



TD Bank, N.A.  
2307 West Kennedy Boulevard  
Tampa, FL 33609  
Tel: 813-250-3069  
Fax: 813-258-5622  
Robert.Catloe@td.com

November 18, 2021

Ms. Marcia Fennell  
Finance Director  
City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, FL 33162

RE: City of North Miami Beach, Non-Bank Qualified General Obligation Note, Series 2022 ("Series 2022 Note" or the "Note")

Dear Ms. Marcia Fennell

In response to the Request for Bank Loan Proposals, TD Bank, N.A. (the "Bank") is pleased to submit the following proposal to the City of North Miami Beach, Florida ("City") for a Non-Bank Qualified General Obligation Note, Series 2022 ("Series 2022 Note" or the "Note").

The structure of the proposed Credit Accommodation is outlined in the attached term sheet (Exhibit A) which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that TD Bank, N.A. has not approved the Credit Accommodation. The Bank shall not be liable to the City or any other person for any losses, damages or consequential damages which may result from the City's reliance upon this proposal letter, the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.


The Bank's Loan Proposal is subject to acceptance by the City prior to 3:00 pm eastern standard time on December 21, 2021 and is contingent upon a Loan Closing with mutually acceptable documents between the City and Bank prior to 3:00 pm eastern standard time on January 4, 2022.

This letter, including the terms contained within the proposed Credit Accommodation, is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and on a confidential and "need to know" basis, to your directors, officers, employees, advisors and agents.

We appreciate this opportunity and are delighted to provide this Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Very truly yours,

TD BANK, N.A.

By:   
Robert W. Catloe  
Vice President

**TD Bank, N.A.**  
**TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED**  
**November 18, 2021("Loan")**

**THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.**

1. **Loan**

- a) **Borrower(s):** City of North Miami Beach, Florida (the "Borrower")
- b) **Facility:** Non-Bank Qualified Tax-Exempt Term Loan, Series 2022
- c) **Purpose:** Proceeds will be used to (1) refund, on a current basis, the City's Promissory note, Series 2011, and (2) to pay the cost of issuance.
- d) **Amount:** Not to exceed \$9,500,000.00 USD
- e) **Collateral:** The principal of and interest on the Note shall be secured by a pledge of the full faith, credit, and taxing power of the City on all of the real property and improvements thereto subject to the City's ad valorem taxing power which are located from time to time within the municipal boundary of the City, without limitation.
- f) **Settlement Date:** On or before January 4, 2022
- g) **Maturity:** **November 1, 2030**
- h) **Repayment Terms:** Interest on the 2022 Bonds shall be payable semiannually on May 1<sup>st</sup> and November 1<sup>st</sup>, commencing on May 1, 2022.  
  
Principal shall be payable annually on November 1<sup>st</sup> and at maturity, commencing on November 1, 2022 and fully amortized over the life of the loan as set forth in the Preliminary Loan Amortization Schedule (see Appendix A).
- j) **Interest Rate:** Fixed rate of interest to be determined by adding 0.18% (18 basis points) to 81.5% of the prevailing seven (7) year Federal Home Loan Bank of Boston Amortizing Rate. The Interest Rate is provided in the website link below. The Indicative Fixed rate as of 11/18/2021 is **1.45%**.

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

Bank has ability to hold this quoted indicative fixed rate until the settlement date or no later than January 4, 2022 provided that Bank receives notice, within 3 business days, it will be the recommended Lender, Prepayment Option selection and the indicative rate is still available.

If notified after the 3 business days, TD Bank will re-calculate the rate pursuant to the above formula 2 days prior to a settlement of no later than January 4, 2022.

k) **Prepayment Provision:** **Option A:** At the time of any full or partial prepayment, a "Yield Maintenance Fee" in an amount computed as follows shall apply:

This Bond may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Bond, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

*The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Loan plus any accrued interest due as of the prepayment date and is expressed in the following calculation:*

*Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."*

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of the 2022 Bond, or (ii) the remaining term of the then current fixed interest rate period.

