

**RESOLUTION**

**AN RESOLUTION AUTHORIZING THE ISSUANCE OF CURRENT YEAR DELINQUENT TAX COLLECTION ANTICIPATION NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$ \_\_\_\_\_ BY \_\_\_\_\_ COUNTY, OHIO, TO PROVIDE FUNDS, IN ANTICIPATION OF THE COLLECTION OF THE CURRENT TAXES THAT WERE NOT PAID ON OR BEFORE THE LAST DAY ON WHICH SUCH TAXES MAY BE PAID WITHOUT PENALTY OR THAT HAVE BECOME DELINQUENT, FOR THE COUNTY TREASURER'S MAKING A SPECIAL TAX ADVANCE TO THE TAXING AUTHORITIES WITHIN THE COUNTY PURSUANT TO OHIO REVISED CODE SECTION 321.341; AND APPROVING A NOTE PURCHASE AGREEMENT, OTHER DOCUMENTS, INSTRUMENTS AND RELATED MATTERS IN CONNECTION WITH THE NOTES.**

WHEREAS, the County Treasurer of \_\_\_\_\_ County, Ohio (hereinafter the "County Treasurer") pursuant to Section 133.082 of the Ohio Revised Code (the "Revised Code") has submitted a written request to this Board for the issuance of current year delinquent tax collection anticipation notes (the "Notes") in an aggregate principal amount not to exceed \$ \_\_\_\_\_.

WHEREAS, upon issuance of the Notes, the County Treasurer will distribute the proceeds of the such notes through a special advance authorized by Revised Code Section 321.341 to the taxing authorities within \_\_\_\_\_ County, Ohio (the "County") that levied those taxes in the same manner as those taxes would have been disbursed had such taxes been paid when due.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of \_\_\_\_\_ County, Ohio, that:

Section 1. Authority for and Purposes of Notes. This Board is in receipt of a written request of the County Treasurer for the issuance by the Board, pursuant to Section 133.082 of the Revised Code, of current year delinquent tax collection anticipation notes in an aggregate principal amount not to exceed \$ \_\_\_\_\_ (the "Notes") to provide funds, in anticipation of the collection of the current taxes that were not paid on or before the last day on which such taxes may be paid without penalty or that have become delinquent, for making a special tax advance pursuant to Revised Code Section 321.341 to the taxing authorities within

the County that levied those taxes in the same manner as those taxes would have been disbursed had such taxes been paid when due, and this Board has determined to issue the Notes. The Notes shall be issued and dated the date of their delivery to and payment by the original purchaser of the Notes, shall be issued as a single fully registered note representing the aggregate principal amount of the Notes (hereinafter referred to as the Note), and shall mature on \_\_\_\_\_.

Section 2. Designation of the Notes; Execution Thereof. The Note shall be designated “\_\_\_\_\_ County, Ohio Current Year Delinquent Tax Collection Anticipation Note, Series \_\_\_\_\_”; shall state the purposes for which the Note is issued; and shall state that it is issued pursuant to this resolution. The Note shall be signed by at least two members of the Board and the County Auditor, in the name of the County and in their official capacities, provided that all of those signatures may be facsimiles. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until the certificate of authentication printed on the Note is signed by the Note Registrar (as defined in Section 7) as authenticating agent. The Note shall be numbered R-1, and any replacement Note shall be numbered sequentially.

Section 3. Aggregate Principal Amount of the Note; Interest Rate; Interest Payment Dates. The aggregate principal amount of the Note shall be determined in a note purchase agreement (the "Note Purchase Agreement") by and between this Board and the County Treasurer, as the original purchaser of the Note (in this capacity, the "Original Purchaser") provided that such aggregate principal amount shall not exceed \$\_\_\_\_\_ and shall not exceed ninety per cent of the difference between (i) the amount of the current taxes that constitutes current year unpaid taxes or current year delinquent taxes on the date the Note is issued and (ii) to the extent ascertainable by the County Treasurer, the amount of current year unpaid taxes or current year delinquent taxes that have been collected during the period commencing on the day immediately following the last day the current year unpaid taxes or current year delinquent taxes could have been paid without penalty and ending with the Business Day immediately preceding the day the Note Purchase Agreement is executed. For purposes of this resolution, “Business Day” means any day on which the Note Registrar is open for conducting public business and on which the commercial banks serving as depositories for the County are open for business. The Note shall bear interest at a fixed rate of interest per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), determined on the second day immediately preceding the day of the execution and delivery of the Note Purchase Agreement, equal to the lesser of the then current (1) one-month LIBOR plus 250 basis points and (2) the 10-year average of one-month LIBOR, as determined and certified by the Director of the Office of Budget and Management, or any Interim Director of the Office of Budget and Management, of the County (either, the “Director of OBM”) on the date the Note Purchase Agreement is executed.

