

RESOLUTION NO. 2019-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MARIANNA, FLORIDA PROVIDING FOR THE ACQUISITION OF A FIRE TRUCK; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$309,000 CAPITAL IMPROVEMENT REVENUE BONDS TO FINANCE A PORTION OF THE COST THEREOF; PLEDGING A LIEN ON THE FIRE SERVICE ASSESSMENTS TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE ISSUANCE OF TEMPORARY BOND ANTICIPATION NOTES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARIANNA, FLORIDA,

as follows:

ARTICLE I

GENERAL

1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida, the Charter of the City of Marianna, Florida; Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

1.02. Findings. It is hereby found and determined that:

(A) For the benefit of its inhabitants, the City of Marianna, Florida (hereinafter sometimes called the "Issuer") finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to acquire a fire truck

(the "Project") in accordance with certain specifications now on file or to be filed with the City Clerk of the Issuer (the "City Clerk").

(B) The Issuer has been advised that the cost of acquiring the Project in accordance with said specifications is estimated at \$509,000, which will be paid with the proceeds of the sale of the Bonds herein authorized and a federal grant in the amount of \$200,000 and shall be deemed to include all expenses necessary, appurtenant or incidental thereto, including the cost of any equipment, legal expenses, fiscal expenses, expenses for estimates of costs and revenues and all other necessary miscellaneous expenses.

(C) The Pledged Revenues, herein defined, will be sufficient to pay the principal of and interest on the Bonds herein authorized. It is estimated that the period of usefulness of the Project will exceed fifteen (15) years.

(D) It is deemed necessary and desirable to pledge to the payment of the principal of, redemption premium, if any, and the interest on the Bonds herein authorized, a lien on the Pledged Revenues and a covenant to budget and appropriate non-ad valorem revenues, to the extent any deficiency exists.

(E) This Resolution is declared to be and shall constitute a contract between the Issuer and the holders of all the Bonds; and the covenants and agreements herein set forth to be performed by the Issuer are and shall be for the equal benefit, protection and security of the holders of any and all the Bonds issued under this Resolution shall be of equal rank and without preference, priority or distinction of any of the Bonds over any other, except as hereinafter provided.

(F) The Issuer is not, under this Resolution obligated to levy any taxes on any real or personal property to pay the principal of or interest on the Bonds hereinafter authorized, or to pay the cost of maintaining, repairing and operating the Project. The Bonds issued pursuant to this Resolution shall not constitute a lien upon the Project or any other property of the Issuer or situated within its corporate limits, except the Pledged Revenues in the manner provided herein.

1.03. Definitions. The following terms in this Resolution shall have the following meanings unless the text otherwise expressly requires:

"Bond Registrar" shall mean the City Clerk.

"Bond Service Requirement" for any Bond Year shall mean the sum of: (1) the amount required to pay the interest becoming due on the Bonds during such Bond Year and (2) the amount required to pay the principal of the Bonds maturing in such Bond Year.

"Bond Year" shall mean the period beginning with September 1 and extending for a period of twelve (12) months thereafter.

"Bonds" shall mean the Bonds issued pursuant to this Resolution, and any additional parity bonds issued pursuant to Section 3.04(E) hereof.

"City Clerk" shall mean the City Clerk of the Issuer or any Deputy Clerk.

"Federal Securities" shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are not redeemable prior to maturity at the option of the obligor.

"Fire Service Assessments" shall mean those assessments levied and collected pursuant to Ordinance No. 2014-1029 enacted on _____, 2014.

"Fiscal Year" shall mean the period commencing on October 1st of each year and continuing to and including the succeeding September 30th.

"Government" shall mean the United States of America, acting through the United States Department of Agriculture, Rural Development.

"Holder" or "holder of Bonds" or "owner" or "owner of Bonds" or any similar term shall mean any person who shall be the registered owner of any Bonds.

"Maximum Bond Service Requirement" shall mean, as of a particular date of calculation, the greatest amount of Bond Service Requirement for the then current or any future Bond Year.

"Mayor" shall mean the Mayor of the Issuer.

"Paying Agent" shall mean the City Clerk.

"Pledged Revenues" shall mean the Fire Services Assessments.

"Preauthorized Debit" shall mean the payment of principal and interest electronically from the Issuer's bank account.

"Project" shall mean the fire truck acquired, owned, operated and maintained by the Issuer.

"Resolution" shall mean this Resolution.

