

RESOLUTION NO. 24-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, AUTHORIZING THE ISSUANCE OF AN EMERGENCY LINE OF CREDIT REVOLVING NOTE OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE THE DISASTER RECOVERY EFFORTS RELATED TO HURRICANES AND OTHER NATURAL DISASTERS; PROVIDING THAT THE NOTE SHALL BE PAYABLE FROM PLEDGED REVENUES AND OTHER NON-AD VALOREM REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR AND CITY MANAGER THE SALE OF THE NOTE TO THE BANK PURSUANT TO THE TERMS AND CONDITIONS OF A LINE OF CREDIT AGREEMENT WITH THE BANK; APPROVING THE EXECUTION AND DELIVERY OF SAID LINE OF CREDIT AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Cooper City, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer desires to have a line of credit for the availability of funds for disaster relief operations and debris removal related to hurricanes and other natural disasters; and

WHEREAS, the Issuer has determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance for the Issuer the costs and expenses associated with (i) disaster recovery efforts related to hurricane damage and other natural disasters (the "Project"), and (ii) paying the transaction costs associated with the Note (as defined below); and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$10,000,000 Emergency Line of Credit Revolving Note (the "Note"), secured by a Line of Credit Agreement between the Issuer and TD Bank, N.A. (the "Line of Credit Agreement") in substantially the form attached hereto as Exhibit B, to finance the Project; and

WHEREAS, debt service on the Note will be secured by Pledged Revenues, as defined in the Line of Credit Agreement; and

WHEREAS, the Pledged Revenues, as such term is defined in the Line of Credit Agreement, shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Note, as the same becomes due, and to make all deposits or payments required by this Resolution and the Line of Credit Agreement; and

WHEREAS, Legally Available Non-Ad Valorem Revenues will be budgeted and appropriated, if the Pledged Revenues are insufficient to make the principal of and interest and prepayment premium, if any, on the Note; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes to pay debt service on the Note or to make any other payments under this Resolution or the Line of Credit Agreement. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer. The Pledged Revenues are being pledged for the repayment of the Note; and

WHEREAS, the Issuer has received a term sheet from TD Bank, N.A. (the "Bank") dated November 13, 2024, a copy of which is attached hereto as Exhibit A (the "Term Sheet"); and

WHEREAS, the Issuer's professional staff recommends negotiating and entering into a Line of Credit Agreement with the Bank to ensure that the Issuer has available emergency funding in the event of a disaster; and

WHEREAS, pursuant to Section 2-258(i) of the Issuer's Code of Ordinances, the City Manager finds that the negotiation and execution of the Line of Credit Agreement is in the best interest of the Issuer; and

WHEREAS, it is hereby found, determined and declared that a negotiated sale of the Note to the Bank, is in the best interest of the Issuer because a loan and consequent impact of duration of maturity of the Note will save the Issuer considerable time and expense as compared to selling the Note in a public sale; and

WHEREAS, the Bank will provide to the Issuer, prior to the sale of the Note, a disclosure statement regarding the Note containing the information required by Section 218.385(6), Florida Statutes, in substantially the form attached hereto as Exhibit C.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable

provisions of law.

SECTION 3. AUTHORIZATION OF THE NOTE. Subject and pursuant to the provisions of this Resolution, obligations of the Issuer to be known as “City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024” in the principal amount of not to exceed \$10,000,000, for the purposes of (i) financing the Project, and (iii) paying the transaction costs associated with the Note.

SECTION 4. AUTHORIZATION OF THE PROJECT. The financing of the Project is hereby approved.

SECTION 5. SALE OF THE NOTE. Because of the characteristics of the Note, prevailing market conditions, the ability of the Issuer to access direct purchase with the Bank and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Bank to purchase the Note at a private negotiated sale pursuant to the terms of the Term Sheet. Prior to the issuance of the Note, the Issuer shall receive from the Bank a Bank's Certificate, the form of which is attached hereto as Exhibit C and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit D.

SECTION 6. DESCRIPTION OF NOTE. The amount of the Note shall not exceed \$10,000,000 in aggregate principal amount at any time. The Note shall be made as a tax-exempt borrowing, which shall include costs of issuance incurred by the Issuer and shall bear interest and shall be repayable according to the terms and conditions set forth in the Line of Credit Agreement with such changes, insertions and omissions as may be approved by the Mayor and the City Manager.

