

Nevada State Infrastructure Bank

AND

Truckee Meadows Fire Protection District

Financing Agreement for the Hidden Valley Fire Station Apparatus Bay Project

DRAFT

NEVADA STATE INFRASTRUCTURE BANK FINANCING AGREEMENT

THIS AGREEMENT is dated as of [_____], 2024 and is by and between the NEVADA STATE INFRASTRUCTURE BANK (the "Bank"), an instrumentality of the State of Nevada, and the Truckee Meadows Fire Protection District (the "Borrower"), existing as a governmental unit under the laws of the State of Nevada.

WITNESSETH:

WHEREAS, pursuant to Chapter 226 of the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), the Bank is authorized to provide loans and other financial assistance to qualified borrowers to for the development, construction, repair, improvement, operation, maintenance, decommissioning and ownership of transportation facilities, utility infrastructure, water and wastewater infrastructure, renewable energy infrastructure, recycling and sustainability infrastructure, digital infrastructure, social infrastructure, and other infrastructure related to economic development as necessary for public purposes; and

WHEREAS, in accordance with the provisions NRS Chapter 226, the Bank has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Borrower has made an application for the financing of the Project (as hereinafter defined), through a loan made under and pursuant to NRS Chapter 226, and the Bank has determined that the Project meets all requirements for a loan and has agreed to make a loan to the Borrower for the financing of the Project as set forth in this Agreement (the "Loan"); and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, have been or are intended to be pledged and assigned under the Resolution as security for the payment of principal, premium, if any, and interest, in the forms of "Pledged Collateral" and "Pledged Revenues";

NOW, THEREFORE, in consideration of the Bank making the loan to the Borrower, in the principal amount and pursuant to the covenants hereinafter set forth, and intending to be legally bound by this Agreement, the Bank and the Borrower agree as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

- (1) "Agreement" or "Financing agreement" shall mean this financing agreement and all exhibits and schedules attached hereto.
- (2) "Agreement Date" means the date first written above.

(3) "Authorized Representative" shall mean the official or officials of the Borrower authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Capitalized Interest" shall mean a finance charge that accrues on Loan proceeds from the time of disbursement. Capitalized Interest is financed as part of the Loan principal.

(5) "Code" shall mean the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.

(6) "Consolidated Tax" means taxes distributed to and imposed within the Borrower pursuant to the Consolidated Tax Act.

(7) "Consolidated Tax Act" means, collectively, NRS 360.600 to 360.740, inclusive, as amended from time to time.

(8) "Defeasance Obligations" means, to the extent permitted by law, direct non-callable obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations issued or held in book entry form on the books of the Bank of the Treasury of the United States and including advance refunded tax-exempt bonds fully secured by non-callable direct obligations of the United States of America, non-callable obligations guaranteed by the United States of America, or "stripped" interest payment obligations of debt obligations of the Resolution Funding Corporation.

(9) "Financing Application" shall mean the completed form which provides all information required to support obtaining the Loan.

(10) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan as set forth herein.

(11) "Loan" shall mean the loan made to the Borrower pursuant to this Agreement and the State Act in the initial principal amount of \$5,252,000.

(12) "Loan Payment" shall mean the periodic loan payment due from the Borrower as set forth in Exhibit B of this agreement.

(13) "Operations and Maintenance Expense" shall mean the costs of operating and maintaining the Project determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(14) "Pledged Revenues" means a 15% portion of all income and revenue derived by the Borrower from the imposition and collection of the Consolidated Tax and distributed to the Borrower pursuant to the Consolidated Tax Act.

(15) "Project" shall mean the state capital outlay project financed by this Loan, consisting of all labor, materials, and equipment designated to develop Hidden Valley Fire Station Project Apparatus Bay Project, which will provide fire protection and public safety services to residents in Washoe County, Nevada as more fully described in the Financing

Application, in accordance with applicable law and the summary specifications included in Exhibit C.

(16) "State" means the State of Nevada.

(17) "State Fiscal Year" shall mean the period commencing on July 1 of each year and ending on June 30 of the succeeding year.

(18) "State Infrastructure Bank" or "Bank" means the State-funded State Infrastructure Bank created pursuant to Chapter 226 of the Nevada Revised Statutes.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. GENERAL WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Borrower warrants, represents and covenants that:

(1) The Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof and shall initiate and prosecute to completion all proceedings necessary to enable the Borrower to provide the necessary funds for repayment of the Loan.

(2) The Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Borrower's knowledge, threatened, which seeks to restrain or enjoin the Borrower from entering into or complying with this Agreement or could render Borrower insolvent.

(4) All permits, authorizations, and approvals required as of the date of this Agreement have been obtained as of the implementation of the Project. The Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Borrower shall release and hold harmless the State, its agencies, the Bank, and each of their respective officers, members, and employees from any claim arising in connection with the Borrower's actions or omissions in the Borrower's planning, administration, and implementation of activities financed by the Loan or its operation of the Project.