**Option B:** Borrower can elect to have a "No Prepayment" penalty associated with the 2022 Bond by adding a premium of **4 basis points** to the quoted proposed Loan Rate.

l) **Default Rate of Interest:** The "default rate of interest" shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal.

m) **Late Charges:** If any payment due to the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

2. **Fees and Expenses:** The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The City's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The City agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan with a not to exceed \$9,500.00. Bank's counsel shall be the following:

Michael Wiener  
 Holland & Knight LLP  
 2115 Harden Blvd.  
 Lakeland, FL 33803  
 (863)499-5362

3. **Financial Reporting:**

a) **Borrower(s) shall furnish the following financial reports:**

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
<b>Audited Financial Statements</b>	Annually	Within 210 days after the end of the fiscal year
<b>Annual Budget</b>	Annually	Within 60 days after its adoption

The Bank reserves the right to request reasonable additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

4. **Legal Opinion:**

Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan and loan documents are exempt from registration and qualification under the Securities Act of 1933 and Trust Indenture Act of 1939, and (5) the interest on the 2022 Bond is excludable from the gross income of the Bank. An opinion of counsel to the City in form and substance satisfactory to the Bank.

5. **Financial Covenants:**

All standard covenants and provisions shall be applicable to the Term Loan.

6. **Events of Default:** Will include but not be limited to:

- a. Breach of representation or warranties.
- b. Violation of covenants and such default shall continue and not be cured for a period of 30 days from the earlier of written notice of such default from the Bank or when the Borrower had knowledge of such default.
- c. Bankruptcy or insolvency
- d. Payment Default

**7. Other Conditions:**

- a. Documents for the 2022 Bond will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable loan rate should the IRS deem the Loan to be a taxable facility due to events associated with action or inaction of Borrower.
- b. No Material Adverse Change to the Borrower.
- c. All standard representations in the event of default that are acceptable to the bank. Borrower shall provide notice to the Bank with five Business Days of knowledge of an Event of Default or a default that the passage of time or giving of notice would be an Event of Default.
- d. The bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
- e. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.

Patriot Act Notice. Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the Borrower and Guarantor that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower and Guarantor, which information includes the name and address of the Borrower and Guarantor and other information that will allow Lender to identify the Borrower and Guarantor in accordance with the Act.

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION.

## Appendix A: Amortization Schedule

<u>Payment Date</u>	<u>Principal</u>
11/1/2022	\$ 920,000
11/1/2023	\$ 925,000
11/1/2024	\$ 955,000
11/1/2025	\$ 975,000
11/1/2026	\$ 1,010,000
11/1/2027	\$ 1,035,000
11/1/2028	\$ 1,065,000
11/1/2029	\$ 1,095,000
11/1/2030	\$ 1,125,000

# 1. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.





The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

 _____ SIGNATURE	 _____ PRINTED NAME
 _____ NAME OF COMPANY	 _____ TITLE

Failure to sign this page may render your bid non-responsive.

2. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF NORTH MIAMI BEACH, FLORIDA

By: Robert Cate, Vice President  
(print individual's name and title)

For: T.D. Bank N.A.  
(print name of entity submitting sworn statement)

whose business address is: 2307 W. Kennedy Blvd Tampa, fl 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is: 01-0137770  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 01 - 0137770).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 5. A predecessor or successor of a person convicted of a public entity crime; or
- 6. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or



services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

*[Handwritten Signature]*

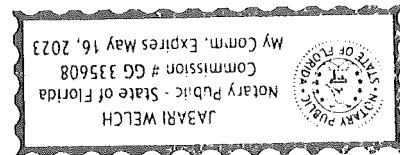
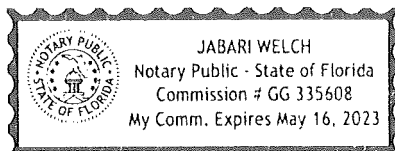
Signature

Sworn to and subscribed before me this 18<sup>th</sup> day November, 2021

Personally known \_\_\_\_\_

OR provided identification Name of Notary Jalawi Welch Saber, Welch

Produced identification Florida Driver license Notary Public – State of Florida





3. NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }  
 } SS:  
COUNTY OF Hillsborough }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the Officer, (Owner, Partner, Officer, Representative or Agent) of TD Bank N.A. the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

Samantha Singh  
Witness Samantha Singh

By: Robert Catoe

Debra Rossignol  
Witness

Robert Catoe  
(Printed Name)

Vice President  
(Title)