COMMITTEE OF THE WHOLE

JULY 17, 2023

6:00 PM

1. Airport Annual Report
2. Library Annual Report

NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, JULY 17, 2023 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

To participate virtually the options are as follows:

To join by zoom: https://zoom.us/j/8486275925?pwd=dTVGbndDK253ZUJLMjRuZXU5QVpMdz09

Meeting ID: 848 627 5925 Passcode: 59457

To participate by phone: dial (253) 215-8782 Meeting ID: 848 627 5925 Passcode: 59457

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
APPROVAL OF MINUTES –June 19, 2023 & July 3, 2023
COURTESIES
PROCLAMATIONS
BOARD AND COMMISSION REPORTS
CITY MANAGER REPORT
PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgment of the claims that have been paid from June 27, 2023 to June 30, 2023 for a total of $397,782.68 and claims that have been paid from July 1, 2023 to July 13, 2023 for a total of $20,520.95

***REGULAR AGENDA – Resolutions, Ordinances & Other Action Items:**

1. Discussion and action on approving Resolution No. 4126, a resolution declaring it to be the intention of the City Commission to take action on the petition Raleigh and Mariah Heitzman to abandon/discontinue 11th Avenue from Water Street to the alley in the City of Lewistown (**Action: approve, disapprove or amend Resolution No. 4126**) City Manager Holly Phelps

2. Discussion and action on approving Resolution No. 4127, a resolution declaring it to be the intention of the City Commission to take action on the petition of Huschka/Lamphier to abandon/discontinue entire alley in Block 1 of Spring Street Addition in the City of Lewistown (**Action: approve, disapprove or amend Resolution No. 4127**) City Manager Holly Phelps

3. Discussion and action on approving Resolution No. 4125, a resolution of the Lewistown City Commission to submit to the registered electors of the City the question of adopting a proposed ordinance No. 1770, authorizing and regulating the keeping of domestic chickens within the City limits of Lewistown to be held with the general election on November 7, 2023. (**Action: approve, disapprove or amend Resolution No. 4125**) City Manager Holly Phelps

4. Discussion on the proposed language for Ordinance No. 1770

5. Discussion and action on setting the boulevard maintenance assessment for fiscal year 2023-2024 (**Action: approve, disapprove or amend boulevard maintenance assessment for fiscal year 2023-2024**) City Manager Holly Phelps

6. Discussion and action on setting the street maintenance assessment for fiscal year 2023-2024 (**Action: approve, disapprove or amend street maintenance assessment for fiscal year 2023-2024**) City Manager Holly Phelps

7. Discussion and action on approving Resolution No. 4128, a resolution authorizing participation in the Board of Investments of the State of Montana annual adjustable-rate municipal finance consolidation act extendable Bond (Intercap loan program), approving the form and terms of the loan agreement and authorizing the execution and delivery of documents related thereto (**Action: approve, disapprove or amend Resolution No. 4128**) City Manager Holly Phelps

<u>CITIZENS' REQUESTS</u>

<u>COMMISSIONER'S MINUTE</u>

<u>ADJOURNMENT</u>

*All citizens are invited to make comment on any agenda item prior to action being taken by the Commission

RESOLUTION NO. 4126

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO TAKE ACTION ON THE PETITION RALEIGH AND MARIAH HEITZMAN TO ABANDON/DISCONTINUE 11TH AVENUE FROM WATER STREET TO THE ALLEY IN THE CITY OF LEWISTOWN

WHEREAS, the City of Lewistown maintains the streets, alleys and other public ways within the City; and,

WHEREAS, the City Commission pursuant to Section 7-14-4114 Montana Code Annotated, has the discretion to vacate and discontinue a public street, alley or public way upon a petition in writing of all owners of lots on the street or alley; or a petition in writing of more than 50% of the owners of lots on the street or alley; and,

WHEREAS, the City has received a petition signed by the adjacent landowners of the below-described street requesting that the City vacate a portion of Entrance Street described as follows:

> 11TH Avenue from Water Street to the alley between Lots 10 and 11 in Block 6 and Lots 1 and 2 of Block 9 of Evergreen Addition to the City of Lewistown, according to the map attached hereto as Exhibit A.

WHEREAS, Petitioners allege that discontinuing this portion of city street can be done without detriment to the public interest;

WHEREAS, the Petitioners represent that the individuals signing the petition represents a majority of the owners of lots abutting the portion of street herein petitioned for closure;

WHEREAS, Petitioners understand that vacation of portion of the herein described street, if granted, shall not affect the right of any public utility to thereafter install or continue to maintain its plant and equipment in the street;

WHEREAS, before acting on a petition to vacate a street or alley a notice must be published, stating when the petition will be acted on and what street or alley or part of a street or alley is asked to be vacated.

NOW, THEREFORE BE IT RESOLVED that the City Commission hereby declares it to be its intent to act on the petition to vacate and discontinue that portion of street as described herein at its regularly scheduled meeting on August 7, 2023, at the Central Montana Community Center, 307 W. Watson, Lewistown, MT 59457 commencing at 7:00 p.m.

BE IT FURTHER RESOLVED that the City Clerk shall publish notice of the Commission's proposed action as provided by MCA Section 7-1-4127. The City Clerk may be contacted for further information at 305 W. Watson, Lewistown, MT 59457, or by telephone at (406) 535-1760.

Passed and approved by the Lewistown City Commission on the 17th day of July, 2023.