1.04. Acquisition of Project Authorized. The Issuer is hereby authorized to acquire the Project as defined in Section 1.02(A) above.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF REVENUE BONDS

2.01. Authorization of Revenue Bonds. Subject and pursuant to the provisions of this Resolution, obligations of the Issuer to be known as "City of Marianna, Florida, Capital Improvement Revenue Bonds" (hereinafter sometimes referred to as the "Bonds") are hereby authorized to be issued in an aggregate principal amount not exceeding Three Hundred Nine Thousand Dollars (\$309,000) for the purpose of providing funds to pay a part of the cost of the Project provided for in Section 1.02(A) hereof.

2.02. Description of Bonds. The Bonds issued hereunder shall be fully registered Bonds; dated as of the date of their delivery; shall bear interest at a rate or rates to be fixed by resolution of the City Commission hereafter adopted, not exceeding the maximum rate permitted by law, payable one year from the date of the Bonds, and annually each year thereafter (the "Payment Date"); and at the request of the purchasers thereof may be issued as a single fully registered Bond payable in installments in the amounts and on the Payment Date as determined by subsequent resolution of the Issuer, or as a series of fully registered Bonds numbered consecutively from R-1 upward in order of maturity, in the denomination of \$1,000 each, or multiples or fractions thereof and maturing on the Payment Date in the amounts and years, not exceeding fifteen (15) years from date thereof, and subject to redemption, all as determined by subsequent resolution of the Issuer. Bonds issued pursuant to this Resolution shall bear a series designation of their year of issuance and shall be called "Series __ Bonds".

2.03. Method of Payment. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America, except that payment of interest on the Bonds on any interest payment date will be made to the person appearing as the registered owner thereof on the registration books of the Issuer maintained by the Bond Registrar on the 15th day of the month preceding such date, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books. Provided, however, that payment of principal and interest on the Bonds held by the Government, shall be by Preauthorized Debit. The payment shall be debited from the Issuer's bank account the day payment is due. Payment may also be made at such other places as the Government shall designate in writing to the Issuer.

Bonds or principal installments thereof held by the Government may be redeemed on any interest due date without the payment of a premium. The Issuer shall have the right to call Bonds or principal installments thereof redeemable at no premium prior to calling Bonds or principal installments thereof redeemable at a premium. At least thirty (30) days prior to the redemption date written notice of any redemption shall be filed with the Paying Agent and mailed, postage prepaid to all registered owners at their respective addresses as they appear upon the registration books of the Issuer. Provided, however, that failure to mail such notice to one or more owners of the Bonds shall not affect the validity of the proceedings for such redemption with respect to owners of Bonds to which notice was duly mailed hereunder.

2.04. Execution of Bonds. The Bonds shall be executed in the name of the Issuer by its Mayor by his or her manual or facsimile signature and the corporate seal of the Issuer shall be impressed thereon, attested by its City Clerk by his or her manual or facsimile signature; provided,

however, one of said signatures shall be manually subscribed. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. The validation certificate, if any, endorsed on the Bonds shall be executed by the Mayor by his or her manual or facsimile signature. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office of the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of adoption of this Resolution notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

2.05. Negotiability and Registration. The Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Florida; and each successive holder, in accepting any of said obligations, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments.

The Bonds shall be registered, as to both principal of and interest upon the books kept for the registration and transfer of Bonds by the Bond Registrar. No transfer of the Bonds shall be valid unless made at the office of the Bond Registrar by the registered owner or by his duly authorized agent or representative and shall be similarly noted on the Bonds. The Bond Registrar shall not be required to make any such transfer of Bonds during fifteen (15) days next preceding an interest payment date on the Bonds, or in the case of any proposed redemption of Bonds, after such Bonds have been selected for redemption. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any Bond and the interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the interest thereon to the extent of the sum or sums so paid.

The single fully registered Bond, if issued, may be exchanged by the owner thereof at any time, not more than ninety (90) days after surrender of such Bond to the Bond Registrar, for an equal aggregate principal amount of a series of Bonds in the denomination of \$1,000 or multiples or fractions thereof, maturing in the years and amounts corresponding to the years and amounts of the unpaid installments of principal of the single fully registered Bond, and in the form prescribed for a series of fully registered Bonds in Section 2.07 of this Resolution; and if all of the series of fully registered Bonds outstanding shall be owned and held by a single holder, such Bonds may, in like manner, be exchanged at the expense of such holder, at any time, not more than ninety (90) days after surrender of such Bonds to the Bond Registrar, for a single fully registered Bond in principal

amount equal to the aggregate principal amount of such series of fully registered Bonds surrendered, maturing in installments in years and amounts corresponding to the years and amounts of the maturities of such series of fully registered Bonds so surrendered and in the form prescribed for the single fully registered Bond in Section 2.07 of this Resolution.