(7) All Borrower representations to the Bank, pursuant to the Financing Application and this Agreement, were and are true and accurate as of the date the Financing Application and this Agreement were each executed by the Borrower. The financial information delivered by the Borrower to the Bank was current and correct as of its date. Since the date such financial information was delivered, there has not been any material adverse change in the financial condition or revenues and expenditures of the Borrower, or in the collection of the Pledged Revenues. The Borrower shall comply with all applicable State and Federal laws, rules, and regulations. To the extent that any assurance, representation, or covenant requires a future action, the Borrower shall take such action as is necessary for compliance.

(8) The Borrower shall adhere to accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Borrower shall keep accounts of the Project separate from all other accounts and it shall keep accurate records of all expenditures relating to the Project, the Pledged Revenues and Loan disbursement receipts.

(9) The Borrower shall maintain and produce, no later than July 1 of each fiscal year, to the Bank an annual budget consistent with generally accepted accounting principles. Any changes and/or adjustments made to the Borrower's annual budget must be submitted to the Bank within 30 days of the changes being made.

(10) For any Pledged Collateral, the Bank may require the Borrower to execute a Deed of Trust along with this Agreement.

(11) In the event the anticipated Pledged Revenues are shown by the Borrower's annual budget to be insufficient to make the Loan Repayments for such Fiscal Year when due, the Borrower shall include in such budget other legally available funds which shall be sufficient, together with the Pledged Revenues, to make the Loan Repayments. Such other legally available funds shall be budgeted in the Borrower's annual budget and designated for the purpose provided by this paragraph (10), and the Borrower shall collect such funds for application as provided herein. The Borrower shall notify the Bank immediately in writing of any such budgeting of other legally available funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available funds; requiring the Borrower to levy or appropriate ad valorem tax revenues; or preventing the Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available funds. To address any Loan Repayment insufficiencies, Bank may require the Borrower to execute a pledge addendum to include Borrower's other legally available funds into the Pledged Revenues.

(12) The Borrower covenants that this Agreement is entered into for the purpose of implementing, refunding, or refinancing the Project which will in all events serve a public purpose. The Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need described in its application for the financing of the Project.

(13) The Borrower shall, within 30 days of request, submit to the Bank such data, reports, records, contracts and other documents relating to the Project as the Bank may request in order to ascertain the performance by the Borrower of its obligations under this Agreement. The Bank shall have the right to conduct on-site monitoring visits and audits, and the Borrower shall, at Borrower's expense, cooperate and assist the Bank in the reasonable inspection and audit of books, records, accounts, data and other information related to the Project, and in copying and removing the same for such purposes at all reasonable times. The Borrower shall provide, without objection, any additional information as deemed appropriate by the Bank.

2.02 LEGAL AUTHORIZATION.

Upon signing this Agreement, the Borrower's legal counsel shall express the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Borrower and shall constitute a valid and legal obligation of the Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03 AUDIT AND MONITORING REQUIREMENTS.

The administration of resources awarded by the Bank to the Borrower may be subject to audits and/or monitoring by the bank, at the sole and absolute discretion of the Bank.

(1) The Bank and its agents shall have the right, with or without prior written notice to Borrower to examine the records, books and other papers which reflect upon Borrower's financial condition or pertain to the income, expense, management, administration, and implementation of the Project and to make copies and abstracts from such materials. The Bank shall be permitted to make such examinations as often as The Bank may deem appropriate. The Bank also shall have the right, from time to time to conduct an audit or have an independent audit conducted of any of Borrower's financial information. At the conclusion of any audit conducted by or on behalf of the Bank, an audit report shall be prepared and delivered to the Borrower. Borrower shall pay on demand all costs incurred by Bank with respect to any such audit. Any costs incurred by the Bank in relation to audit shall not require prior notice or approval from the Borrower.” The Borrower shall pay on demand all costs incurred by the Bank with respect to any such audit. Upon Borrower's failure to pay such amounts, and in addition to Bank's remedies for Borrower's failure to perform, the unpaid amounts shall be added to principal, shall bear Capitalized Interest until paid in full.

(2) The Bank may, from time to time, issue to the Borrower such reports, audit findings, and memoranda as it deems appropriate to notify the Borrower of any error, deficiency, or unsatisfactory condition (an “Adverse Condition”) the Bank may discover. Such notification may be delivered in writing by any reasonable means including without limitation by email or first-class mail. Upon the Borrower’s receipt of such notification, the Borrower shall take any action necessary to correct, resolve, or remedy any Adverse Condition to the satisfaction of the Bank. Records related to any audits, Adverse Conditions, litigation, or corrective action shall be retained for a period of no less than 7 years following the resolution same.