____
KellyAnne Terry
Chairman of the Commission

ATTEST:

____
Nikki Brummond
City Clerk

APPLICATION FOR STREET/ALLEY ABANDONMENT

Under Montana law, a city may abandon a city street or alley if it can be done without detriment to the public interest and upon petition in writing being presented, signed by more than 50% of the owners of lots on the street or alley to be closed (*75% if the abandonment is for school purposes*). Before a city commission may act on a petition, a notice must be published in the newspaper stating when the petition will be acted on and what street or alley or part thereof is asked to be vacated. At a regularly scheduled commission meeting, the public is given the opportunity to comment on the proposed abandonment and the commission considers input from the affected adjacent landowners as well a city staff. The *final* decision to abandon rests in the sole discretion of the city commission.

The City of Lewistown has developed an application process so that abandonment requests are fully researched and submitted to the Lewistown City Commission in accordance with law. Once a submitted application is found to be complete, a petition for abandonment will be drafted by the Lewistown City Attorney and forwarded to the applicant. The applicant will be responsible for obtaining the necessary signatures and returning the completed document to the Lewistown City Attorney. The City Commission will then set a date for the matter to be formally considered and direct the City Clerk to publish notice in the newspaper.

Generally speaking, requests to abandon streets or alleys are rarely approved. This is due to many reasons such as location of public utilities, access to other parcels and current/future needs of the city. <u>Therefore, there is no guarantee that a petition for abandonment will be granted.</u> Before moving forward with your application you should gather as much information as possible, talk to your neighbors and the Lewistown Public Works Department (308 4th Ave. South, 535-1770).

<u>Required information to support an application</u>: (*attach additional pages as necessary*)

1. Name/address of person(s) submitting this application (applicant).
    a. **Raleigh and Mariah Heitzman (1110 W Water St, Lewistown, MT**
    b. **59457**
2. Location of street/alley proposed for abandonment. **between 1110 W Water and 1020 W Water St**
3. Names/addresses of all adjoining landowners:
    a. **Raleigh and Mariah Heitzman, 1110 W Water St, Lewistown, MT 59457**
    b. **Wesley and Laura Singley, 1020 W Water St, Lewistown, MT 59457**
    c.

4. Names of adjoining landowners who support abandonment. (*Note: once a completed application is submitted, a petition will prepared and forwarded to you and you will be required to obtain the signatures of more than 50% of the owners of lots on the street or alley to be closed.*)
    a. **Raleigh and Mariah Heitzman**
    b. **Wesley and Laura Singley**
    c.
5. Are there any utilities in the street/alley proposed for abandonment? Y/N. If yes, please describe:
6. Would access to any parcel or city service be hindered by the proposed abandonment? Y/N. If yes, please describe:
7. Attachments:
    a. Description and map of alley/street proposed for abandonment. The portion proposed for abandonment must be clearly described. (*The Lewistown Public Works Department can assist you with a city map*)
    b. A copy of the current deed for each adjacent landowner. (*The Fergus County Treasurer can assist you with this*)
8. Fee: A $300.00 application fee must be included at the time the application is submitted. If the abandonment is granted, no part of the fee will be refunded. If the abandonment is denied, the applicant will receive a refund of $150.00.

Once a completed application is submitted the process usually takes at least two months. Questions concerning this application may be addressed to the Lewistown Public Works Department (535-1770) or the Lewistown City Attorney (535-9691)

Applicant signature

8/12/2022

Date

FOR CITY ADMINISTRATIVE USE ONLY

I. Planning Department: Approval recommended/Not recommended.
   a. Comments. (attach additional pages as necessary)

Official   Date

II. Public Works Department: Approval recommended/Not recommended.
   a. Comments.

Official   Date

III. Fire Department: Approval recommended/Not recommended.
   a. Comments.

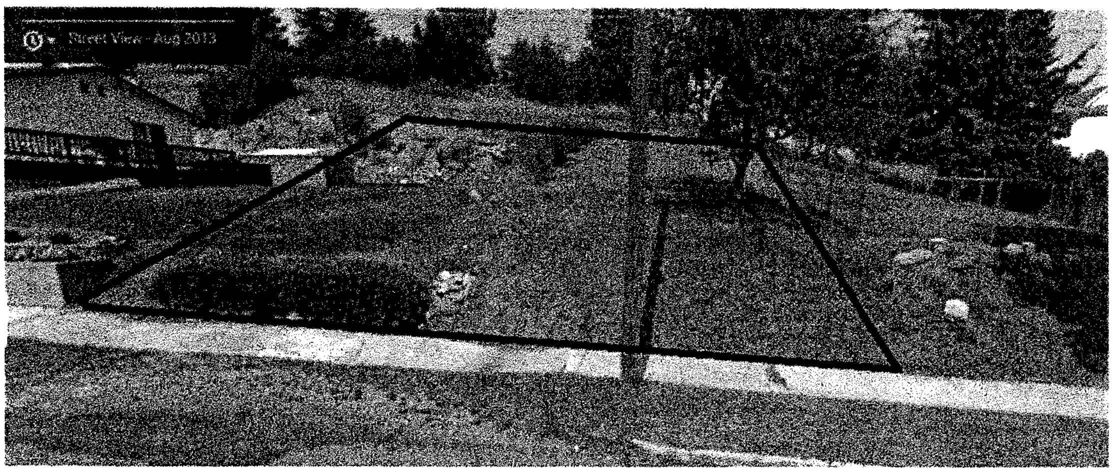
Official   Date

Singley (1020 W Water)

Heitzman (1110 W Water)

Property seeking abandonment

Street view



Request for abandonment

To whom it may concern:

The piece of city property being requested for abandonment is currently maintained by the two adjacent land owners, Raleigh and Mariah Heitzman (1110 W Water St) and Wesley and Laura Singley (1020 W Water St). There is no motorized access to this property from Water St. All utilities run in the alley behind both of our parcels.

