

**RESOLUTION NO. 4155**

**A RESOLUTION APPROVING TERMS FOR A BRIDGE LOAN AND PERMANENT REPAYMENT LOAN WITH THE MONTANA COMMUNITY DEVELOPMENT CORPORATION, FOR CONSTRUCTION OF FIRE TRAINING BUILDING.**

**WHEREAS**, the City of Miles City is prepared to construct a fire training building behind the City Fire Department;

**AND WHEREAS**, the City desires to obtain a short term loan for the construction of said fire training building, and a permanent loan for the repayment of said short term loan, and has received terms sheets from the Montana Community Development Corporation for said loans;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The Term Sheets and contents thereof between the City and the Montana Community Development Corporation for a short term bridge loan in the amount of up to \$249,600, as set forth in Exhibit "A", and for a permanent loan to repay the final balance of said bridge loan, as set forth in Exhibit "B," both attached hereto and made a part hereof, are hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said documents on behalf of the City of Miles City, and bind the City of Miles City thereto.


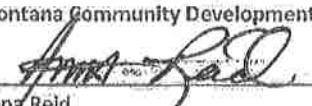
**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 24th DAY OF APRIL, 2018.**

  
\_\_\_\_\_  
John Hollowell, Mayor



ATTEST:

  
\_\_\_\_\_  
Lorrie Pearce, City Clerk

## Principal Terms and Conditions

<b>Borrower:</b>	City of Miles City
<b>Loan Type:</b>	Community Facilities Bridge Financing
<b>Loan Amount:</b>	\$249,600
<b>Loan Term:</b>	1 year
<b>Payment Terms:</b>	Interest only
<b>Interest Rate:</b>	3.00%
<b>Estimated closing costs:</b>	\$131
<b>Packaging Fee:</b>	\$2,496
<b>Prepayment Penalty:</b>	None
<b>Collateral:</b>	1st lien position on fire training facility building
<b>Warranties and Covenants:</b>	Loan documentation will include, without limitation, standard Montana CDC warranties and covenants pertaining to accuracy of information; organization; capital adequacy; change in control; material litigation; business activities & use of proceeds; compliance with laws; restrictions on indebtedness, liens and contingent liabilities; payment of taxes; environmental matters; maintenance of insurance; lender's loss payee; financial reporting; inspection of properties and records
<b>Additional warranties, representations, and covenants:</b>	The borrower and any guarantors represent that they are not in violation or breach of any current agreement with a third party and are not currently involved in litigation.
	The Borrower represents that it is a legal entity in good standing and does not have prior liens, judgments, or bankruptcies that it has not disclosed.
<b>Conditions Precendent to Closing:</b>	Approval by USDA Community Facilities staff
	Business asset insurance on the fire training facility building with MCDC listed as Lender's Loss Payee
	Liability insurance from Miles City Fire Department with MCDC listed as additional insured
	Legal description of the land where the training facility will be located
	EIN for City of Miles City
	Copy of driver's license for all signers
	Resolution from City Council documenting acceptance of bridge loan and community facilities term loan after construction. Resolution should identify individuals who are authorized to sign loan documents.
	Confirmation that the borrower, co-borrower, and guarantors have had no material adverse changes to financial condition; collateral, property, or in any other matters which MCDC analyzed in conjunction with this credit request, including, without limitation, no change in the structure of the transaction initially presented and agreed upon by MCDC.
	<p>City of Miles City</p>  <p>Mayor</p> <p>Montana Community Development Corporation</p>  <p>Anna Reid Loan Closing Manager</p>

## Principal Terms and Conditions

<b>Borrower:</b>	City of Miles City
<b>Loan Type:</b>	Community Facilities Bridge Financing
<b>Loan Amount:</b>	Payoff of bridge loan
<b>Loan Term:</b>	25 years
<b>Payment Terms:</b>	Fully amortized
<b>Interest Rate:</b>	3.00%
<b>Estimated closing costs:</b>	\$14
<b>Packaging Fee:</b>	None
<b>Prepayment Penalty:</b>	None
<b>Collateral:</b>	1st lien position on fire training facility building
<b>Warranties and Covenants:</b>	Loan documentation will include, without limitation, standard Montana CDC warranties and covenants pertaining to accuracy of information; organization; capital adequacy; change in control; material litigation; business activities & use of proceeds; compliance with laws; restrictions on indebtedness, liens and contingent liabilities; payment of taxes; environmental matters; maintenance of insurance; lender's loss payee; financial reporting; inspection of properties and records
<b>Additional warranties, representations, and covenants:</b>	The borrower and any guarantors represent that they are not in violation or breach of any current agreement with a third party and are not currently involved in litigation.
	The Borrower represents that it is a legal entity in good standing and does not have prior liens, judgments, or bankruptcies that it has not disclosed.
<b>Conditions Precedent to Closing:</b>	Approval by USDA Community Facilities staff
	Business asset insurance on the fire training facility building with MCDC listed as Lender's Loss Payee
	Liability insurance from Miles City Fire Department with MCDC listed as additional insured
	Legal description of the land where the training facility will be located
	EIN for City of Miles City
	Copy of driver's license for all signers
	Voided check for ACH loan payment set up
	Resolution from City Council documenting acceptance of bridge loan and community facilities term loan after construction. Resolution should identify individuals who are authorized to sign loan documents.
	Confirmation that the borrower, co-borrower, and guarantors have had no material adverse changes to financial condition, collateral, property, or in any other matters which MCDC analyzed in conjunction with this credit request; including, without limitation, no change in the structure of the transaction initially presented and agreed upon by MCDC.
	<p>City of Miles City</p>  <p>Mayor</p> <p>Montana Community Development Corporation</p>  <p>Anna Reid Loan Closing Manager</p>