2.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall be mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the holder furnishing to the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be canceled by the City Clerk. If any such Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this section shall constitute original additional, contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Bonds issued hereunder.

2.07. Form of Bonds. The text of the Bonds shall be in substantially the following form, with only such omissions, insertions and variations as may be necessary and desirable and approved by

the Mayor prior to the issuance thereof (which approval may be presumed by his or her execution of the Bonds and the Issuer's delivery of the Bonds to the purchasers thereof):

[Remainder of page intentionally left blank]

[FORM OF SERIAL BOND]

No. _____

\$

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF JACKSON
CITY OF MARIANNA
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES _

KNOW ALL MEN BY THESE PRESENTS, that the City of Marianna, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (hereinafter sometimes referred to as the "Issuer"), for value received, hereby promises to pay to

----- or registered assigns, on the ___ day of ---, from the special

funds hereinafter mentioned at ___ the principal sum of

----- THOUSAND DOLLARS

and to pay interest thereon, from the date of the delivery of this Bond to the purchaser thereof solely from said special funds, at the rate of __ percent (_ %) per annum, payable on __ _

and annually thereafter on the ___ day of _____ of each year until the principal is

paid. The principal of and interest on this Bond shall be payable in lawful money of the United States of America. Payment of interest on this Bond on any interest payment date will be made to

the person appearing as the registered owner hereof, on the Bond registration books of the Issuer maintained by the Bond Registrar on the 15th day of the month preceding such date, such interest

to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of _____ of like date, tenor and effect, except as to number, denomination, and date of maturity, issued to finance a part of the cost of acquiring a fire truck, hereinafter referred to as the "Project", under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, the Charter of the City of Marianna, Florida, and a resolution duly adopted by the Issuer on _____, 20__ (herein referred to as the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution. This Bond and the interest hereon are payable solely from and secured by a lien upon and pledge of the Pledged Revenues and a covenant to budget and appropriate non-ad valorem revenues to the extent any deficiencies exist. It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal or interest or the cost of maintaining, repairing and operating the Project. This Bond and the obligation evidenced hereby shall not constitute a lien upon the Project or any part thereof or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the revenues pledged for the payment thereof, all in the manner provided in the Resolution.

(insert provisions for redemption)

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened

and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional, statutory or charter limitations or provisions.

This Bond is and has all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the owner hereof in person or by his attorney or legal representative at the office of the Bond Registrar in the manner and subject to the conditions provided in the Resolution.

IN WITNESS WHEREOF, the City of Marianna, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its City Clerk, all as of the __ day of _____, _____.

CITY OF MARIANNA, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

City Clerk

Approved as to the terms and correctness thereof:

City Attorney

ASSIGNMENT

For valuable consideration, the _____ acting through the
----- does hereby assign, transfer and deliver to _____ all of its
right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor
under and by virtue of this Bond.

By: _____
Title: _____

Witnesses:

[FORM OF SINGLE FULLY-REGISTERED BOND IF GOVERNMENT IS PURCHASER]

No. R-1

\$

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF JACKSON
CITY OF MARIANNA
CAPITAL IMPROVEMENT REVENUE BOND, SERIES _

KNOW ALL MEN BY THESE PRESENTS, that the City of Marianna, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay the United States of America, acting through the United States Department of Agriculture, Rural Development (the "Government") from the special funds hereinafter mentioned, the principal sum of _____ Dollars (\$_) on the ___ day of ___ in the years and installments as follows:

YEAR AMOUNT YEAR AMOUNT YEAR AMOUNT

and to pay, solely from such special funds, interest on the principal sum from time to time remaining unpaid, from the date of the delivery of this Bond to the purchaser hereof, at the rate of ___ percent(___ %) per annum, payable on ___, and annually thereafter on the ___ day of ___ of each year. Both principal of and interest on this Bond are payable to the

Government, through Preauthorized Debit, or through means or places as the Government shall from time to time in writing designate to the Issuer. The payment will be debited from the Issuer's bank account the day payment is due. Payments of principal and interest, including prepayments of installments of principal as hereinafter provided, shall be recorded by the owner hereof and such recording shall be promptly sent to the Issuer. Upon final payment of principal and interest, this Bond shall be surrendered to the Issuer.