086325

086325 Fee: $ 7.00 Bk Pg
FERGUS COUNTY Recorded 12/06/2006 At 04:00 PM
Kathy Fleharty, Clk & Rcdr By Kim Manseau
Return to: FIRST AMERICAN TITLE CO. PO BOX 644
LEWISTOWN, MT 59457

RETURN TO: FIRST AMERICAN TITLE CO.
102 W. Janeaux Street
Lewistown, Montana 59457

WARRANTY DEED

FOR VALUE RECEIVED, DORIS A. McCOY, of 208 9th Avenue North, Lewistown, Montana 59457, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto WESLEY O. SINGLEY and LAURA B. SINGLEY, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of 1020 W. Water Street, Lewistown, Montana 59457, hereinafter called the Grantees, the following described premises situated in Fergus County, Montana, to wit:

> Lots 1 and 2 of Block 9 of the Evergreen Addition to the City of Lewistown, according to the plat thereof on file and of record in the Office of the Clerk and Recorder of Fergus County, Montana.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD said premises, with its appurtenances unto the said Grantees and to the Grantees' heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 1st day of ~~November,~~ December 2006.

Doris A. McCoy
DORIS A. McCOY

STATE OF MONTANA)
: ss
COUNTY OF FERGUS)

On this 1st day of ~~November~~ December, 2006, before me the undersigned, a Notary Public for the State of Montana, personally appeared DORIS A. McCOY, known to me to be person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(NOTARIAL SEAL) KELLY J. MILLER NOTARIAL SEAL STATE OF MONTANA

Kelly J. Miller
Print Name
Kelly J. Miller
Notary Public for the State of Montana
Residing at Lewistown, Montana
My commission expires: 6-2-2008

Deeds\Warranty Deeds\McCoy - Singley

086325

Return to: Realty Title Company, Inc.
201 6th Avenue South
Lewistown, MT 59457
File Number: 22055

128055 Fee:$ 14.00
FERGUS COUNTY, MT Recorded 2/9/2018 at 4:19 PM
Rana J. Wichman, Clk & Rcdr By ________
Return to: REALTY TITLE COMPANY 201 6TH AVE. SOUTH
LEWISTOWN MT 59457

WARRANTY DEED
to Joint Tenants, with Right of Survivorship

For Value Received, James C. Hamling and Mary Jo Hamling, the Grantors, do hereby grant, bargain, sell and convey to Raleigh D. Heitzman II and Mariah K. Heitzman, of 1110 W. Water Street, Lewistown MT 59457, the Grantees, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises situated in the County of Fergus, State of Montana, to wit:

Lots 10 and 11 in Block 6 of Evergreen Addition to the City of Lewistown, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Fergus County, Montana.

Subject to covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever. And the said Grantors do hereby covenant that they are the owners in fee simple of said premises, that they are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

Dated January 31, 2018

James C. Hamling
James C. Hamling

Mary Jo Hamling
Mary Jo Hamling

STATE OF MONTANA

ss.

COUNTY OF FERGUS

On this 31st day of January, 2018, before me, the undersigned, a Notary Public for the State of Montana, personally appeared James C. Hamling and Mary Jo Hamling, the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Robin L. Fleming
Notary Public for the State of Montana
Residing at Lewistown
My Commission expires March 15, 2019

seal

ROBIN L. FLEMING NOTARIAL SEAL STATE OF MONTANA

ROBIN L. FLEMING
NOTARY PUBLIC for the
State of Montana
Residing at Lewistown, Montana
My Commission Expires
March 15, 2019

RESOLUTION NO. 4127

A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO TAKE ACTION ON THE PETITION OF HUSCHKA/LAMPHIER TO ABONDON/DISCONTINUE ENTIRE ALLEY IN BLOCK 1 OF SPRING STREET ADD'N IN THE CITY OF LEWISTOWN

WHEREAS, the City of Lewistown maintains the streets, alleys and other public ways within the City; and,

WHEREAS, the City Commission pursuant to Section 7-14-4114 Montana Code Annotated, has the discretion to vacate and discontinue a public street, alley or public way upon a petition in writing of all owners of lots on the street or alley; or a petition in writing of more than 50% of the owners of lots on the street or alley; and,

WHEREAS, the City has received a petition signed by the over 50 % of adjacent lot owners of the below-described street requesting that the City vacate a portion of Entrance Street described as follows:

Entire alley in Block 1 between lot 1 through lot 13 in the Spring Street Addition.

WHEREAS, Petitioners allege that discontinuing this portion of city street can be done without detriment to the public interest;

WHEREAS, the Petitioners represent that the individuals signing the petition represents a majority of the owners of lots abutting the portion of street herein petitioned for closure;

WHEREAS, Petitioners understand that vacation of portion of the herein described street, if granted, shall not affect the right of any public utility to thereafter install or continue to maintain its plant and equipment in the street;

WHEREAS, before acting on a petition to vacate a street or alley a notice must be published, stating when the petition will be acted on and what street or alley or part of a street or alley is asked to be vacated.

NOW, THEREFORE BE IT RESOLVED that the City Commission hereby declares it to be its intent to act on the petition to vacate and discontinue that portion of street as described herein at its regularly scheduled meeting on August 7, 2023, at the Central Montana Community Center, 307 W. Watson, Lewistown, MT 59457 commencing at 7:00 p.m.

BE IT FURTHER RESOLVED that the City Clerk shall publish notice of the Commission's proposed action as provided by MCA Section 7-1-4127. The City Clerk may be contacted for further information at 305 W. Watson, Lewistown, MT 59457, or by telephone at (406) 535-1760.

