

The City Council of the City of Fayetteville, North Carolina met in a regular meeting in the City Council Chambers of the City Hall located at 433 Hay Street in Fayetteville, North Carolina, the regular place of meeting, at 7:00 p.m. on February 12, 2018.

Present: Mayor Mitch Colvin, presiding, and Council Members

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Absent: Council Members

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Also Present: \_\_\_\_\_

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\_\_\_\_\_ introduced the following resolution, the title of which was read and a copy of which had been distributed to each Council Member:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF RADIO COMMUNICATIONS EQUIPMENT FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Fayetteville, North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to finance the purchase of 800 megahertz radio communications equipment for use by the Fire Department, the Police Department and the Solid Waste Division of the Public Services Department of the City, including, but not limited to, batteries and related accessories (the “Equipment”).

(b) The City has determined that the most efficient manner of financing the Equipment will be through the entering of an Installment Financing Agreement, to be dated as of the date of delivery thereof (the “Agreement”), with U.S. Bancorp Government Leasing and Finance, Inc. (the “Lender”) pursuant Section 160A-20 of the General Statutes of North Carolina, as amended. Pursuant to the Agreement, the Lender will advance moneys to the City in an amount sufficient to pay the costs of financing the Equipment and paying certain financing costs relating thereto, and the City will repay the advancement in installments, with interest (the “Installment Payments”).

(c) In order to secure the City’s obligations under the Agreement, the City will execute and deliver a Security Agreement, to be dated as of the date of delivery thereof (the “Security Agreement”), granting to the Lender a security interest in the Equipment and the funds held in the escrow fund pursuant to the Escrow Agreement.

(d) In order to provide for the deposit and investment of amounts advanced by the Lender to the City pending disbursement thereof to pay the costs of the Equipment and related financing expenses, the City will execute and deliver an Escrow Agreement, to be dated as of the date of delivery thereof (the “Escrow Agreement”), among the City, the Lender and U.S. Bank National Association, as escrow agent.

(e) There has been presented to the City Council at this meeting drafts of the Agreement, the Security Agreement and the Escrow Agreement.

Section 2. In order to provide for the financing of the Equipment, the City is hereby authorized to enter into the Agreement and receive an advancement pursuant thereto in the principal amount of \$[3,223,745]. The City shall repay the advancement in installments due in

the amounts and at the times set forth in the Agreement. The payments of the installment payments shall be designated as principal and interest as provided in the Agreement.

Section 3. The City Council hereby approves the Agreement, the Security Agreement and the Escrow Agreement in substantially the forms presented at this meeting. The Mayor, the City Manager and the Chief Financial Officer of the City are each hereby authorized to execute and deliver on behalf of the City said documents in substantially the forms presented at this meeting, containing such modifications as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the City Council of any such changes. The City Clerk or any Deputy or Assistant City Clerk of the City is hereby authorized and directed to affix the official seal of the City to said documents and to attest the same to the extent so required.

Section 4. No deficiency judgment may be rendered against the City in any action for breach of any contractual obligation authorized pursuant to this resolution, and the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under any contract herein authorized.

Section 5. The Mayor, the City Manager, the Chief Financial Officer, the City Attorney and the City Clerk of the City, and any other officers, agents and employees of the City, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above.

Section 6. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT, A SECURITY AGREEMENT, AN ESCROW AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING OF RADIO COMMUNICATIONS EQUIPMENT FOR THE CITY OF FAYETTEVILLE, NORTH CAROLINA" was adopted by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

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I, Pamela Megill, City Clerk of the City of Fayetteville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on February 12, 2018, as it relates in any way to the adoption of the foregoing resolution and that said proceedings are to be recorded in the minutes of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and official seal of said City this 12<sup>th</sup> day of February, 2018.

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City Clerk

[SEAL]