(3) Nothing in this Section 2.03 shall be construed to limit the authority of the Bank to conduct or arrange for the conduct of additional audits, examinations, or evaluations of State financial assistance or limit the authority of any other State official. The provisions of this section 2.03 shall be construed to give the Bank and the State the broadest possible authority permitted by the laws of Nevada to inspect, examine, audit and evaluate the financial records and other affairs of the Borrower and the Project.

(4) Copies of financial reporting packages, reports, or management letters required by this agreement shall be submitted by or on behalf of the Borrower directly to the Bank.

2.04 PROGRESS REPORTS

No later than January 15th, April 15th, July 15th, October 15th of each calendar year, the Borrower shall create and deliver to the Bank quarterly progress reports (individually, a “Progress Report”) describing all material events, developments, and conditions of the Project. Progress Reports shall be submitted electronically to the Bank by an individual authorized by the governing board of the Borrower. At minimum, each Progress Report shall describe:

(1) All financial activities, events, and transactions which have occurred in the preceding 12 months.

(2) An analysis of the financial condition of the Project

- (3) Program accomplishments occurring in the prior 12 months, including:
 - a. Specific action taken to implement approved objectives and activities of the Project;
 - b. Progress made on each objective and activity of the Project in terms of percentage completed;
- (4) Any delays in the implementation of the Project, Project objective, or Project activity and the reason for the delay. In the event of a delay, a proposed revised Project schedule should be included if activities are not conforming to approved Project schedules as contained in the Financing Application.
- (5) Progress toward projects performance goals aligned upon by the Borrower and Bank.
- (6) Financial information of the project, including but not limited to:
 - a. Beginning fund balance;
 - b. Dollar amount of all expenditures;
 - c. Ending fund balance;
 - d. Interest earned to date; and
 - e. The amount and percent of funds being contributed to the Project from other sources.
- (7) Any other information which may be of interest or note to the Bank or the State regarding the status, financial condition, or progress of the Project.

Should the Bank require any additional information or analysis from the Borrower following the receipt of any Progress Report, it shall make a request in writing to the individual who transmitted the Progress Report to the Bank. Any request for additional information shall set the Borrower's response deadline, which shall be strictly enforced.

2.05 RECORDS RETENTION.

The Borrower shall retain all records related to the Project for a period of no less than seven (7) years. The Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least seven (7) years from the date any audit report is issued, and shall allow the Bank, or its designee, access to such records upon request. The Bank or the State may extend the period during which any records must be retained upon written notice to the Borrower. Borrower's failure to retain any records described in this Section 2.05 for the period prescribed (or any extension thereof) shall constitute a material event of default.

All costs charged to the Project, including any approved services contributed by the Borrower or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

Any check or order drawn by the Borrower with respect to any item which is or will be supported by the Loan must be supported with a properly signed voucher on file in the office of the Borrower stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, and readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

2.06 ACCESS TO PROJECT SITES.

The Borrower shall provide to the Bank and its representatives access to any location related to the use or proposed use of Loan funds and any administrative offices related thereto, including without limitation any fire stations financed through the Project. The Borrower shall cause all of its employees, agents, representatives, and contractors to cooperate during any Project inspections, including making available copies of any documents and/or other materials.

ARTICLE III - LOAN REPAYMENT ACCOUNTS

3.01. RESERVED.

ARTICLE IV - THE PROJECT

4.01. PROJECT CHANGES.

The Borrower covenants and agrees that it will not change the scope of the Project or alter the nature of the Project in any material fashion, or substitute any other project for the Project, without the prior written approval of the Bank.

4.02. PROHIBITION AGAINST ENCUMBRANCES.

The Borrower is prohibited from selling, leasing, or disposing of any part of the Project which would materially adversely affect the ability of the Borrower to meet its obligations under this Agreement so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Bank is first secured.

4.03. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Project on, or prior to, the Project completion date set forth in the Financing Application or such other date as the Bank may approve in writing. Failure of the Bank to approve additional financing, where required, shall not constitute a waiver of the Borrower's covenants to complete and place the Project in operation.

4.04. PROJECT SCHEDULE AND INDEBTNESS.

The Borrower agrees:

- (1) Initiation of Project is anticipated to take place in November of 2024.
- (2) The Project is anticipated to be completed in December of 2027. If the anticipated project completion date changes, the Borrower shall notify the Bank within 15 days.
- (3) The Loan Repayments shall be due at the times and in the amounts set forth on Exhibit B.

ARTICLE V – RATE COVENANTS AND COLLECTION OF PLEDGED REVENUES

5.01. RATE COVERAGE.

To the extent that the Pledged Revenues are derived from revenues that may be adjusted by the Borrower, the Borrower shall maintain revenues at a level sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding one and a half times the sum of the Loan Repayments due in such Fiscal Year. In addition, the Borrower shall satisfy the coverage requirements of all senior and parity debt obligations, if any.