Passed and approved by the Lewistown City Commission on the 17th day of July, 2023.

KellyAnne Terry
Chairman of the Commission

ATTEST:

Nikki Brummond
City Clerk

APPLICATION FOR STREET/ALLEY ABANDONMENT

Under Montana law, a city may abandon a city street or alley if it can be done without detriment to the public interest and upon petition in writing being presented, signed by more than 50% of the owners of lots on the street or alley to be closed (*75% if the abandonment is for school purposes*). Before a city commission may act on a petition, a notice must be published in the newspaper stating when the petition will be acted on and what street or alley or part thereof is asked to be vacated. At a regularly scheduled commission meeting, the public is given the opportunity to comment on the proposed abandonment and the commission considers input from the affected adjacent landowners as well a city staff. The *final* decision to abandon rests in the sole discretion of the city commission.

The City of Lewistown has developed an application process so that abandonment requests are fully researched and submitted to the Lewistown City Commission in accordance with law. Once a submitted application is found to be complete, a petition for abandonment will be drafted by the Lewistown City Attorney and forwarded to the applicant. The applicant will be responsible for obtaining the necessary signatures and returning the completed document to the Lewistown City Attorney. The City Commission will then set a date for the matter to be formally considered and direct the City Clerk to publish notice in the newspaper.

Generally speaking, requests to abandon streets or alleys are rarely approved. This is due to many reasons such as location of public utilities, access to other parcels and current/future needs of the city. <u>Therefore, there is no guarantee that a petition for abandonment will be granted.</u> Before moving forward with your application you should gather as much information as possible, talk to your neighbors and the Lewistown Public Works Department (308 4th Ave. South, 535-1770).

<u>Required information to support an application</u>: (*attach additional pages as necessary*)

1. Name/address of person(s) submitting this application (applicant).
   a. Lots 4, 5, 9, 10: Keith P. Huschka, 3355 109th Ave SW, Dickinson, ND 58601
   b. Lots 2, 3, 11, 12: Teresa M. Lamphier, 815 W Janeaux St, Lewistown, MT 59457
2. Location of street/alley proposed for abandonment.
   a. Entire alley in Block 1, Spring Street Add'n
3. Names/addresses of all adjoining landowners:
   a. Lots 1 & 13: Patricia Pasma, 10560 N. Denton Rd, Coffee Creek, MT 59424-8023
   b. Lot 6 & SW'ly 0.43' Lot 5: Lawrence Helmer & Connie Hyde, 923 W Spring St, Lewistown, MT 59457-2828
   c. Lot 7: Debra Newton, 1001 W. Spring St, Lewistown, MT 59457

4. Names of adjoining landowners who support abandonment. (*Note: once a completed application is submitted, a petition will prepared and forwarded to you and you will be required to obtain the signatures of more than 50% of the owners of lots on the street or alley to be closed.*)
   a. Keith Huschka
   b. Teresa Lamphier

5. Are there any utilities in the street/alley proposed for abandonment? NONE.
6. Would access to any parcel or city service be hindered by the proposed abandonment? No.
7. Attachments:
   a. Description and map of alley/street proposed for abandonment. The portion proposed for abandonment must be clearly described. (*The Lewistown Public Works Department can assist you with a city map*)
   b. A copy of the current deed for each adjacent landowner. (*The Fergus County Treasurer can assist you with this*)
8. Fee: A $300.00 application fee must be included at the time the application is submitted. If the abandonment is granted, no part of the fee will be refunded. If the abandonment is denied, the applicant will receive a refund of $150.00.

Once a completed application is submitted the process usually takes at least two months. Questions concerning this application may be addressed to the Lewistown Public Works Department (535-1770) or the Lewistown City Attorney (535-9691)