Section 4. Payment. Principal and mandatory redemption of and interest on the Note (the "Debt Charges") shall be paid in lawful money of the United States of America without deduction for the services of the Note Registrar as paying agent. Principal and mandatory redemption of the Note shall be payable when due upon presentation and, in the case of the final payment of principal, surrender of the Note at the office of the Note Registrar who shall make a notation on the Note of the amount of principal or mandatory redemption paid. Interest shall be payable on the first Business Day of each month, commencing December 1, \_\_\_\_\_, until the principal amount is paid or duly provided for (each such day, an "Interest Payment Date") by check or draft mailed to the person in whose name the Note was registered, and to that person's address appearing, on the Note Register (as defined in Section 7) at the close of business on the last Business Day of the month immediately preceding the Interest Payment Date. The Note shall bear interest from the most recent date to which interest has been paid or, if no interest has been paid or provided for, from the date of its issuance.

Section 5. Security for the Note. The Note, including the Debt Charges thereon, shall be secured only by a pledge of and lien upon, and payable solely from, the current year's real property delinquent taxes, the collection of which is being anticipated by the issuance of the Note, and the proceeds of any securities issued to fund or refund the Note. The Note shall not be a general obligation of the County, and will not represent or constitute bonded indebtedness or a pledge of the general credit or taxing power of the County or any other agency thereof or political subdivision therein.

Section 6. Pledge and Appropriation. The County does hereby pledge, and grant a lien upon, for the benefit of the owner of the Note, the unpaid "current year delinquent taxes", as defined in Revised Code Section 321.341, the collection of which is being anticipated by the issuance of the Note, and the proceeds of any securities issued to fund or refund the Note, all in accordance with Revised Code Section 133.082 (collectively, the "Pledged Receipts"). The pledge shall be valid and binding from the time the pledge is made, and the Pledged Receipts pledged and thereafter received by the County Treasurer shall immediately be subject to the lien of that pledge without any physical delivery of those Pledged Receipts or further act. The lien of such pledge is valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the County, whether or not such parties have notice of the lien. So long as the Note is outstanding, the Pledged Receipts shall remain under the control of this Board and shall not be appropriated other than as hereinafter provided. The amounts of the Pledged Receipts needed to pay the Debt Charges on the Note are hereby appropriated for that purpose, and other appropriations of the Pledged Receipts shall be limited to the balance available after deducting the amount needed to pay the Debt Charges on the Note. The portions of the Pledged Receipts to be applied to the payment of the Debt Charges on the Note shall be deposited and set aside for that purpose in an account for that purpose in the bond retirement fund in the amounts and at the times required to pay the Debt Charges on the Note. The County Treasurer is hereby

authorized to pay, from time to time, from the amount on deposit in that account to the Note Registrar the amounts required to pay the Debt Charges on the Note when due.

Section 7. Note Registrar.

(a) The County Treasurer is appointed to act as the authenticating agent, note Registrar, transfer agent and paying agent for the Note (the "Note Registrar").

(b) The Note Registrar will complete the Note to be originally delivered to the Original Purchaser by inserting the appropriate information into the Note form and will record the name, address and fax number of the Original Purchaser and any subsequent owner of the Note in the Note Register.

(c) The Note Registrar will sign the Certificate of Authentication on the Note to be delivered to the Original Purchaser and any subsequent owner of the Note.

(d) The Note Registrar shall hold in safekeeping any Note forms not delivered to the Original Purchaser, and shall notify this Board of any need for additional Note forms in sufficient time to permit an adequate supply to be available for exchange or transfer.