5.02. COLLECTION OF PLEDGED REVENUES.

The Borrower shall use its best efforts to collect all Pledged Revenues and other amounts due to it and shall take no action to impair the collection of the Pledged Revenues.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events shall be deemed a material event of default:

- (1) Failure to make any Loan Payment when it is due and such failure shall continue for a period of 5 days.
- (2) Any warranty, representation, or other statement by, or on behalf of, the Borrower contained in this Agreement or in any document, certificate or information furnished in compliance with, or in reference to, this Agreement (other than projections, estimates and other forward-looking information and general economic or industry information), is determined to be false or misleading in any material respect.
- (3) An order or decree is entered, with the acquiescence of the Borrower, appointing a receiver for any part of the Project or the Pledged Revenues; or if such order or decree, having been entered without the consent or acquiescence of the Borrower, shall not be vacated, or discharged or stayed on appeal within 60 days after the entry thereof.
- (4) Any proceeding is instituted, with the acquiescence of the Borrower, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Pledged Revenues.
- (5) Any bankruptcy, insolvency or other similar proceeding is instituted by, or against, the Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Borrower, is not dismissed within 60 days after filing.
- (6) Any failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement (a "General Non-compliance Default"), provided, however, that if the Borrower provides the Bank with written notice of a General Non-compliance Default within 30 days of the date of such General Non-compliance Default, and such default does not relate to the Borrower's obligations to make a Loan Payment, then the Borrower shall have 60 days from the date of such General Non-compliance Default to cure such General Non-compliance Default to the satisfaction of the Bank in the Bank's sole and absolute discretion. If the Borrower fails, within the time periods provided

in the previous sentence, to (i) provide written notice of a General Non-compliance Default, or (ii) cure the General Non-compliance Default to the satisfaction of the Bank in the Bank's sole and absolute discretion, then the Borrower shall be deemed to be in default of this Agreement as of the date of the General Non-compliance Default.

6.02. REMEDIES.

Upon any event of default, the Bank may pursue any available remedy at law or in equity, including without limitation:

(1) By mandamus or other proceeding at law or in equity, cause the Borrower to remit to the Bank Pledged Revenues sufficient to enable the Borrower to satisfy its obligations under this Agreement.

(2) By action or suit in equity, require the Borrower to account for all moneys received pursuant to this Agreement and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts which may be unlawful or in violation of the rights of the Bank.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Project, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By notifying financial market credit rating agencies and potential creditors of the event of default.

(6) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(7) By increasing the Financing Rate on the unpaid principal of the Loan to as much as 5.19% for a default under Subsection 6.01(1).

(8) The Bank shall have the right to foreclose, sell, or otherwise dispose of the pledged collateral in accordance with the terms of this agreement and with the applicable law.

In addition to pursuing any other remedy available under this Agreement, upon an event of default, the Bank may, by providing 60 days advance written notice to the Borrower, elect to terminate this Agreement, and the Bank shall have no further obligation or commitment under this Agreement to the Borrower. Any partial Loan Repayments by the Borrower shall be allocated first to interest and second to principal.

6.03. REMEDIES NOT EXCLUSIVE; DELAY AND WAIVER.

No remedy conferred upon or reserved to the Bank by this Article is exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy. No delay or omission by the Bank to exercise any right or power accruing as a result of an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or

acquiescence therein, and every such right and power may be exercised as often as may be deemed prudent by the Bank. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement or shall impair consequent rights or remedies.

ARTICLE VII - GENERAL PROVISIONS

7.01 DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Loan Repayments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Bank. If at any time the Borrower shall have paid all amounts due under this Agreement, or shall, in accordance with the provisions of this Section 8.01 have defeased the Loan, the pledge of, and lien on, the Pledged Revenues to the Bank shall be no longer in effect and, except as provided in Section 2.03 and 2.05, this Agreement shall be deemed fully performed. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan; provided that, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Bank or its assignees and the Bank has approved in writing such deposit. Notwithstanding any provision of this Agreement to the contrary, the Borrower may prepay this Loan only upon the express written consent of the Bank, which consent shall not be withheld if such prepayment, in the judgment of the Bank will not adversely impact the Bank's ability to comply with covenants relating to obligations secured by such Loan.

7.02 ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, have been pledged and assigned under the Resolution as security for the payment of principal of, premium, if any, and interest on the Bonds and by the execution of this Agreement the Borrower in all respects consents to such pledge and assignment. The Bank may further pledge or assign all or any parts of this Agreement without the prior consent of the Borrower after written notification to the Borrower. The Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Bank and receipt by the Bank of a Bond Counsel Opinion, obtained at the Borrower's expense, that such assignment will not adversely impact the tax status of any Applicable Tax-Exempt Bonds.

7.03 AMENDMENT OF AGREEMENT.

This Agreement may only be amended in writing mutually executed by authorized representatives of the Bank and Borrower. However, no amendment shall be permitted which is inconsistent with any applicable State or Federal law. Any attempted amendment to this Agreement which is inconsistent with any State or Federal law shall be deemed void *ab initio*.

