office; and
- vii) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement, Note and Security Agreements (the Program Documents), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

Based upon the foregoing, I am of the opinion that:

- (a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated there under.
- (b) The execution of the Loan Agreement and Promissory Note has been duly authorized and is valid, binding and enforceable against the Borrower in accordance with its terms.
- (c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.
- (d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.
- (e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.
- (f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.
- (g) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative

regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

(h) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

(i) No other lien has been filed on these vehicles.

(j) The Board has a direct and valid first security interest in the Project. The Notices of Lien or will be duly filed for record in such manner at such places as required by law, in order to give constructive notice of and to establish, preserve and protect the liens and security interests of the Board on all properties of every kind described in the Security Agreement. No other recording, filing, rerecording or re-filing is required.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement or creditors rights.

Sincerely,

Sara R. Sexe
City Attorney

SECURITY AGREEMENT

This SECURITY AGREEMENT (the "Security Agreement" or "Agreement") is made as of December 11, 2015 by and between the City of Great Falls (the "Borrower"), an Eligible Government Unit, duly organized and validly existing under the laws and Constitution of the state of Montana, and the Board of Investments of the State of Montana (the "Board"). The Borrower enters this agreement in consideration of the loan to it by the Board and for the purpose of securing the Borrower's performance of each and every covenant contained in this agreement and in that certain Loan Agreement dated as of December 11, 2015 by and between the Board and the Borrower (the "Loan Agreement"). All right, title and interest of the Board in this Agreement and the Collateral subject hereto shall be assigned to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as the First Trust Company of Montana) (the "Trustee"), as Trustee, under the Indenture of Trust dated March 1, 1991, a First Supplemental Indenture of Trust dated as of March 1, 1992, and a Second Supplemental Indenture of Trust dated as of June 1, 1994 (together the "Indenture") between the Board and the Trustee.

Section 1. Grant.

The Borrower hereby grants the Board a security interest in all goods, equipment, machinery, inventory, furniture, furnishings, fixtures, and all other tangible personal property of the Borrower described in this Security Agreement, whether currently owned or hereafter acquired, together with all accessories, attachments, and additions thereto and replacements therefor and all rents, income and proceeds therefrom (all such property being herein referred to collectively as the "Collateral").

Section 2. Representations.

Borrower represents and warrants that the Collateral, or any part thereof, is not subject to, and shall be kept free from, any security interest, lien or encumbrance other than permitted encumbrances as hereinafter defined in Section 8 hereof ("Permitted Encumbrances").

Section 3. Covenants of the Borrower.

For the purpose of protecting and preserving the security of this Security Agreement, the Borrower promises:

(a) (i) to care for and keep all of the Collateral in good condition and repair; (ii) not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) the Collateral; provided, however, that the Borrower may make such proper replacements, repairs, removals and alterations as it shall in good faith determine to be necessary or advisable to maintain or enhance the efficiency and value of the security created hereby; (iii) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting the Collateral or any part thereof; (iv) not to commit or permit any waste and not to permit any deterioration of the Collateral; and (v) not to commit, suffer or permit any act to be done in, upon, or with the Collateral in violation of any law or ordinance if such act might have consequences that would materially and adversely affect the financial condition, assets, properties or operation of the Borrower;

(b) to provide and maintain hazard insurance on the Collateral for its full replacement value; to obtain such insurance from a company of the Borrower's choice, subject to the Trustee's and the Board's approval; to name the Trustee and the Board as additional insured parties in such policies; to deliver duplicate originals or certified copies of the policies of said insurance to the Trustee upon its request;

(c) to appear in and defend any action or proceeding affecting or purporting to affect the security of this Security Agreement, and additional or other security for any of the obligations secured hereby, or the interest, rights, powers, or duties of the Trustee of the Board hereunder, it being agreed, however, that in the case of an action or proceeding against the Trustee or the Board said Trustee or Board, at their option, may appear in and defend any such action or proceeding and, in addition, it being agreed that the Trustee may commence any action or proceeding deemed necessary by it to perfect, maintain or protect such interest, rights, powers or duties, all in such manner and to such extent as it may see fit, and the Trustee is authorized to pay, purchase or compromise on behalf of the Borrower any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any above described action or proceeding in which the Board or the Trustee may appear;

(d) to pay immediately and without demand all reasonable and necessary sums that the Trustee or the Board expend to enforce the terms of this agreement, including attorneys' fees, with interest from date of expenditure at the rate of twelve percent (12%) per annum; and

(e) (i) to inform the Trustee and the Board in writing of the location of such Collateral and of any changes in the Collateral's location, to execute and deliver to the Trustee and the Board such financing statements and other documents in a form satisfactory to the Trustee and the Board, (ii) to do all acts that may be reasonably requested in order to establish and maintain a perfected interest in the Collateral, and (iii) to pay the costs of filing any notices or statements in any public office in which the Trustee deems filing or recording to be necessary or desirable.