This Bond represents an authorized issue of Bonds in the aggregate principal amount of \$__ _ issued to finance a part of the cost of acquiring a fire truck (the "Project"), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part II, Florida Statutes, the Charter of the City of Marianna, Florida, and a resolution duly adopted by the Issuer on __ __, 20__ (the "Resolution"), and is subject to all the terms and conditions of the Resolution. All capitalized undefined terms used herein shall have the meaning set forth in the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of the Pledged Revenues and a covenant to budget and appropriate non-ad valorem revenues to the extent any deficiencies exist. It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal and interest or the cost of maintaining, repairing and operating the Project of the Issuer. This Bond and the obligation evidenced hereby shall not constitute a lien upon the Project or any part thereof or upon any other

property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the revenues pledged for the payment thereof, all in the manner provided in the Resolution.

As provided in the Resolution, this Bond is exchangeable at the expense of the owner hereof at any time, not more than ninety days after surrender of this Bond to the City Clerk, as Bond Registrar, for an equal aggregate principal amount of serial Bonds, registered as to both principal and interest, in the denomination of \$1,000 each, or multiples or fractions thereof, and maturing in the amounts and on ___ of the years corresponding to the years and amounts of the unpaid installments of principal of this Bond, and in the form of such serial Bonds as provided for in the Resolution.

The installments of principal payable upon this Bond may, at the option of the Issuer, be prepaid in whole or in part, but only in multiples of \$1,000, in inverse chronological order of the installments, on any interest payment date at par and accrued interest, without premium. Notice of such prepayment shall be given in the manner required by the Resolution.

Bonds held by the Government may be redeemed on any interest due date, without the payment of a premium and notice of such redemption shall be given in the manner required by the Resolution.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond does not violate any constitutional or statutory limitations or provisions.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the registered owner hereof in person or by his attorney or legal representative at the office of the Bond Registrar in the manner and subject to the conditions provided in the Resolution.

IN WITNESS WHEREOF, the City of Marianna, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its City Clerk, all as of the __ day of _____.

(SEAL)

CITY OF MARIANNA, FLORIDA

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

City Clerk

Approved as to the terms and correctness thereof:

City Attorney

ASSIGNMENT

For valuable consideration, the UNITED STATES OF AMERICA, acting through the U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

UNITED STATES OF AMERICA

By: _____
Title: _____

Witnesses:

[END OF FORM OF FULLY REGISTERED SINGLE BOND]

ARTICLE III

COVENANTS, SPECIAL FUNDS AND APPLICATION THEREOF

3.01. Bonds Not to be Indebtedness of Issuer. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien on the Pledged Revenues. No holder of any Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power, to pay such Bond, the cost of operating and maintaining the Project, or be entitled to payment of such Bond from any funds of the Issuer except from the Pledged Revenues in the manner provided herein.

3.02. Bonds Secured by Pledge of Pledged Revenues. The payment of the debt service of all of the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Revenues and a covenant to budget and appropriate non-ad valorem revenues, to the extent any deficiencies exist. It is understood and agreed that to the extent that any deficiency exists from Pledged Revenues, the obligations of the Issuer hereunder shall be payable from non-ad valorem revenues budgeted and appropriated and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage upon any assets owned by the Issuer and no holder of the Bonds may compel the levy or use of ad valorem taxes on real or personal property within the boundaries of the Issuer. The obligations hereunder do not constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and the holders of the Bonds shall not have the right to compel the

exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment by the Issuer of its obligations hereunder. Notwithstanding any provision of this Resolution to the contrary, to the extent the Issuer is in compliance with all provisions and covenants contained herein, this Resolution and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge all or any portion of said non-ad valorem revenues for other legally permissible purposes. Notwithstanding any provisions of this Resolution to the contrary, the Issuer shall never be obligated to exercise ad valorem taxing power to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or other non-ad valorem revenues. This Resolution shall not be construed as a pledge of all legally available non-ad valorem revenues of the Issuer, but shall be payable solely as provided in this Resolution and is subject in all respects to the provisions of Section 166.241, Florida Statutes. It is understood that the amounts available to be budgeted and appropriated to make principal and interest payments hereunder is subject to the obligation of the Issuer to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums required to secure to the holders of the Bonds issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Bonds so held by them. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of

this pledge shall be valid and binding as against all parties having claim of any kind in tort, contract or otherwise against the Issuer.

3.03. Application of Bond Proceeds. The proceeds, including accrued interest thereon, if any, received from the sale of the Bonds shall be applied by the Issuer simultaneously with the delivery of such Bonds to the purchaser thereof (or as advanced from time to time by such purchaser), as follows:

(1) The accrued interest, if any, shall be deposited in the Sinking Fund herein created and shall be used only for the purpose of paying interest becoming due on the Bonds.

(2) The Issuer shall pay all costs and expenses in connection with the issuance and sale of the Bonds.