7.04 ANNULMENT OF AGREEMENT.

The Bank may unilaterally annul this Agreement if the Borrower has not drawn any of the Loan proceeds within six months of the first scheduled disbursement date referenced in Exhibit A. If the Bank unilaterally annuls this Agreement, the Bank will provide written notification to the Borrower.

7.05 SUSPENSION AND TERMINATION.

If the Borrower abandons or, before completion, discontinues the Project; or if the commencement, prosecution, or timely completion of the Project by the Borrower is rendered improbable, infeasible, impossible, or illegal, by written notice to the Borrower, the Bank may suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or at its option, the Bank may terminate any or all of its remaining obligations under this Agreement.

Upon receipt of any termination or suspension notice, the Borrower shall proceed promptly to carry out the actions required therein which may include, but not be limited to: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the Loan; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) repay the Bank according to the provisions of the Agreement, or as otherwise agreed upon, in writing, by the Bank and the Borrower. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Bank or upon the basis of terms and conditions imposed by the Bank upon the failure of the Borrower to furnish the schedule, plan, and budget within a reasonable time.

The Bank reserves the right to unilaterally cancel this Agreement for refusal by the Borrower to allow public access to all documents, papers, letters, or other materials subject to the provisions of the Nevada Revised Statutes, and made or received in conjunction with this Agreement.

7.06 SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE XIII - DETAILS OF FINANCING

8.01 PRINCIPAL AMOUNT OF LOAN.

The Bank agrees to lend to the Borrower, and the Borrower agrees to repay the Bank the Loan at the times, in the amounts and in the manner set forth in this Agreement. The principal amount of the Loan as of any date shall consist of the aggregate Disbursements (as defined below), plus Capitalized Interest that has accrued and been added to the principal amount of the Loan, plus interest other than Capitalized Interest, if any, that has accrued and been added to the principal amount of the Loan, less the aggregate principal component of all Loan Repayments made, all as of such date.

The estimated principal amount of the Loan as of the date of the first Loan Payment is \$5,252,000, which consists of the amounts scheduled to be disbursed to the Borrower in the amounts and at the times set forth in Disbursement Schedule attached hereto as Exhibit A.

8.02 LOAN ORIGINATION FEE.

Upon the closing of the loan, the Borrower is obligated to pay 1% of the total loan amount, equaling \$52,520 as a loan origination fee to the Bank. This amount shall be due upon execution of this agreement.

8.03 FINANCING RATE.

Interest shall accrue on the principal amount of the Loan at the Financing Rate. The Financing Rate is 3.11% per annum, compounded annually, using a 360-day year consisting of twelve 30-day months counting convention, as indicated by the Loan Amortization Schedule attached hereto as Exhibit B.

8.04 LOAN DISBURSEMENTS.

The Bank shall disburse the Loan to the Borrower in the amounts and at the times set forth in the Disbursement Schedule (Exhibit A) provided that prior to each Disbursement, the Bank receives a written request for such Disbursement which certifies that all prerequisites for such Disbursement have been satisfied. Any written request for a Disbursement shall be signed by the Borrower's Authorized Representative under penalty of perjury. The Bank may, prior to making any Disbursement, require Borrower to furnish it with any evidence the Bank may deem necessary to verify that Borrower has met the prerequisites for Disbursement. The Bank may elect, in its sole and absolute discretion, to withhold any Disbursement until it is satisfied that all prerequisites to Disbursement have been met.

Upon written request by the Borrower, the Bank may, in its sole and absolute discretion, amend the Disbursement Schedule to take into account unexpected events or reasonable adjustments to the financing of the Project. The Bank may, in its sole and absolute discretion, adjust the Loan Amortization Schedule attached hereto as Exhibit B.

Under no circumstances shall the sum of the Disbursements to the Borrower exceed \$5,252,000 under this Agreement. Furthermore, the Bank's obligation to fund any Disbursement is subject to funds being made available by an appropriation made pursuant to Nevada law.

8.05 LOAN REPAYMENTS.

Loan Repayments shall be made at the time and in the amounts set forth in the Loan Amortization Schedule attached hereto as Exhibit B. To the extent the actual principal amount of the Loan calculated as provided in Section 8.01 above is less than the estimated principal amount of the Loan as set forth in Section 8.01 hereof, the amount of the scheduled Loan Payment credited to principal shall increase and the Loan Payment Schedule shall be adjusted, so that the Loan is paid in full over a shorter amount of time. Notwithstanding the foregoing, however, if the actual principal amount of the Loan calculated as provided in Section 8.01 above is less than the estimated principal amount of the Loan as set forth in Section 8.01, the parties to this Agreement hereby agree to adjust the Loan Payment Schedule in such a way as to not adversely impact any obligations of the Bank secured by repayments under this Agreement.

Loan Repayments shall be credited first to interest accruing on the principal amount of the Loan, if any, then to principal.