Section 4. Acceptance Not Waiver.

By accepting payment of any sum secured hereby after its due date, neither the Trustee nor the Board shall be deemed to have waived its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

Section 5. Amendment, Additional Security.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Security Agreement upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may, upon written request by the Board, and without notice to the Borrower, release any person other than the Borrower so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences or releases or cause to be released any portion or all of the Collateral, release any other or additional security for any obligation herein mentioned, to make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 6. Right of Entry for Inspection.

The Trustee and the Board and their employees and agents may inspect the Collateral at any reasonable time or times, regardless of where such Collateral is located.

Section 7. Entry, Possession, Operation of Equipment and Other Remedies.

If the Borrower fails or refuses to make any payment or to do any act which this agreement obligates it to make or do at the time and in the manner herein provided, then the Trustee and the Board, in their sole discretion, without notice to or demand upon the Borrower and without releasing the Borrower from any obligation hereof, are each authorized to do any of the following:

(a) make any such payment or do any such act in such manner and to such extent as they may deem necessary to protect the security hereof; or

(b) pay, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of the Trustee or Board may affect or appear to affect the security of this Security Agreement, the interest of the Board or the rights, powers or duties of the Trustee or the Board hereunder.

In addition to any right or remedies it may have hereunder or otherwise, the Trustee or the Board shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Montana, including without limitation, the right to dispose of such Collateral at public or private sale.

The Trustee and the Board are not obligated to make any of the payments or to do any of the acts mentioned above, but, upon election so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures is hereby secured under this Security Agreement.

Section 8. Permitted Encumbrances.

There are no Permitted Encumbrances allowed under this Agreement.

Section 9. Duration of Security Interest.

The security interest herein granted shall continue in full force and effect until all indebtedness hereby secured shall have been fully paid and satisfied and all commitments of the Board to extend credit to or for the account of the Borrower have expired.

Section 10. Additional Security.

The Trustee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Security Agreement or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, lien, or otherwise. The obligation to repay the indebtedness secured hereby remains without reference to condition, disposition or location of the Collateral. Neither the Trustee's acceptance of this Security Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Board.

Section 11. Successors and Assigns.

This Security Agreement applies to, inures to the benefit of, and binds all parties hereto, the Board and the successors and assigns of any of them.

Section 12. Severability.

If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Security Agreement.

Section 13. Notice of Actions.

The Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which the Borrower, the Board or the Trustee shall be a party, unless brought by the Trustee, or of any pending sale under any other deed of trust or security agreement.

Section 14. Charge for Provision of Statement.

For any statement regarding the obligations secured hereby, a charge, which the Borrower agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

Section 15. Waiver of Statute of Limitations.

The right to plead any and all statutes of limitations as a defense to any demand secured by this Security Agreement is hereby waived.

Section 16. Substitution of Trustee.

The Board may substitute a successor Trustee from time to time by recording at the places required by law an instrument stating the election by the Board to make such substitution and identifying this Security Agreement.

Section 17. Choice of Law.

The laws of the state of Montana shall govern the construction and interpretation of this agreement.

Section 18. Notice.

Notices to the Borrower may be mailed to it at: _____, Attention: _____, or at such other address as the Borrower may file in writing with the Trustee. Notices to the Trustee hereunder may be mailed to it at: U. S. Bank National Association, Corporate Trust Services PD-WA-T7CT, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101, or at such other address as the Trustee may file in writing with the Borrower. Notices to the Board may be mailed to the Board of Investments of the State of Montana, P.O. Box 200126, Helena, Montana 59620-0126

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed as of this 11th day of December, 2015.

CITY OF GREAT FALLS

By Gregory T. Doyon
Its City Manager

(SEAL)

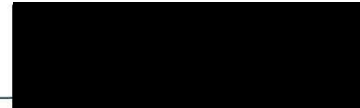
ATTEST:

By Lisa Kunz
Its City Clerk

For value received, the undersigned hereby grants, assigns and transfers to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as First Trust Company of Montana), as trustee under the Indenture of Trust dated March 1, 1991, between the undersigned and said trustee for the holders of the Board of Investments of the state of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program), Series 1991, all of its right, title and interest in this Security Agreement and the Collateral subject hereto.

