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**RESOLUTION NO. 2021-89**

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**A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING  
THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE  
AGREEMENT, PAYMENT SCHEDULE NO. 1 THEREUNDER, AND  
AN ESCROW AGREEMENT WITH RESPECT TO THE ACQUISITION,  
PURCHASE, FINANCING, AND LEASING OF CERTAIN EQUIPMENT  
FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND  
DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH;  
AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY  
TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED  
BY THIS RESOLUTION**

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**WHEREAS**, the City of Albany (the “Lessee”), a body politic and corporate duly organized and existing as a city and political subdivision of the State of California, is authorized by the laws of the State of California to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto; and

**WHEREAS**, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property necessary for the Lessee to perform essential governmental functions, consisting of one (1) Pierce Manufacturing, Inc. Quantum 1500 GMP Pumper fire truck with such equipment Lessee or its Designated Officers may deem necessary and/or desirable (the “Equipment”), in an amount not more than \$840,000, which includes the cost of issuance, will be acquired through the equipment lease-purchase described herein; and

**WHEREAS**, in order to acquire such Equipment, the Lessee proposes to enter into a Master Equipment Lease-Purchase Agreement (together with Payment Schedule No. 1 and all related exhibits, schedules, and certificates attached thereto, the “Lease Agreement”) with Holman Capital Corporation (the “Lessor”) and one Escrow Agreement (together the Disbursement/Payment Request Form and Acceptance Certificate, the “Escrow Agreement”) with the Lessor and Mechanics Bank (or substitute selected by Lessor), as escrow agent; and

1           **WHEREAS**, the Lessor has agreed to assign all of its rights, title and interest in and to  
2 the Equipment, the Lease Agreement and the Escrow Agreement (collectively, the  
3 “Transaction Documents”) to Mechanics Bank (or substitute selected by Lessor) and the  
4 Lessee has consented and acknowledged to the foregoing; and

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6           **WHEREAS**, the City Council of the Lessee deems it for the benefit of the Lessee and  
7 for the efficient and effective administration thereof to enter into the Transaction Documents  
8 for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms  
9 and conditions therein provided.

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11           **NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby:

12           *Section 1. Approval of Documents.* The City Council of the Lessee hereby approves the  
13 form, terms and provisions of the Transaction Documents in substantially the forms presented  
14 to this meeting and authorizes and directs Heather Rowden, Lessee’s Finance Director, and  
15 such other persons as she may delegate (the “Designated Officers”), and each of them  
16 individually, for and in the name of and on behalf of the Lessee, to execute and deliver the  
17 Transaction Documents, and any related Certificate, Exhibits, or other documents attached  
18 thereto in such forms with such changes, insertions, revisions, corrections, or amendments as  
19 shall be approved by the officer executing them. The execution of the foregoing by a  
20 Designated Officer shall constitute conclusive evidence of such officer’s and the City  
21 Council’s approval of any such changes, insertions, revisions, corrections, or amendments to  
22 the respective forms of agreements presented to this meeting.

23           *Section 2. Other Actions Authorized.* The officers and employees of the Lessee shall  
24 take all action necessary or reasonably required by the parties to the Transaction Documents  
25 to carry out, give effect to, and consummate the transactions contemplated thereby (including  
26 the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests,  
27 Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each  
28 with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take  
29 all action necessary in conformity therewith, including, without limitation, the execution and  
delivery of any closing and other documents required to be delivered in connection with the

1 Transaction Documents. The Designated Officers and all other officers and employees of the  
2 Lessee are hereby directed and authorized to take and shall take all action necessary or  
3 reasonably required in order to select, purchase, and take delivery of the Equipment. All actions  
4 heretofore taken by officers, employees, and agents of the Lessee that are in conformity with  
5 the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

6 *Section 3. No General Liability.* Nothing contained in this Resolution No. 2021-89, the  
7 Transaction Documents, nor any other instrument shall be construed with respect to the Lessee  
8 as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its  
9 taxing power, nor shall the breach of any agreement contained in this Resolution No. 2021-89,  
10 the Transaction Documents, or any other instrument or document executed in connection  
11 therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit  
12 or against its taxing power, except to the extent that the rental payments payable under the  
13 Transaction Documents are special limited obligations of the Lessee as provided therein.

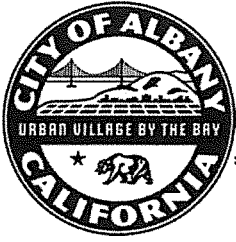
14 *Section 4. Appointment of Authorized Lessee Representatives.* The Designated Officers  
15 are each hereby designated to act as authorized representatives of the Lessee for purposes of  
16 the Transaction Documents until such time as Lessee's City Council shall designate any other  
17 or different authorized representative for purposes of the Transaction Documents.

18 *Section 5. Severability.* If any section, paragraph, clause, or provision of this Resolution  
19 shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability  
20 of such section, paragraph, clause, or provision shall not affect any of the remaining provisions  
21 of this Resolution No. 2021-89.

22 *Section 6. Repealer.* All bylaws, orders, and resolutions or parts thereof, inconsistent  
23 herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not  
24 be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

25 *Section 7. Effective Date.* This Resolution No. 2021-89 shall be effective immediately  
26 upon its approval and adoption.

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GE'NELL GARY, MBA - MAYOR



# City of Albany

1000 San Pablo Avenue • Albany, California 94706  
(510) 528-5710 • [www.albanyca.org](http://www.albanyca.org)

## RESOLUTION NO. 2021-89

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

The 20th day of September, 2021, by the following votes:

AYES: Council Members Jordan, McQuaid, Nason, Tiedemann and Mayor Gary

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this

21st day of September, 2021.

Anne Hsu  
CITY CLERK

*The City of Albany is dedicated to maintaining its small town ambiance, responding to the needs of a diverse community, and providing a safe, healthy and sustainable community.*