ARTICLE IX – MISCELLANEOUS

9.01 THIRD PARTY AGREEMENTS

Third Party Agreements: Except as otherwise authorized in writing by the Bank, the Borrower shall not execute any contract or obligate itself in any manner for the procurement of consultant services, construction or purchase of commodities contracts or amendments thereto,

with any third party with respect to the Project without the prior written approval of the Bank. Failure to obtain such approval from the Bank shall be deemed a material breach of this Agreement, relieving the Bank of any obligation to make Disbursements under this Agreement. The Bank specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. Such decisions shall be deemed final and binding on the Borrower.

9.02 EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the carrying out of any project, the Borrower shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin.

9.03 PROHIBITED INTERESTS.

Neither the Borrower nor any of its contractors, subcontractors, consultants, or subconsultants shall enter into any contract with one another, or arrangement in connection with the Project or any property included or planned to be included in the Project, which violates any provision of the Nevada Revised Statutes, relating to conflicts of interest and prohibited transactions. The Borrower shall further diligently abide by all provisions of Nevada law regulating the Borrower with respect to procurement, contracting, and ethics.

9.04 ADHERENCE TO 2020 STATE CLIMATE STRATEGY.

Execution of this Agreement constitutes a certification by the Borrower that the Project will be carried out in conformance with all applicable regulations of the Bank, including ensuring that all construction done through the Project is consistent with the standards and goals set forth in Nevada's Climate Strategy for the year of 2020 and the goals for the reduction of greenhouse gas emissions set forth in NRS 445B.380 and 704.7820.

The Borrower will be solely responsible for any liability in the event of non-compliance with applicable regulations and will reimburse the Bank for any loss incurred in connection therewith.

9.05 PREVAILING WAGES.

Execution of this Agreement constitutes a certification by the Borrower that the Project will be carried out in conformance with all applicable provisions of NRS Chapter 226 including the payment of prevailing wages.

The provisions of NRS 338.013 to 338.090, inclusive, apply to any contract for construction work on the Project, if any. Any contractor who is awarded a contract or enters into an agreement to perform construction work related to the Project, and any subcontractor who performs any portion of any construction work on the Project shall comply with the provisions of NRS 338.013 to 338.090, inclusive, in the same manner as if a public body had undertaken the qualified project or had awarded the contract.

The Borrower shall be solely responsible for any liability in the event of non-compliance with this section and will reimburse the Bank for any loss incurred in connection therewith.

9.06 LOCAL HIRE AND APPRENTICESHIP UTILIZATION.

Execution of this Agreement constitutes a certification by the Borrower that the Project will be carried out in conformance with all applicable regulations of the Bank including the hiring of Nevada residents and the utilization of registered apprentices on any construction projects.

The Borrower will ensure that for the duration of the Project, not less than 50 percent of the total project work hours performed within each construction trade by employees of a contractor or subcontractor are performed by residents of Nevada, with not less than 15 percent of those project work hours performed within each construction trade by employees of the contractor or subcontractor being performed by disadvantaged workers.

If the Borrower is unable to comply with the project work hour requirements set forth in this section, the Borrower may petition the Bank for an exemption from these requirements of this section. Upon receipt of such a petition, the Bank may exempt the Borrower from the requirements of this section if it is found that the inability of the Borrower to comply with the requirements of this section is due to circumstances beyond the control of the Borrower.

The Borrower will be solely responsible for any liability in the event of non-compliance with applicable regulations and will reimburse the Bank for any loss incurred in connection therewith.

9.07 NO OBLIGATION TO THIRDPARTIES.

Except to the extent set forth herein, neither the Bank nor the Borrower shall be obligated or liable hereunder to any person or entity not a party to this Agreement.

9.08 WHEN RIGHTS AND REMEDIES NOT WAIVED.

In no event shall the making by the Bank of any Disbursement to the Borrower constitute or be construed as a waiver by the Bank of any breach of covenant or any default which may then exist, on the part of the Borrower, and the making of such Disbursement by the Bank while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Bank with respect to such breach or default.

9.09 BONUS OR COMMISSION.

By execution of the Agreement the Borrower represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the Loan established hereunder.

9.10 INDEMNITY.

To the extent allowed by law, the Borrower shall indemnify, defend, and hold harmless the Bank and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Borrower, its agents, employees, contractors and/or subcontractors during the performance of the Agreement, except that neither the Borrower, its agents, employees, contractors and/or subcontractors will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Bank, or any of its officers, agents, or employees, during the performance of the Agreement.

If the Bank receives notice of claim for damages that may have been caused by the Borrower in the performance of services required under this Agreement, the Bank will immediately forward the claim to the Borrower. The Bank's failure to promptly notify the Borrower of a claim will not act as a waiver or any right herein.

9.11 PLANS AND SPECIFICATIONS.

In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of a facility, the Borrower shall design and construct the equipment and/or facility in accordance with the standards applicable to the Borrower. Failure to follow the plans and specifications shall be sufficient cause for delays in the distribution of disbursements by the Bank.