The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a “bond” within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Pledged Revenues and Legally Available Non-Ad Valorem Revenues in accordance with the terms of this Resolution and the Line of Credit Agreement. No holder of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues and Legally Available Non-Ad Valorem Revenues as described in the Line of Credit Agreement.

SECTION 7. APPROVAL OF LINE OF CREDIT AGREEMENT. The Mayor and City Manager, as attested by the City Clerk and approved as to form and correctness by the City Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver a Line of Credit Agreement to evidence the Note, to be entered into by and between the Issuer and the Bank in substantially the form attached hereto as Exhibit B with such

changes, insertions and omissions as may be approved by the Mayor and the City Manager, the execution thereof being conclusive evidence of such approval.

SECTION 8. OTHER INSTRUMENTS. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, the City Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Line of Credit Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note, this Resolution and the Line of Credit Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Bank to effectuate the sale of the Note. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

SECTION 9. EFFECTIVE DATE. This Resolution shall be effective upon its passage and adoption by the City Commission.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this _____ day of December, 2024.

By: _____
James Curran
Mayor

ATTEST:

By: _____
Tedra Allen
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Jacob Horowitz
City Attorney

ROLL CALL

Mayor Curran	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____
Commissioner Smith	_____

EXHIBIT A
TERM SHEET

EXHIBIT B

FORM OF LINE OF CREDIT AGREEMENT

EXHIBIT C

FORM OF BANK'S CERTIFICATE

This is to certify that TD Bank, N.A. (the "Bank") has not required the City of Cooper City, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the not to exceed \$10,000,000 City of Cooper City, Florida Emergency Line of Credit Revolving Note, Series 2024 (the "Note"), and no inference should be drawn that the Bank, in the acceptance of said Note is relying on Bryant Miller Olive P.A. ("Note Counsel") or Goren, Cheroff, Doody, & Ezrol, P.A. ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Note Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Line of Credit Agreement, dated as of December __, 2024, by and between the Issuer and the Bank (the "Line of Credit Agreement").

We are aware that purchase of the Note involves various risks, that the Note is secured solely from the revenues pledged, as described in the Line of Credit Agreement (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Note and can bear the economic risk of our purchase of the Note.

We acknowledge that the Line of Credit Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Note Counsel nor the Issuer's Counsel shall have any obligation to effect any such registration or qualification.

The Note has been purchased for the account of the Bank as evidence of a loan only and not with a present view to the distribution, transfer or resale thereof. The Bank currently intends to hold and book the Note as a loan in its loan portfolio; the Bank acknowledges that the use of the word "Note" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Bank hereby covenants that if the Bank subsequently decides to distribute or resell the Note, it shall comply with the transfer restrictions in the Line of Credit Agreement.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this ____ day of _____, 2024.

TD BANK, N.A.

By: _____

Name: Lance Aylsworth

Title: Vice President/Senior Relationship Manager

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, as Bank, has negotiated with the City of Cooper City, Florida (the "Issuer") for the private purchase of its Emergency Line of Credit Revolving Note, Series 2024 (the "Note") in the principal amount of not to exceed \$10,000,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Bank Counsel Fees – \$_____

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Note to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.00.

4. The management fee to be charged by the Bank is \$0.00.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance for the Issuer the costs and expenses associated with disaster recovery efforts as a result of a hurricane or other natural disaster (collectively, the "Project") and paying costs of issuing the Note.

Unless earlier redeemed, the Note is expected to be repaid by December __, 2027. Because the Note is a revolving credit facility with a variable rate of interest it is impossible to determine the total amount of interest to be paid over the life of the Note.

The Note will be payable solely from the revenues pledged, as provided in the Line of Credit Agreement (“Pledged Revenues”) and Legally Available Non-Ad Valorem Revenues (as defined in the hereinafter described Line of Credit Agreement), dated as of December __, 2024, between the Issuer and the undersigned (the “Line of Credit Agreement”). Because the Note is a revolving credit facility with a variable rate of interest it is impossible to determine the amount of revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Note.

6. The name and address of the Bank is as follows:

TD Bank, N.A.
255 Alhambra Circle
Coral Gables, Florida 33134

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this _____ day of _____, 2024.

TD BANK, N.A.

By: _____

Name: Lance Aylsworth

Title: Vice President/Senior Relationship Manager