

CITY OF ALAMEDA RESOLUTION NO. \_\_\_\_\_

AUTHORIZING THE CITY MANAGER TO EXECUTE A LOAN AGREEMENT WITH JP MORGAN CHASE BANK N.A. TO REFUND PRIOR OBLIGATIONS TO REFUND PRIOR OBLIGATIONS RELATED TO ALAMEDA POINT IN AN AMOUNT NOT-TO-EXCEED \$7,200,000 AND AUTHORIZING CITY OFFICERS (AS IDENTIFIED HEREIN) TO EXECUTE THE LOAN AGREEMENT AND RELATED DOCUMENTS TO TAKE ANY OTHER NECESSARY ACTION TO EFFECTUATE THE LOAN

WHEREAS, to finance a portion of the costs of the acquisition, construction, installation and equipping of various public capital improvements to Alameda Point, the Alameda Public Financing Authority (the "Authority") previously issued its \$9,080,000 Alameda Public Financing Authority Variable Rate Demand Revenue Bonds, 2003 Series A (Alameda Point Improvement Project) (the "Series A Bonds"), and its \$4,360,000 Alameda Public Financing Authority Taxable Variable Rate Demand Revenue Bonds, 2003 Series B (Alameda Point Improvement Project) (the "Series B Bonds" and, with the Series A Bonds, the "Prior Bonds"); and

WHEREAS, to secure repayment of the Prior Bonds, the Authority pledged certain revenues, substantially derived from rentals paid to the Alameda Reuse and Redevelopment Authority ("ARRA") for certain land, buildings, fixtures and equipment at Alameda Point leased by ARRA to certain subtenants which rentals were assigned by ARRA to the Authority, and which revenues were calculated to be sufficient to enable the Authority to pay the principal of and interest on the Prior Bonds; and

WHEREAS, the obligations of ARRA have been assumed by the City; and

WHEREAS, the Prior Bonds were issued by the Authority pursuant to that certain Indenture of Trust, dated as of December 1, 2003 (as amended and supplemented, the "Indenture"), by and between the Authority and Union Bank of California, N.A., since succeeded by U.S. Bank National Association; and

WHEREAS, payments of the purchase price, the principal of and interest on the Prior Bonds are currently supported by an irrevocable direct-pay letter of credit (the "Letter of Credit") issued by Wells Fargo Bank, National Association (the "LOC Provider") with an expiration date of October 18, 2024 (the "Expiration Date"), and the LOC Provider has notified the City that it will not renew the Letter of Credit; and

WHEREAS, the City desires to refund, in full, the Prior Bonds into a new fixed-rate obligation prior to the Expiration Date pursuant to a Loan Agreement (the "Loan Agreement") with JPMorgan Chase Bank, N.A. or one of its affiliates; and

WHEREAS, the City is authorized to enter into the Loan Agreement and to borrow amounts thereunder for the foregoing purposes under the laws of the State of California,

including the provisions of Articles 10 and 11 of Chapter 3, Part 1, Division 2 of Title 5 of the California Government Code, commencing with Section 53570; and

WHEREAS, in accordance with Government Code Section 5852.1, the following information has been obtained and disclosed in the staff report accompanying this Resolution: (i) the estimated true interest cost of the Loan Agreement, (ii) the estimated finance charge of the Loan Agreement, (iii) the estimated proceeds of the Loan Agreement expected to be received by the City, net of finance charges, and (iv) the estimated total payment amount of the Loan Agreement; and

WHEREAS, in accordance with Government Code Section 5852.1, the following information has been obtained and disclosed in the staff report accompanying this Resolution shown below: (i) the estimated true interest cost of the Loan Agreement, (ii) the estimated finance charge of the Loan Agreement, (iii) the estimated proceeds of the Loan Agreement expected to be received by the City, net of finance charges, and (iv) the estimated total payment amount of the Loan Agreement:

- (i) the estimated true interest cost of the Loan Agreement, 4.52%
- (ii) the estimated finance charge of the Loan Agreement, \$125,000
- (iii) the estimated proceeds of the Loan Agreement expected to be received by the City, net of finance charges, and \$6,900,000
- (iv) the estimated total payment amount of the Loan Agreement; \$8,486,905; and

WHEREAS, the City Council wishes at this time to authorize entrance into the Loan Agreement to refund, in full, the Prior Bonds, and desires to approve all of said transactions in furtherance of the public purposes of the City.

NOW, THEREFORE, BE RESOLVED, as follows:

Section 1. The City Council hereby approves the Loan Agreement in substantially the same form presented to the City Council; provided, the maximum principal amount shall not exceed \$7,200,000 and the maximum interest rate shall not exceed 5.03% (provided that no Event of Default has occurred). It is understood there may be two components to the interest rate, one to refund the federally tax-exempt Series A Bonds and the other to refund the federally taxable Series B Bonds. Subject to the foregoing, the City Manager and the Director of Finance (each, an "Authorized Officer") are each hereby, individually, authorized and directed to execute and deliver the Loan Agreement in substantially the form on file with the City Clerk, with such changes and additions as may be approved by the Authorized Officer executing the same, the execution thereof to be conclusive evidence of such approval;

Section 2. In connection with the execution and delivery of the Loan Agreement, Hilltop Securities Inc. is hereby appointed as placement agent to the City and Jones Hall, A Professional Law Corporation is hereby appointed special legal counsel to the City. Payment of the fees and expenses of such firms and any other related costs of the Loan Agreement shall be payable from the proceeds of the Loan Agreement or other legally

available funds, as determined by an Authorized Officer in conjunction with the City Attorney.

Section 3. The Authorized Officers, the City Attorney, the City Clerk and all other officers of the City are each authorized and directed on behalf of the City to make any and all leases, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance or termination, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate entrance into the Loan Agreement and refunding of the Prior Bonds. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on behalf of the officer in the case such officer is absent or unavailable.

Section 4. The City Council hereby approves that all acts, transactions or agreements undertaken, prior to the adoption of this resolution by any of the officers of the City, or their designees, in its name and for its account in connection with the foregoing matters, are hereby ratified, confirmed and adopted by City Council.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

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I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 17<sup>th</sup> day of September 2024, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set by hand and affixed the official seal of said City this 18<sup>th</sup> day of September 2024.

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Lara Weisiger, City Clerk  
City of Alameda

Approved as to Form:

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Yibin Shen, City Attorney  
City of Alameda