

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, WITH ATTACHMENTS, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$15,000,000, IN THE FORM OF A TAXABLE NON-REVOLVING LINE OF CREDIT FROM BANKUNITED, N.A. (THE “LENDER”) FOR THE PURPOSE OF PROVIDING LIQUIDITY FINANCING IN RESPONSE TO DISASTER AND EMERGENCY OCCURRENCES ONLY, AS FURTHER DETAILED IN THE PROJECT DESCRIBED HEREIN; MAKING FINDINGS AND DETERMINATIONS AS TO SAID NON-REVOLVING CREDIT NOTE; ACCEPTING THE LENDER’S PROPOSAL TO MAKE A LOAN TO THE TOWN AND PURCHASE THE NON-REVOLVING CREDIT NOTE; PROVIDING FOR THE METHOD OF EXECUTION OF THE NON-REVOLVING CREDIT NOTE; AUTHORIZING THE USE OF THE PROCEEDS OF SUCH NON-REVOLVING CREDIT NOTE; APPROVING THE FORM OF A LINE OF CREDIT AGREEMENT WITH THE LENDER IN CONNECTION WITH THE NON-REVOLVING CREDIT NOTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LINE OF CREDIT AGREEMENT AND NON-REVOLVING CREDIT NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council (the “Town Council”) of the Town of Miami Lakes, Florida (the “Town”) desires to obtain liquidity financing (the “Loan”) for the purpose of enabling the Town to better respond to an emergency event such as, but not limited to, hurricanes or other natural, biological, or man-made disasters that would require the payment of clean-up, collection and disposal of solid waste or other permitted costs, to assure public safety and provide cash flow relief to the Town’s General Fund (the “Project”); and

WHEREAS, the Town solicited proposals from various financial institutions through the distribution of its Request for Proposal – Line of Credit No. 2020-12, dated January 3, 2020 (the “RFP”), for a taxable non-revolving line of credit (the “Line of Credit”), in an amount not to exceed \$15,000,000, to provide liquidity financing for the Project; and

WHEREAS, BankUnited, N.A. (the “Lender”), responded to the RFP with a proposal dated January 31, 2020, as amended (the “Proposal”) attached hereto as Exhibit “A” and for all purposes made a part hereof, and is willing to provide a Line of Credit to the Town for the purpose of providing liquidity financing for the Project, upon the terms and conditions set forth in the Proposal; and

WHEREAS, the evaluation committee established by the Town to review the responses to the RFP has met and has reviewed the Proposal and recommended that the Town Council accept the Lender's Proposal; and

WHEREAS, the Town believes it is in the best interest of the Town and its residents to (i) accept the Proposal, (ii) enter into a Line of Credit Agreement between the Town and the Lender (the "Line of Credit Agreement"), substantially in the form attached hereto as Exhibit "B," setting forth the terms and conditions pursuant to which the Lender will provide the Loan (in the form of a taxable, non-revolving Line of Credit) to the Town, (iii) issue the Non-Revolving Credit Note to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Line of Credit Agreement and the Non-Revolving Credit Note.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Part II, Florida Statutes, as amended, Sections 1.1, 4.3 and 4.11 of the Charter of the Town, the Authorizing Ordinance (as defined herein), and other applicable provisions of law.

SECTION 3. FINDINGS. The Town hereby finds and determines that:

(a) it is in the best interests of the Town and its residents to obtain liquidity financing for the Project;

(b) it is in the best interests of the Town and its residents to accept the Proposal, to award the Non-Revolving Credit Note pursuant to the Proposal, and to enter into the Line of Credit Agreement and issue the Non-Revolving Credit Note to the Lender;

(c) it is hereby determined by the Town Council that a negotiated award of the Loan is necessary and is in the best interests of the Town and its residents for the reasons set forth in Section 4(B) of the Authorizing Ordinance;

(d) the obligation of the Town to repay the Non-Revolving Credit Note in accordance with its terms and to make the payments required under the Line of Credit Agreement is hereby declared to be and shall be a special, limited obligation of the Town, secured solely by the obligation of the Town under its covenant to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues to pay the principal of and interest on the Non-Revolving Credit Note and such other amounts as may be due and payable under the Line of Credit Agreement, in each Fiscal Year, and to deposit such amounts to the credit of the Sinking Fund created under the Line of Credit Agreement (the "Sinking Fund"). The obligation of the Town to repay the Non-Revolving Credit Note in accordance with its terms and to make any other payments, if any, required under the Non-Revolving Credit Note and Line of Credit Agreement shall not be or constitute a

general obligation or indebtedness of the Town and neither the Non-Revolving Credit Note nor the Line of Credit Agreement shall be or constitute a “bond” within the meaning of Article VII, Section 12, Florida Constitution. Neither the Lender nor any successor owner of the Non-Revolving Credit Note shall be entitled to compel the payment of the principal of or interest on the Non-Revolving Credit Note or the making of any other payments required under the Non-Revolving Credit Note or the Line of Credit Agreement from any moneys of the Town other than the Pledged Funds (as defined herein); and