(e) So long as any principal amount of the Note remains outstanding, the Note Registrar will maintain and keep at its office all books and records necessary for the registration, exchange and transfer of Note as provided in this Section 3 (the "Note Register"). The person in whose name the Note is registered on the Note Register shall be regarded as the absolute owner of the Note for all purposes of this resolution. Payment of or on account of the Debt Charges on the Note shall be made only to or upon the order of that person; neither the County nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 7. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Note to the extent of the amount or amounts so paid.

(f) The Note may be exchanged or transferred only on the Note Register and only upon presentation and surrender of the Note at the office of the Note Registrar together with an assignment signed by the owner of the Note or by a person legally empowered to do so in a form satisfactory to the Note Registrar. Upon such exchange or transfer, the Note Registrar shall complete, authenticate and deliver a new Note in a denomination equal in the aggregate to the unmatured principal amount of the Note surrendered and bearing interest at the same rate and maturing on the same date.

(g) If manual signatures on behalf of the County are required, the Note Registrar shall undertake the exchange or transfer of the Note only after a new Note is signed by the authorized officers of the County. In all cases of an exchange or transfer of the Note, the County

shall sign and the Note Registrar shall authenticate and deliver a new Note in accordance with the provisions of this resolution. The exchange or transfer shall be without charge to the owner, except that the County and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Note Registrar may require that those charges, costs and expenses, if any, be paid before the procedure is begun for the exchange or transfer. Any Note issued and authenticated upon any exchange or transfer shall be valid special obligations of the County and entitled to the same security and benefit under this resolution as the Note surrendered for that exchange or transfer.

(h) The Note Registrar shall complete, authenticate, deliver and register a new Note to replace any lost, stolen, destroyed or mutilated Note upon receiving written instructions to do so from this Board together with evidence of indemnification of the County and the Note Registrar from the owner of the Note in a form satisfactory to this Board and the Note Registrar.

(i) The Note Registrar shall cancel any Note surrendered to it pursuant to this resolution for payment or retirement in full, or for replacement, exchange or transfer. Written reports of surrender and cancellation of the Note shall be made to the County Treasurer by the Note Registrar at least once each calendar year. Unless otherwise directed by this Board, Notes shall be retained and stored by the Note Registrar for a period of seven years. After that time, or at any earlier time as authorized by this Board, the canceled Notes may, at the direction of the County Treasurer, be either returned to the County Treasurer or destroyed by the Note Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Note Registrar to the County Treasurer.

(j) The Note Registrar shall retain and store the Note Register for seven years after payment of the Note. At any time and upon request by this Board, the Note Registrar shall permit designated officers of the County to inspect the Note Register and will provide this Board with a copy of the Note Register. Pursuant to Revised Code Section 9.96, the Note Register is not a "public record" under Ohio law. In the event of a request to the Note Registrar by any person other than this Board for inspection of the Note Register, the Note Registrar shall notify this Board and will not permit that inspection unless it is approved by this Board, except that the Note Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

(k) The Note Registrar shall pay the Debt Charges on the Note in accordance with this resolution, but only from money deposited with the Note Registrar by the County Treasurer for that purpose. The County Treasurer shall cause funds to be on deposit with the Note Registrar in an amount sufficient and available to pay the Debt Charges on the Note then to be due no later than 10:00 a.m. (Ohio time) on the day on which that payment is to be made.

(1) The Note Registrar shall give notice of any mandatory redemption of the Note to the registered owner of the Note by fax one Business Day prior to the redemption date.