9.12 PROJECT COMPLETION, BORROWER CERTIFICATION.

Upon completion of the Project, the Borrower will certify in writing that the Project (or expending of the Loan) was completed in accordance with applicable plans and specifications and that the Project is accepted by the Borrower as suitable for the intended purpose.

9.13 ENTIRE AGREEMENT.

The Financing application executed by the Borrower, all exhibits, attachments and schedules attached to the Financing Application, and this Agreement ("the Agreement Documents") sets forth the entire agreement between the parties and incorporate and supersede all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and therein, and the parties hereto agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the Agreement Documents. Accordingly, it is agreed that no deviation from the terms of the Agreement Documents shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained in the Agreement Documents shall be effective unless contained in a written document executed by the parties hereto.

It is further agreed that the Bank will have no obligation to honor any request for disbursement made by the Borrower or otherwise make any disbursement under this agreement in the event that the Bank has notified the Borrower that an event of default has occurred under this or any other agreement between the Borrower and the Bank, or if the Bank, in its sole discretion, determines that events have occurred which substantially diminish the likelihood that the Borrower will timely and fully honor its obligations under this agreement or any other agreement between the Bank and the Borrower. Any waiver of this provision by disbursement following an event of default by the Borrower under the terms of this agreement, or any other agreement between the Borrower and the Bank, will not constitute a continuing waiver of this provision and the Bank may refuse to make further disbursements without any liability to the Borrower whatsoever.

In the event of conflict between the terms and conditions of the Agreement Documents:

- (i) the terms and conditions contained in the body of this Agreement prevail over conflicting terms and conditions contained in any exhibits, schedules and attachments attached to this Agreement;
- (ii) the terms and conditions contained in the body of the Financing Application prevail over any conflicting terms and conditions contained in any exhibits, schedules and attachments attached to the Financing Application; and (iii) the terms and conditions of the Agreement, including all exhibits, schedules and attachments hereto, prevail over conflicting terms and conditions contained in the Financing Application and any exhibits, schedules and attachments thereto.

9.14 NOTICES.

Any notice, demand, request or other instrument which is required to be given under this Agreement in writing shall be delivered to the following addresses and/or via email:

If to the Bank: Nevada State Infrastructure Bank
101 North Carson Street
Carson City, Nevada 89701
ejimenez@nevadatreasurer.gov

If to Borrower: Truckee Meadows Fire Protection District
3663 Baron Way
Reno, NV 89511
info@tmfpd.us

DRAFT

ARTICLE X - EXECUTION OF AGREEMENT

This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank has caused this Agreement to be executed on its behalf by its Secretary and the Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be the Agreement Date.

NEVADA STATE INFRASTRUCTURE BANK

Treasurer Zach Conine
Chair of the Board of Directors

Legal

Borrower: _____
Chief Charles Moore
Truckee Meadows Fire Protection District

Exhibit A

Loan Draw-Down/Disbursement Schedule

Total Loan Amount: \$5,252,000

Total Bank Commitment: \$5,252,000

Fiscal Year	Anticipated Disbursement	Remaining
2025	\$5,252,000	\$0

DRAFT

Truckee Meadows Fire Protection District, Nevada
Capital Improvement Bonds, Series 2024
Debt Service Schedule