Dated: December 11, 2015

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

DESCRIPTION OF COLLATERAL

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2016 Peterbilt 1250 GPM Mid-Mounted Pumper		\$796,859.00

Pride Number	Qty	Description	Published Options	Unpublished Options
108	1	Change to Air Ride Suspension, Single	2278	
112	1	Tire Chains - Onspot	3704	
202	1	Aluminum Wheels, front	1751	
203	1	Aluminum Wheels, Rear Single Axle	2701	
207	1	Upgrade Kenworth/Peterbilt to 4 Door	12718	
623741	1	Cab, Pbt, Pierce 4-dr Convrsn, 53.5", W/Windows in Back Wall, 2 Pc Windshield		9341.31
208	1	Intercom System (up to 6 position, 2 with radio, 6 headsets non-wireless)	5562	
211	1	Camera System, Sides and rear with monitor	1817	
653533	1	Camera, Pierce, 7" LCD, Rear Camera Only		-976.41
230	1	Radio with Weatherband	1156	
308	1	Pierce Husky 3, Single Agent (5) discharges	11466	
313	1	Foam Cell 20 Gallons	1331	
402	1	Add Front Bumper Line (including hose tray & cover)	2886	
411	1	Add Mechanical Seal to Pump	749	
415	1	Each Additional Transverse Preconnect 2.5 or 3" plumbing	2816	
419	1	Hose Reel, Under Cab w/ 100' Hose	3770	
420	1	Increase Pump from 1250 to 1500 gpm	5014	
423	1	MIV Valves Electric with manual back-up (each)	5745	
424	1	Provide (2) Speedlays IPO Crosslay with Rollers	5000	
426	2	Pump Panel Enclosure	9006	
612265	1	Enclosure, Roll-up door, DS Pump Panel, Inc Speedlays - Gortite, PMFD		2416.15
612263	1	Enclosure, Roll-up door, PS Pump Panel, Inc Speedlays, Gortite, PMFD		2416.15
430	1	Electric Extenda Gun	4969	
450	1	Electric Cord Reel with 200' of 10/3	1852	
453	1	Hose Bed Cover, Aluminum	5834	
460	2	Roof Compartment, Each	5958	
461	1	Adjustable Compartment shelves (6)	960	
462	1	Swing-out tool board	1741	
463	4	Slide-out floor tray	2848	
464	1	Adjustable slide-out tray	789	
466	1	Traffic Directing light bar	1435	
476	1	Auto-eject 15 amp	438	
479	1	Kussmaul Charger 1200	1552	
531324	1	Charger, Sngl Sys, Kussmaul, 1000, 091-56-12 w/Battery Saver		-235.2
482	1	LED under cab/body lighting (8)	1791	
483	1	12 volt LED Brow light	1762	
485	2	12 volt LED Pole light (per light)	3828	
487	4	SCBA Cylinder storage in fender panel triple (each)	3168	
556	1	Gas 5 KW	6405	
816	1	Deck Gun with Tips, Electric	8858	
543602	1	Monitor, TFT Hurricane Electric Monitor, Panel and Wireless Control		2274.2
973	1	Full Height - Depth Compartments	5800	
977	1	Ladder Storage next to tank	2478	
978	1	LED Emergency Light Package	6479	
585856	1	Frame Liner, Peterbilt, 3/4 Length Steel Inner Liner		1445.75
637869	1	Air Disc Brakes, Front Only - Peterbilt 348, Up To 14.6k Frt		1214.4
620086	1	Exhaust Modifications, Commercial Chassis, Horizontal Exhaust, DS Exit, non-NFPA		771.68
583539	1	Step Package, Deluxe Alum 4-way, w/LH Alum Fuel Tank, Peterbilt, 4-Door		2329.66
608911	1	FSC Storage, Crew Cab Center, Fwd Facing, KW/PB Crew Cab		1691.61
531877	3	Bracket, Air Bottle, Zico, QLM-U Universal Style		1973.48
650357	1	Spotlight, Golight/RadioRay®, Model 20**4, LED, 2 Lts		1576.48
689497	1	Tailboard, T-Shaped, 24" & 8" Deep, Angled Corners		1207.45
625184	1	Guard, Drip Pan, S/S, Rollup Door, Pumper		944.24
656031	1	Compt, Backboard Storage, Over Pump		1510.56
4940	1	Outlet, Left Side, 2.50"		1707.54
5047	1	Outlet, 4.00" w/4.00" Right, Handwheel		4453.08
4995	2	Outlet, Rear, 2.50"		4046.76
76629	1	Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shoreline Int		848.8
619174	1	Box, Junc, Woodhead, 3Wire, 4-20A 120V SB		1133.61
516901	1	Receptacle, 15A 120V 3-Pr 3-Wr SB Dup, Shore/Gen, Interior		1867.01

583491	1	Paint by Pierce, Any Color, w/Pierce 4-Door Conversion, PMFD		3027.58
83115	1	Compartment for Booster Reel, Crew Cab, Right Side		1059.11

Base Bid	\$ 211,788.00	
Published Options	\$ 148,415.00	
Total Published Options	\$ 360,203.00	
Unpublished Options	\$ 48,045.00	13.34%
Total Options w/o HGAC Fee	\$ 408,248.00	



November 12, 2015

Great Falls, MT

Two (2) Peterbilt Pumpers AS573

	\$ 832,438.00
Proposal Price	
	(9,443.00)
Less payment upon completion @ factory discount	
	(26,136.00)

* Deduct for 100% pre-payment with contract

If this option is elected, the discount is in addition to the chassis progress payment discount and the payment upon completion at the factory discount.