Section 8. Prior Redemption. The Note is not subject to redemption prior to maturity at the option of the County. The Note is subject to mandatory redemption prior to maturity, in whole or in part, in an amount of \$\_\_\_\_\_ or \$\_\_\_\_\_ and any integral multiple of \$\_\_\_\_\_ in excess thereof (the "Authorized Redemption Amount"), on any Interest Payment Date, at a redemption price equal to 100% of the principal amount of the Note to be redeemed plus accrued interest to the redemption date. The Authorized Redemption Amount to occur on any Interest Payment Date shall be the largest Authorized Redemption Amount available from the difference, as determined by the County Treasurer, between (i) the amount of the Pledged Receipts collected and on deposit with the County Treasurer on or before the third Business Day prior to the Interest Payment Date, and (ii) the amount of the Pledged Receipts to be applied to the payment of interest on the Notes on the Interest Payment Date; provided, however, that no mandatory redemption shall produce a Note with an unredeemed principal amount of less than \$\_\_\_\_\_, and provided further that if on any Interest Payment Date the unredeemed principal amount of the Note is less than \$\_\_\_\_\_, the Authorized Redemption Amount on that Interest Payment Date shall equal the then unredeemed principal amount of the Note. Upon the determination of the principal amount of the Note to be mandatorily redeemed on any Interest Payment Date, the County Treasurer shall give immediate notice of the mandatory redemption to the Note Registrar. Upon receipt of the notice of mandatory redemption from the Note Registrar, the owner of the Note shall present the Note to the Bond Registrar for payment of the Authorized Redemption Amount and notation of the payment of the applicable Authorized Redemption Amount.

Section 9. Sale and Placement of the Notes. The Note shall be issued in accordance with the provisions of this resolution and the Note Purchase Agreement for delivery to the Original Purchaser upon payment by the Original Owner of a purchase price equal to 100% of the aggregate principal amount of the Note. The Note Purchase Agreement now on file with this Board is hereby approved, and any member of the Board is hereby authorized to sign and deliver the Note Purchase Agreement, on behalf of this Board and in his official capacity, in substantially the form now on file with this Board with such changes that are not inconsistent with the provisions of this resolution, are not materially adverse to the interests of the County and are approved by the member of this Board signing the Note Purchase Agreement. That any such changes are not inconsistent with the provisions of this resolution, are not materially adverse to the interests of the County and are approved by the member of this Board signing the Note Purchase Agreement shall be conclusively evidenced by the signing and delivery of the Note Purchase Agreement by that member of this Board. Any member of the Board shall cause the Notes to be prepared, and have the Note signed and delivered to the Original Purchaser for delivery, together with a true transcript of proceedings with reference to the issuance of the Note

if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. Any member of the Board, the County Auditor, the County Treasurer, the Clerk of this Board, the Director of OBM and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this resolution.

Section 10. Application of Proceeds of the Note. The proceeds from the sale of the Note shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purposes for which the Note is being issued.

Section 11. Determinations In Regard to the Note. It is hereby determined and recited that all acts, conditions and things required to be done precedent to and in the issuance of the Note, in order to make it a legal, valid and binding special obligation of the County, have happened, been done and performed in regular and due form as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of the Note.

Section 12. Retention of Bond Counsel to the County. The legal services of \_\_\_\_\_, as bond counsel to the County in connection with the issuance of the Note, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to documents and the proceedings in connection with the placement of the Note. That firm shall be paid just and reasonable compensation for those legal services in an amount not exceeding \$\_\_\_\_\_ and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The amount necessary to make those payments is hereby appropriated from the County Land Reutilization Fund, and the County Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue appropriate orders for their timely payment as written statements are submitted by the firm.

Section 13. Certified Copy to County Prosecuting Attorney. The Clerk of this Board is authorized to transmit a certified copy of this resolution to the Prosecuting Attorney of the County, and this Board joins and shall join with the Prosecuting Attorney in any further required application or proceedings in connection with the retention of such legal services.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit a copy of this resolution to \_\_\_\_\_, County Treasurer; \_\_\_\_\_, Director, Office of Budget & Management; \_\_\_\_\_, County Auditor and \_\_\_\_\_, Assistant Prosecuting Attorney, County Prosecutor's Office.

On Motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, the foregoing resolution was duly adopted.

Ayes: .

Nays:

Recuse:

Resolution Adopted.

\_\_\_\_\_,  
Clerk of the Board

Journal \_\_\_\_\_

\_\_\_\_\_, 201\_\_

The undersigned, Clerk of the Board of County Commissioners of \_\_\_\_\_ County, certifies that the foregoing is a true and correct excerpt from the minutes of the meeting of \_\_\_\_\_, 201\_\_, of the Board of County Commissioners of \_\_\_\_\_ County, showing the adoption of the resolution above set forth.

\_\_\_\_\_  
Clerk of the Board of County Commissioners of

\_\_\_\_\_ County, Ohio