Teresa Lamphier
TERESA LAMPHIER
3/3/2023
Date

Keith Huschka
Applicant signature KEITH HUSCHKA
3/3/2023

Date

ALLEY ABANDONMENT

BLOCK 1, SPRING STREET ADDITION

OWNERS
BLOCK 1, SPRING ST. ADD'N

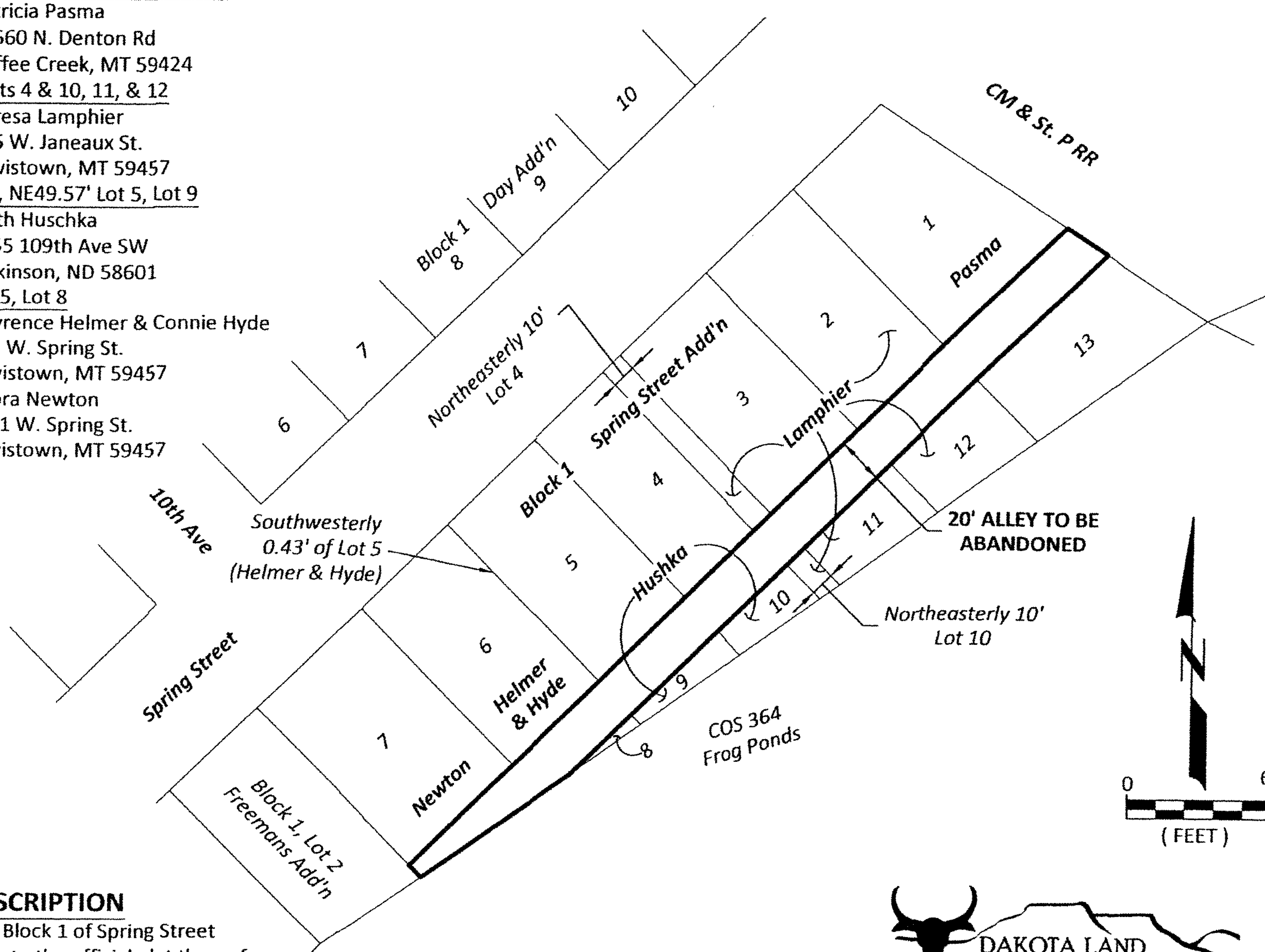
Lots 1 & 13 — Patricia Pasma
10560 N. Denton Rd
Coffee Creek, MT 59424

Lots 2, 3, NE10' Lots 4 & 10, 11, & 12 — Teresa Lamphier
815 W. Janeaux St.
Lewistown, MT 59457

SW40' Lots 4 & 10, NE49.57' Lot 5, Lot 9 — Keith Huschka
3355 109th Ave SW
Dickinson, ND 58601

Lot 6, SW0.43' Lot 5, Lot 8 — Lawrence Helmer & Connie Hyde
923 W. Spring St.
Lewistown, MT 59457

Lot 7 — Debra Newton
1001 W. Spring St.
Lewistown, MT 59457



DESCRIPTION

The entire alley in Block 1 of Spring Street Addition according to the official plat thereof on file with the Fergus County Recorder.

DAKOTA LAND CONSULTING, PLLC
665 Palm Beach Road Dickinson, ND 58601
dakotalandconsulting@gmail.com 701-300-0629
C:\Users\Dakota Land\OneDrive\PROJECTS\Huschka K 00118\001 Huschka-Lewistown\Exbt-Vacate.dwg

52668

Land Title Services

PASMA
LOTS 1,13

DEED OF CONVEYANCE

This instrument is executed the 21 day of September, 1999, by the undersigned in the capacity of the duly-appointed, qualified, and acting Personal Representative of the estate of Lester Earl Pasma, Jr., deceased.

Proceedings for the administration of the estate filed as Cause No. DP-99-33, in the Montana Tenth Judicial District Court, County of Fergus, at Lewistown, Montana, the undersigned, as Personal Representative, has sold to the party hereafter named the property of said estate as hereafter described, pursuant to authority as provided by law.

NOW, THEREFORE, for the purpose of completing said sale by and from said estate, the undersigned hereby sells, assigns, transfers, and conveys all of the right, title, and interest of said estate unto Patricia H. Pasma, of 901 West Spring Street, Lewistown, Montana, 59457, in and to the real property situated in the City of Lewistown, Fergus County, Montana, and particularly described as follows:

> Lot 1 and 13 in Block 1 of Spring Street Addition to the City of Lewistown, Fergus County, Montana, according to the official plat thereof, filed in the office of the Clerk and Recorder, Fergus County, Montana.

To have and to hold the same unto the said grantee and the heirs and assigns of the grantee forever.

IN WITNESS WHEREOF, the undersigned executes and acknowledges this instrument as of the date above stated.

Robert J. Pasma
Personal Representative of the Estate of Lester Earl Pasma, Jr., Deceased.

STATE OF MONTANA)
: ss.
County of Pondera)

On this 21st day of September, 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert J. Pama, Personal Representative of the estate of Lester Earl Pasma, Jr., deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such Personal Representative.