Proposal price including discounts

796,859.00

Terms:

The unit(s) would be ready for delivery from the factory within 9 to 11.5 months after contract execution.

The above pre-payment discount will be valid for 90 days.

Two (2) unit pricing is based on both units being purchased, manufactured and delivered at the same time. If units are not ordered, manufactured and delivered at the same price revised pricing will be required.

If payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the unit leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

The proposal price is based on the unit being purchased through HGAC. This pricing is only valid for an HGAC purchase on contract FS12-13 which expires November 30, 2015. Orders submitted after November 30, 2015 will be subject to new contract pricing.

Transportation of the unit to be driven from the factory is included in the pricing. However, if we are unable to obtain necessary permits, due to the weight of the unit, and the unit must be transported on a flat bed, additional transportation charges will be the responsibility of the purchaser. We will provide pricing at that time if necessary.

CERTIFICATE OF APPROPRIATION

The undersigned Fiscal Services Director hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of December 11, 2015, by and between the City of Great Falls (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower has prepared its budget for the fiscal year 2016.
1. The Borrower has included in the budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2016.

Dated this 11th day of December, 2015.

CITY OF GREAT FALLS

By Melissa Kinzler
Its Fiscal Services Director

**PLEASE USE THESE FORMS FOR REQUESTING
ADDITIONAL FUNDS FOR THIS LOAN.**

(please make more copies as needed)

INTERCAP PROGRAM DISBURSEMENT REQUEST FORM
CITY OF GREAT FALLS
DISBURSEMENT REQUEST # _____

Amount Reserved: \$801,098.00

Project Description: Purchase two (2) fire apparatus

Date Reserved: November 6, 2015

The undersigned, Authorized Representative of the City of Great Falls (the "Borrower") under the Loan Agreement, dated as of December 11, 2015 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 of the Loan Agreement have been delivered;

2. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Disbursement Request Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

3. To my knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

4. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Disbursement Request with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.04 of the Loan Agreement the amount shown on the Borrower's Disbursement Request Certificate and make payment to the entitled entity to receipt thereof as shown on said Disbursement Request Certificate.

[to be filled out by BOI]

Closing Date _____

BORROWER'S DISBURSEMENT REQUEST CERTIFICATE NO. _____

INVOICES OR ARCHITECT'S/GENERAL CONTRACTORS CERTIFICATE OF COMPLETED WORK MUST BE ATTACHED TO THIS REQUEST BEFORE FUNDS ARE DISBURSED.

<u>Project # / Description</u>	<u>Amount Allocated</u>
Purchase two (2) fire apparatus	\$801,098.00

Promissory Note Dated: December 11, 2015

Maturity Date: February 15, 2026

Disbursement Instructions:

Wire funds to: US Bank
 ABA #092900383
 For Cr To City of Great Falls
 Acct # 150090411979

Please describe the project being financed by this draw using the information provided above.

<u>#</u>	<u>Project Description</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated this _____ day of _____, 2015.

CITY OF GREAT FALLS

 By Gregory T. Doyon
 Its City Manager

INTERCAP PROGRAM DISBURSEMENT REQUEST FORM

CITY OF GREAT FALLS

DISBURSEMENT REQUEST # _____

Amount Reserved: \$801,098.00

Project Description: Purchase two (2) fire apparatus

Date Reserved: November 6, 2015

The undersigned, Authorized Representative of the City of Great Falls (the "Borrower") under the Loan Agreement, dated as of December 11, 2015 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 of the Loan Agreement have been delivered;

2. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Disbursement Request Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

3. To my knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

4. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Disbursement Request with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.04 of the Loan Agreement the amount shown on the Borrower's Disbursement Request Certificate and make payment to the entitled entity to receipt thereof as shown on said Disbursement Request Certificate.

[to be filled out by BOI]

Closing Date _____

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<u>#</u>	<u>Project Description</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated this _____ day of _____, 2015.

CITY OF GREAT FALLS

 By Gregory T. Doyon
 Its City Manager