(e) this resolution constitutes a “Supplemental Note Resolution” for purposes of Section 5(B) of the Authorizing Ordinance.

SECTION 4. DEFINITIONS. In addition to capitalized terms defined in the recitals hereto or elsewhere in this resolution, the following terms shall have the meanings ascribed to them in this Section, and any capitalized words or terms used herein that are not normally capitalized and that are not defined herein shall have the meanings ascribed thereto in the Authorizing Ordinance, unless the context or use clearly indicates otherwise:

“Authorizing Ordinance” means the ordinance enacted by the Town Council on the date hereof, authorizing, among other things, the issuance of the Non-Revolving Credit Note in the principal amount of not exceeding \$15,000,000.

“Authorized Officers” shall mean the Mayor, the Vice Mayor, the Town Manager, the Director of Finance or any officer or employee or employees of the Town expressly authorized by name or position to perform specific acts or duties under the Line of Credit Agreement by resolution duly adopted by the Town Council.

“Bond Counsel” means Greenberg, Traurig, P.A., or any other law firm selected by the Town that is nationally recognized in the area of municipal finance.

“Director of Finance” means the duly appointed Chief Financial Officer of the Town or in such person’s absence or inability to act, such other person who is designated to act as Chief Financial Officer.

“Financial Advisor” means Estrada Hinojosa & Company, Inc., or any other firm selected by the Town that is nationally recognized for providing financial advisory services in the area of municipal finance.

“Mayor” means the duly elected Mayor of the Town or in such person’s absence or inability to act, the Vice Mayor of the Town.

“Pledged Funds” has the meaning set forth in Section 6(b) hereof.

“Town Attorney” means Gastesi, Lopez & Mestre, PLLC, or any other attorney or law firm selected by the Town with a favorable reputation in matters pertaining to state and local government law.

“Town Clerk” means the duly appointed Clerk of the Town or in such person’s absence or inability to act any duly appointed Deputy Town Clerk of the Town.

“Town Manager” means the individual who serves as the chief administrative officer of the Town, or in such person’s absence or inability to act, any duly appointed Deputy or Assistant Town Manager of the Town.

“Vice Mayor” means the duly elected by his or her peers, Vice Mayor of the Town.

SECTION 5. ACCEPTANCE OF PROPOSAL; AUTHORIZATION OF LOAN AND ISSUANCE OF NON-REVOLVING CREDIT NOTE. The Town Council hereby accepts the Proposal of the Lender, attached hereto as Exhibit “A,” to provide the Line of Credit in a principal amount not to exceed Fifteen Million Dollars (\$15,000,000). The proceeds from any draw under the Line of Credit shall be used solely for the purpose of providing funds to provide liquidity financing for the Project. No amounts shall be borrowed under the Line of Credit Agreement without a subsequent resolution being adopted by the Town Council approving the amount to be drawn under the Line of Credit and the submission to the Lender of a duly completed Notice of Advance (as defined in the Line of Credit Agreement) executed by two Authorized Officers. Each Notice of Advance shall contain a brief description of the nature of the Project costs to be paid with the proceeds of the advance being requested.

The Town hereby authorizes the issuance of a taxable non-revolving promissory note (the “Non-Revolving Credit Note”), to be issued under and pursuant to the Authorizing Ordinance, this resolution and the Line of Credit Agreement, in a maximum aggregate principal amount not exceeding \$15,000,000.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE NON-REVOLVING CREDIT NOTE.