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

(NOTARIAL SEAL)

[signature]
Notary Public for the State of Montana
Residing at Conrad, Montana
My Commission expires August 20, 2000

State of Montana
County of Fergus
Filed for record SEP 24 1999 at 4:35
o'clock P m. and duly recorded in
Volume 217 of Deeds page 727
records of Fergus County, Montana
[signature]
County Clerk and Recorder
By [signature]
Fee Paid 6

52668

Return to
Teresa Lamphier
815 W. Janeaux St.
Lewistown, MT 59457

LAMPHIER
LOTS 2, 3, 11, 12
P/o 4 & 10

QUIT CLAIM DEED

For Value Received from

Kathryn Ann DeBelly
509 W. Evelyn
Lewistown, Montana 59457

does hereby convey, remise and forever quit claim unto

TERESA M. LAMPHIER
815 W. Janeaux Street
Lewistown, Montana 59457

145063 Fee: $ 18.00
FERGUS COUNTY, MT Recorded 11/3/2022 at 3:59 PM
Janel J. Tucek, Clk & Rcdr By Robin Craig
Return to: TERESA LAMPHIER 815 W. JANEAUX ST
LEWISTOWN MT 59457

all of Grantor's undivided interest in the following described premises situated in Fergus County, Montana, to-wit:

Lots 2, 3, 11 and 12 and the Northeasterly 10 feet of Lots 4 and 10, all in Block 1 of Spring Street Addition to the City of Lewistown, according to the plat thereof, filed June 28, 1920, in the office of the Clerk and Recorder of Fergus County, Montana.

Together with its appurtenances.

DATED this 3 day of NOV, 2022.

Kathryn A. DeBelly
Kathryn DeBelly
509 W. Evelyn
Lewistown, MT 59457

STATE OF MONTANA)
: ss
COUNTY OF FERGUS)

APRIL COCHRAN NOTARIAL SEAL STATE OF MONTANA
APRIL COCHRAN
NOTARY PUBLIC for the
State of Montana
Residing at Lewistown, Montana
My Commission Expires
August 22, 2026

On this 3rd day of NOV 2022, before me the undersigned, a Notary Public for the State of Montana, personally appeared Kathryn DeBelly name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Notary Public for the State of Montana

Huschka
Lots SW40' Lots 4 & 10
Lots 5 & 9

145651 Fee:$ 16.00
FERGUS COUNTY, MT Recorded 1/27/2023 at 3:34 PM
Janel J. Tucek, Clk & Rcdr By [signature]
Return to: Flying S Title and Escrow - Lewist 102 W. Janeaux
Lewistown MT 59457

AND WHEN RECORDED MAIL TO:
Flying S Title and Escrow of Montana, Inc.
102 W. Janeaux Street
Lewistown, MT 59457

Filed for Record at Request of:
Flying S Title and Escrow of Montana, Inc.

Space Above This Line for Recorder's Use Only

Order No.: 1078622-F
Parcel No.: 1236

WARRANTY DEED

FOR VALUE RECEIVED,

Susan A. Howells

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Keith P. Huschka

whose address is: **3355 109th Ave SW, Dickinson, ND 58601**

Hereinafter called the Grantee, the following described premises situated in **Fergus** County, **Montana**, to-wit:

Tract I
Beginning at a point which bears South 46° 20' West, 159.57 feet from the intersection of the SW line of Ninth Avenue with the center line of Spring Street in the City of Lewistown, Fergus County, Montana;
running thence South 46° 20' West, 40 feet;
running thence South 43° 40' East, 152.59 feet, more or less;
thence North 54° 50' East, 40.55 feet, more or less;
thence North 43° 40' West, 161.26 feet, more or less to the point of beginning, which above description is intended to describe the Southwesterly 40 feet in length of what is now described as Tract No. 339, Lewistown, Montana, now the Southwesterly 40 feet of Lots 4 and 10 in Block 1 of Spring Street Addition to the City of Lewistown, Fergus County, Montana.

Tract II
Beginning at a point which is North 46° 20' East, 110.43 feet from the most Northerly corner of Lot 2 in Block 1 of Freemans Addition to the City of Lewistown, Fergus County, Montana;
running thence South 43° 40' East, 90 feet;
thence South 46° 20' West, 0.43 feet;

Lot 6

0974

STATE OF MONTANA, } ss.

County of FERGUS

Filed for record this ___ day of APR 14 1983 19__ at 9:29 o'clock A. M., and Recorded in Book ___ of Deeds on Page ___ of the Records of County of FERGUS, State of Montana. [signature] Clerk and Recorder By [signature]

No. ___ — WARRANTY DEED TO JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP.

Helmer & Hyde Lot 6

This Indenture, Made the 13th day of April A. D. one thousand nine hundred and eighty-three BETWEEN

COLENE JOHNSON,

of Lewistown, Montana PARTY of the FIRST PART

and LAWRENCE F. HELMER and CONNIE J. HYDE,

of Lewistown, Montana the PARTIES of the SECOND PART;

WITNESSETH, that the said PARTY of the FIRST PART, for and in consideration of the sum of One Dollar andother valuable consideration Dollars ($1.00&OVC) lawful money of the United States of America to her in hand paid by said PARTIES of the SECOND PART, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, warrant and confirm unto the said PARTIES of the SECOND PART, AS JOINT TENANTS AND TO THE SURVIVOR OF SAID NAMED JOINT TENANTS, (and not as tenants in common) and to heirs and assigns of such survivor forever, the hereinafter described real estate situated in the city or town of Lewistown County of Fergus, and State of Montana, to-wit:

Lot 6 and the Southwesterly 43' of Lot 5 in Block 1 of the Spring Street Addition to the City of Lewistown, according to the official plat thereof, filed in the office of the Clerk and Recorder, Fergus County, Montana.

TOGETHER, with all and singular the hereinbefore described premises, all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said PARTY of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said PARTIES of the SECOND PART, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever.