Date	Principal	Rate	Interest	Semi-Annual Debt Service	Annual Debt Service
12/03/2024		3.110%			
06/01/2025	\$73,000		\$80,761.17	\$153,761.17	\$153,761.17
12/01/2025	73,000		80,533.45	153,533.45	
06/01/2026	75,000		79,398.30	154,398.30	307,931.75
12/01/2026	76,000		78,232.05	154,232.05	
06/01/2027	77,000		77,050.25	154,050.25	308,282.30
12/01/2027	78,000		75,852.90	153,852.90	
06/01/2028	79,000		74,640.00	153,640.00	307,492.90
12/01/2028	81,000		73,411.55	154,411.55	
06/01/2029	82,000		72,152.00	154,152.00	308,563.55
12/01/2029	83,000		70,876.90	153,876.90	
06/01/2030	84,000		69,586.25	153,586.25	307,463.15
12/01/2030	86,000		68,280.05	154,280.05	
06/01/2031	87,000		66,942.75	153,942.75	308,222.80
12/01/2031	88,000		65,589.90	153,589.90	
06/01/2032	90,000		64,221.50	154,221.50	307,811.40
12/01/2032	91,000		62,822.00	153,822.00	
06/01/2033	93,000		61,406.95	154,406.95	308,228.95
12/01/2033	94,000		59,960.80	153,960.80	
06/01/2034	95,000		58,499.10	153,499.10	307,459.90
12/01/2034	97,000		57,021.85	154,021.85	
06/01/2035	98,000		55,513.50	153,513.50	307,535.35
12/01/2035	100,000		53,989.60	153,989.60	
06/01/2036	101,000		52,434.60	153,434.60	307,424.20
12/01/2036	103,000		50,864.05	153,864.05	
06/01/2037	105,000		49,262.40	154,262.40	308,126.45
12/01/2037	106,000		47,629.65	153,629.65	
06/01/2038	108,000		45,981.35	153,981.35	307,611.00
12/01/2038	110,000		44,301.95	154,301.95	
06/01/2039	111,000		42,591.45	153,591.45	307,893.40
12/01/2039	113,000		40,865.40	153,865.40	
06/01/2040	115,000		39,108.25	154,108.25	307,973.65
12/01/2040	117,000		37,320.00	154,320.00	
06/01/2041	118,000		35,500.65	153,500.65	307,820.65
12/01/2041	120,000		33,665.75	153,665.75	
06/01/2042	122,000		31,799.75	153,799.75	307,465.50
12/01/2042	124,000		29,902.65	153,902.65	
06/01/2043	126,000		27,974.45	153,974.45	307,877.10
12/01/2043	128,000		26,015.15	154,015.15	
06/01/2044	130,000		24,024.75	154,024.75	308,039.90
12/01/2044	132,000		22,003.25	154,003.25	
06/01/2045	134,000		19,950.65	153,950.65	307,953.90
12/01/2045	136,000		17,866.95	153,866.95	
06/01/2046	138,000		15,752.15	153,752.15	307,619.10
12/01/2046	140,000		13,606.25	153,606.25	
06/01/2047	142,000		11,429.25	153,429.25	307,035.50
12/01/2047	145,000		9,221.15	154,221.15	
06/01/2048	147,000		6,966.40	153,966.40	308,187.55
12/01/2048	149,000		4,680.55	153,680.55	
06/01/2049	152,000		2,363.60	154,363.60	308,044.15
	-----		-----	-----	-----
	\$5,252,000		\$2,289,825.27	\$7,541,825.27	\$7,541,825.27

EXHIBIT C

Summary Project Specifications

This loan from the Nevada State Infrastructure Bank (“Lender”) to the Truckee Meadows Fire Protection District (“Borrower”) is to support the construction of the Hidden Valley Fire Station Apparatus Bay. The Borrower will utilize financing from the Lender for improvements to the existing Hidden Valley Fire Station, including replacement apparatus bays, tool and equipment maintenance, equipment and gear storage, and office space at the Project site.

This Project will replace the existing apparatus bay with a larger bay that will accommodate modern fire engines. The existing apparatus bay, formerly used by a volunteer 501 (c)3, is too small to accommodate all the fire engines in the Borrower’s fleet. The building constructed through this Project will also add offices, a public entry, and support spaces to store and repair ancillary firefighting equipment.

The total Project site is 4,235 square feet consisting of 2,548 square feet of apparatus bays and 1,687 square feet of offices, equipment maintenance, and storage facilities. The first phase of this Project was completed by the Borrower in 2022, which involved the construction of crew quarters at the Project site for \$1,190,162.

A term sheet outlining the various elements of this loan, is included below:

State Infrastructure Bank / Hidden Valley Fire Station Apparatus Bay Proposed Loan Terms

Lender	Nevada State Infrastructure Bank
Borrower	Truckee Meadows Fire Protection District
Loan Amount	Maximum of \$5,252,000
Loan Purpose	Loan proceeds will be used by the Borrower to construct improvements to the Hidden Valley Fire Station Apparatus Bay.
Maturity	25 years
Security	Borrower has approved a pledge from consolidated tax revenues over 25 years to securitize this loan.
Interest Rate	Fixed rate of 3.11% per annum.
Disbursement	One \$5,252,000 disbursement upon loan closing, subject to the Lender’s receipt of the \$52,520 loan origination fee.
Additional Sources of Funding	Borrower has already provided \$1,190,162 in capital to construct the first phase of this project.
Terms of Repayment	Borrower shall make semi-annual payments consisting of principal and accrued interest not to exceed \$309,000 each year. Payments will be due on June 1 st and December 1 st of each year, commencing June 1, 2025, until maturity of the loan on June 1, 2049.
SIB Loan Origination Fee	Borrower will pay 1% of the total loan amount, equaling \$52,520 as a loan origination fee. This amount will be due within 30 days of loan closing.
Reporting	Borrower will submit quarterly reports to Lender. Reports will include construction updates and timelines, anticipated job and economic impacts, anticipated climate impacts, and other project goals agreed upon by the Borrower and Lender.
Prevailing Wage, Local Hire, and Apprenticeship Utilization	Borrower will adhere to the Lender’s established policies of local hiring, apprenticeship utilization, and the payment of prevailing wages.

EXHIBIT D

Revenue Pledge

TMFPD TO UPDATE THIS EXHIBIT WITH BOARD APPROVED DOCUMENT

DRAFT