(a) The Non-Revolving Credit Note is issuable only in fully registered form and shall be substantially in the form set forth as Exhibit B to the Line of Credit Agreement, with such appropriate variations, omissions and insertions as may be required therein and approved by the Town Manager, with the Mayor’s execution of the Non-Revolving Credit Note being conclusive evidence of his approval and the Town Council’s approval of such variations, omissions and insertions. The Non-Revolving Credit Note shall be issued as one note, shall be dated its date of issuance, shall bear interest at a fixed rate from the date of the first Advance as set forth in the Line of Credit Agreement and Non-Revolving Credit Note (which fixed rate may be adjusted to another fixed rate as of the start of the Term Period (as defined in the Line of Credit Agreement) as provided in the Line of Credit Agreement), shall mature, shall be subject to prepayment and be subject to amortization requirements, all as provided in the Proposal and as more specifically set forth in the Line of Credit Agreement. The Non-Revolving Credit Note shall be secured by and payable from the Pledged Funds (as defined herein), in the manner and to the extent provided in the Line of Credit Agreement.

(b) In the manner and to the extent provided in the Line of Credit Agreement, the Town hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit to the credit of the Sinking Fund established under the Line of Credit Agreement, Non-Ad Valorem Revenues of the Town in an amount which is equal to the principal and interest due on the Non-Revolving Credit Note for the

applicable Fiscal Year, plus an amount sufficient to satisfy any other payment obligations, if any, of the Town under the Line of Credit Agreement (such Non-Ad Valorem Revenues actually deposited in the Sinking Fund and any investment earnings in the Sinking Fund are collectively referred to herein as the “Pledged Funds”), all in accordance with Section 5.03 of the Line of Credit Agreement, the terms and provisions of which are incorporated by reference into the body of this resolution as if set forth herein.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE NON-REVOLVING CREDIT NOTE. The Mayor is hereby authorized and directed to cause the Non-Revolving Credit Note to be signed with his manual or facsimile signature and the Town Clerk is hereby authorized and directed to attest to the execution of the Non-Revolving Credit Note by the Mayor with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the Town or a facsimile thereof to be affixed or imprinted on the Non-Revolving Credit Note, and the Non-Revolving Credit Note shall thereupon be delivered to the Lender.

SECTION 8. APPROVAL OF THE FORM AND AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LINE OF CREDIT AGREEMENT. The Line of Credit Agreement is hereby approved substantially in the form set forth as Exhibit “B” hereto, with such variations, omissions and insertions as may be approved by the Town Manager, with the Mayor’s execution of the Line of Credit Agreement being conclusive evidence of his approval and the Town Council’s approval of such variations, omissions and insertions from the form thereof set forth as Exhibit “B” hereto. The Mayor is hereby authorized to execute and deliver the Line of Credit Agreement and the Town Clerk is hereby authorized and directed to attest to the execution of the Line of Credit Agreement by the Mayor and affix or imprint the seal of the Town thereon.

SECTION 9. GENERAL AUTHORITY. The members of the Town Council, the Town Manager, the Town Clerk, the Director of Finance, the Town Attorney and the officers, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by the Authorizing Ordinance, this resolution, the Line of Credit Agreement or the Non-Revolving Credit Note, or desirable or consistent with the requirements of the Authorizing Ordinance, this resolution, the Line of Credit Agreement or the Non-Revolving Credit Note, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the Town Council, the Town Manager, the Town Clerk, the Director of Finance and the Town Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the Town Manager is authorized or directed to make a determination or otherwise take action under this resolution, the Mayor and the Town Manager are authorized to make such determination or take such action after such consultation, if any, as the Mayor or the Town Manager deems appropriate with the Director of Finance, the Financial Advisor, the Town Attorney or Bond Counsel.

SECTION 10. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect.

SECTION 11. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held by a court of competent jurisdiction to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

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SECTION 12. EFFECTIVE DATE. This resolution shall take effect immediately upon its execution.

The foregoing resolution was offered by Councilmember _____, who moved its adoption. The motion was seconded by Councilmember _____, and upon being put to a vote the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Carlos O. Alvarez	_____
Councilmember Luis Collazo	_____
Councilmember Josh Dieguez	_____
Councilmember Jeffrey Rodriguez	_____
Councilmember Marilyn Ruano	_____

ADOPTED this 9th day of March, 2020.

MANNY CID
MAYOR

ATTEST:

GINA M. INGUANZO
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR USE ONLY BY THE TOWN OF MIAMI LAKES:

RAUL GASTESI, JR.
GASTESI, LOPEZ & MESTRE, PLLC
TOWN ATTORNEY

GREENBERG TRAUERIG, P.A.
BOND COUNSEL

EXHIBIT "A"
BANKUNITED PROPOSAL

EXHIBIT "B"
LINE OF CREDIT AGREEMENT

ACTIVE 48738053v3