And the said PARTY of the FIRST PART, and her heirs, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said PARTIES of the SECOND PART, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants, against all acts and deeds of the said PARTY of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said PARTY of the FIRST PART has hereunto set her hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of

x Colene Johnson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MONTANA, } ss.

County of FERGUS

On this 13th day of April in the year nineteen hundred and eighty-three before me The Undersigned, a Notary Public for the State of Montana, personally appeared

COLENE JOHNSON

known to me (or proved to me on oath of ___) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

[signature] M. Bryson

Notary Public for the State of Montana.

Residing at Lewistown, Montana

My Commission expires ___ 19 85

0974

58737

QUIT CLAIM DEED

NEWTON
LOT 7

THIS INDENTURE, made the 27th day of December, 2000, between **JAMES JOHN KREMER**, of 302 8th Ave So., Lewistown, Montana, 59457, the **party of the first part**, and **DEBRA S. NEWTON**, a/k/a **DEBRA J. KREMER**, of 1001 West Spring, Lewistown, Montana, 59457, the **party of the second part**.

WITNESSETH: That the **party of the first part** for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION ($1.00 & OVC) to him in hand paid by the **party of the second part**, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the **party of the second part**, and to her heirs and assigns, all right, title and interest in and to the following described real estate, situated in the County of Fergus, State of Montana, to-wit:

> **Lot 7, Block 1, in Spring Street Addition to the City of Lewistown, Fergus County, Montana, according to the official plat thereof, on file and of record in the office of the Clerk and Recorder of Fergus County, Montana.**

SUBJECT to any and all easements, rights-of-way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Montana, or in other deeds of record.

Together with all tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents issues and profits thereof; and also all the estate, right, title, interest in and to said property, possession, claim and demand whatsoever as well in law as in equity, of the **party of the first part**, of, in or to the premises and every part and parcel thereof TO HAVE AND TO HOLD, all and singular the premises, with the appurtenances thereto belonging unto the **party of the second part** her heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

James John Kremer
JAMES JOHN KREMER

STATE OF MONTANA)
: ss.
COUNTY OF FERGUS)

On the 27th day of December, 2000, before me, the undersigned, a Notary Public for the State of Montana, personally appeared JAMES JOHN KREMER, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(NOTARIAL SEAL)

Notary Public for the State of Montana.
Residing at Lewistown, Montana.
My commission expires June 7, 2003.

State of Montana
County of Fergus
Filed for record JAN 25 2001 at 4:25 o'clock P m. and duly recorded in Volume 219 of Deeds page 65 records of Fergus County, Montana
County Clerk and Recorder
By ______ Deputy
Fee Paid ______

Cary Buckler
505 W Main St 210
Lewistown Mt 59457

58737

(GENERAL FUND LOAN)

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. 4128

Issuer: City of Lewistown

Kind, date, time and place of meeting: A ________ meeting held on __________ at ____o'clock ___.m. in ________________, Montana.

Members present: ____

Members absent: ____

RESOLUTION NO. 4128

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN 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 ____ day of _________, 2023.

By ________________________________
Its ________________________________

RESOLUTION NO. 4128

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN 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 Commission (the Governing Body) OF THE CITY OF LEWISTOWN (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 INTERCAP Bond determined in accordance with the Board Resolution.

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

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.

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

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bonds for the purpose of making loans to Eligible Government Units.

Borrower means the local government entity above named, eligible to participate in the INTERCAP Loan Program.

"Borrower Act" means §§ 7-7-4101, and 7-7-4201, 7-5-4306 , MCA authorizing an Eligible Government Unit to borrow money on terms consistent with the Program.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

INTERCAP Bond means the Bond issued by the Board pursuant to the Board Resolution to finance the Program.

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 5.75% (6.00% less 0.25% for Borrowers with EFT Authorization) per annum through February 15, 2024 and thereafter a rate equal to the Adjusted Interest Rate on the Bond 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 means the Board's INTERCAP Loan Program pursuant to which the Board issued the INTERCAP Bond to use the proceeds to make loans to participating Eligible Government Units.

Project means 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.

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 Board Act, the Board has issued and sold the INTERCAP Bond and deposited a part of proceeds thereof in the Loan Fund. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of $1,338,678.00 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 $1,338,678.00 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 5.75% (6.00% less 0.25% for Borrowers with EFT Authorization) per annum through February 15, 2024, 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 will be automatic pursuant to the EFT Authorization attached hereto when due.

(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 if the Borrower requests that the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment 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 or less if the Board agrees to shorter notice.

(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 the next month following an Adjustment Date, the Board 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 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 Board 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 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 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 Limitations. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by state law pursuant to § 15-10-402, MCA, et. seq. The Borrower is familiar with the Montana's property tax limitations and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to these provisions. 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 property tax limitations.

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 Loan, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement and the Note 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, the Note, 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 APPROVED by the ______________________________ this _____ day of ________________, 2023.

By ___________________________
Its Mayor

Attest:

By ________________________________
Its Finance Officer

Loan #3004

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CITY OF LEWISTOWN

as Borrower

DATE OF AGREEMENT: August 4, 2023

LOAN AMOUNT: ONE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS ($1,338,678.00)

ADDRESS OF BORROWER:
City of Lewistown
305 W Watson Ste #3
Lewistown, MT 59457

CONTACT PERSON OF BORROWER:

NAME	Nikki Brummond
TITLE	Finance Officer/City Clerk
TELEPHONE	(406) 535-1760
E-MAIL	nbrummond@ci.lewistown.mt.us

ALTERNATE CONTACT PERSON

NAME	Holly Phelps
TITLE	City Manager
TELEPHONE	(406) 535-1760
E-MAIL	hphelps@ci.lewistown.mt.us

STATUTORY AUTHORITY FOR BORROWING: §§ 7-7-4101, and 7-7-4201, 7-5-4306 , MCA

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This Loan Agreement (the "Agreement") dated as of August 4, 2023, 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 the City of Lewistown ("the Borrower"), a political subdivision of the state of Montana;

WITNESSETH:

WHEREAS, pursuant to § 2-15-1808, Montana Code Annotated (MCA) and Title 17, Chapter 5, Part 16, MCA (the "Act"), the Board has established its INTERCAP Loan Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program) (the "INTERCAP Bond"), 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, and 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 $1,338,678.00, 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 Board Resolution.

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

"Adjusted Interest Rate" means the interest rate on the Loan determined and established pursuant to the Promissory Note and the Loan Agreement or Borrower 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.

"Board Resolution" means Board Resolution No. 249, adopted November 30, 2021, authorizing the issuance and sale of the INTERCAP Bond for the purpose of making loans to Eligible Government Units.

"Borrower" means the City of Lewistown, 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 , MCA authorizing 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 August 4, 2023, the date when the term of this Agreement begins and when 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.

"Electronic Funds Transfer (EFT) Authorization" shall mean the authorization given by the Borrower to the Board to initiate electronic debit and/or credit entries to the Borrower's specified account to fund the Loan and make automatic Loan repayments when due. The Board may also initiate the electronic debit for periodic principal paydown or payoff prior to loan maturity upon the Borrower's request.

"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; 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 July 1 and ending June 30.

"Governing Body" means (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.

"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.

"INTERCAP Bond" means the Board of Investments of the State of Montana's Annual Adjustable Rate Municipal Finance Consolidation Act Extendable Bond (INTERCAP Loan Program), Taxable Series 2022, authorized to be issued for the Program.

"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, as originally executed or as they may from time to time be supplemented, modified or, amended in accordance with the terms hereof.

"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 Rate" means the maximum rate of interest on the INTERCAP Bond which shall not exceed seven and sixty-five hundredths percent (7.65%) per annum plus up to an additional one and fifty hundredths percent (1.50%), as such Maximum Rate may be adjusted as provided in the Board Resolution.

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

"Program" means the Board's INTERCAP Loan 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) 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.
"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" means 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" means 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" means 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.

Section 1.02. Rules of Interpretation.

For 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.
Electronic Funds Transfer (EFT) Authorization
Certificate of Appropriation (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 and the Bondholder 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, and the Note.

(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, and the Note, and that have not been disclosed in writing to the Board.

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

(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 and the Note) 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 and the Note 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).

(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, is not for private use, 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.

(d) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the project vehicle and/or equipment.

(e) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan and the Note and this Agreement.

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 $1,338,678.00.

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 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, 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 and the Bondholder;

(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 and the Bondholder;

(c) The complete and executed EFT Authorization, attached hereto, required by the Board;

(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 items listed in 4.04(d) that are equal to or more than requested draw amount, 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:

Date of Draw	First Loan Repayment Date	Payment Consisting of:
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 the Loan Repayments will be made pursuant to the attached EFT Authorization on each Loan Repayment Date to be calculated by the Board 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 is a combination of the INTERCAP Bond rate per annum plus up to an additional one and fifty hundredth percent (1.50%) per annum as is necessary to pay the Borrower's share of Program Expenses, as determined by the Board, and shall not exceed the Maximum Rate.

(d) Within the following month of the Adjustment Date the Board 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.

Section 5.02. Delinquent Loan Payments.

If the automatic EFT Authorization fails due to insufficient funds, 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 U.S. 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 Board 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 Board 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 Property Tax Limitations.

The Borrower recognizes and acknowledges that the amount of taxes it may levy may be limited by the state pursuant to § 15-10-402, et seq. The Borrower is familiar with the Montana property tax provisions and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to those provisions. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding those provisions.

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 property tax limitations 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.

(b) The Borrower agrees to permit the Board to visit, examine, 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 its 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 request the Board approve prepayment of the loan. Upon approval, the Board will initiate an electronic debit using the attached EFT Authorization for prepayment of the Loan in whole or in part upon giving 30 days prior written notice to the Board unless the Board agrees to shorter notice.

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.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of 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 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 Board 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 Board, unless the Board shall agree in writing to an extension of time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Board 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 the 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 the possession continues for more than 30 days.

Section 12.02. Notice of Default.

The Borrower agrees to give the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or upon the occurrence of any other event or condition constituting 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 shall have occurred, the Board 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 Board shall have the right to 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.

Upon an Event of Default, the Borrower shall pay to the Board 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.

Section 12.05. Application of Money.

Any money collected by the Board pursuant to Section 12.03 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 Exclusive Remedy, Waiver, and Notice.

No remedy herein conferred upon or reserved to the Board 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 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 when hand delivered or five days after mailing by registered or certified mail, postage prepaid, to the Borrower at the address specified herein and to the other parties at the following address:

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

(2) Borrower: City of Lewistown
305 W Watson Ste #3
Lewistown, MT 59457

Any of the parties may, by notice in writing given to the others, designate any further or different address 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, changed, or modified by the Borrower unless the amendment shall have been consented to in writing by the Board and made part of this Agreement.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all 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, or designee, unless otherwise provided by law or by rules, regulations or resolutions of the Board.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board, 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 the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE STATE OF MONTANA

DocuSigned by:

B9493C3E3B57486...

By Louise Welsh
Its Senior Bond Program Officer

CITY OF LEWISTOWN

By Holly Phelps
Its City Manager

WITNESS OR ATTEST:

By Nikki Brummond
Its Finance Officer/City Clerk