(3) The balance of the funds shall be deposited in an account (the "Project Account") which is hereby created. Moneys in the Project Account shall be kept separate and apart from all other accounts of the Issuer, and funds initially deposited therein shall be withdrawn, used and applied by the Issuer solely for the payment of the cost of the Project.

3.04. Covenants of the Issuer. So long as any of the principal of or interest on any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund herein established, including the Reserve Account therein, a sum sufficient to pay, when due, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer covenants with the holders of any and all of the Bonds issued pursuant to this Resolution, as follows:

(A) Revenue Fund. The Issuer will establish and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, and maintain so long as any of the Bonds are outstanding, a special fund known as the "City of Marianna Capital Improvement Revenue Fund", hereinafter called the "Revenue Fund". Into such Revenue Fund the Issuer shall deposit promptly as received all Pledged Revenues and to the extent necessary, any legally available non-ad valorem revenues. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in paragraph (B) of this Section.

(B) Revenue Bond and Interest Sinking Fund. The Issuer will establish and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation, and which is eligible under the laws of the State of Florida to receive municipal funds, and shall maintain so long as any of the Bonds are outstanding, a special fund or funds, collectively called the "City of Marianna Capital Improvement Revenue Bonds, Series _____, Bond and Interest Sinking Fund", hereinafter called the "Sinking Fund" to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of the Sinking Fund the following amounts, in the following order:

- (1) Beginning on the 15th day of the month following delivery of the Bonds, an equal pro rata sum sufficient to pay interest on the Bonds on the next ensuing interest payment date when taking into consideration the months remaining until

such interest payment date, and the funds on deposit in the Sinking Fund for interest, if any. Thereafter, a sum equal to one-twelfth of the amount of one year's interest on all the Bonds then outstanding, together with the amount of any deficiency in prior deposits for interest; and

(2) Beginning on the 15th day of the month following delivery of the Bonds, an equal pro rata sum sufficient to pay principal due on the next ensuing principal payment date when taking into consideration the months remaining until such principal payment date, and the funds on deposit in the Sinking Fund for principal, if any. Thereafter, a sum equal to one-twelfth of the principal of the Bonds maturing on the next succeeding anniversary date, together with the amount of any deficiency in prior deposits for principal.

(3) After fulfillment of the requirements of paragraphs (B)(1) and (2), the Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of a special account in the Sinking Fund called the "Reserve Account", the sum of one-twelfth of one-tenth of the Maximum Bond Service Requirement until such time as the funds and investments therein shall equal the Maximum Bond Service Requirement, and monthly thereafter such amount as may be necessary to maintain the Maximum Bond Service Requirement in the Reserve Account, but not exceeding one-twelfth of one-tenth of the Maximum Bond Service Requirement monthly. Moneys in the Reserve Account shall be used only for (1) paying the principal of and interest on the Bonds in the event that the moneys in the

Sinking Fund shall ever be insufficient to meet such payments, (2) paying the cost of repairing or replacing any damage to the Project which shall be caused by an unforeseen catastrophe, and (3) repaying governmental advances as provided in Section 3.04(K) of this Resolution.

(C) Transfer of Excess Funds and Provisions for Deficiencies. Subject to the provisions for the disposition of revenues in paragraphs (A) and (B), which are cumulative, the Issuer shall either (i) transfer on or before the 15th day of each month the balance of excess funds in the Revenue Fund to a special account which account the Issuer has established and hereby covenants and agrees to maintain, known as the "City of Marianna Capital Improvement Revenue Bonds Redemption Account", hereinafter referred to as the "Redemption Account" for prompt use in redeeming Bonds in inverse numerical and maturity order or acquiring outstanding bonds for retirement at not to exceed the price of par and accrued interest, subject to such minimum aggregate principal amount of Bonds that may be redeemed as may be specified by subsequent resolution of the Issuer or (ii) use such excess funds for any lawful purpose.

(D) Trust Funds. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of the Reserve Account shall be invested by the depository bank, upon request by the Issuer, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America and which shall be subject to redemption at face value at any time by the

holder thereof at the option of such holder; and the moneys on deposit to the credit of the Sinking Fund, Revenue Fund, and moneys in the Redemption Account may be so invested in such obligations which shall mature not later than fifteen (15) days prior to the date on which such moneys shall be needed to pay the principal of and interest on the Bonds in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said account.

(E) Issuance of Other Obligations.

(1) The Issuer covenants and agrees that in the event the cost of the Project shall exceed the dollar amount of Bonds herein authorized, it shall deposit into the Project Account the amount of such excess out of funds available to it for such purpose, and the Issuer may provide such excess, and only such excess, through the issuance of parity bonds conforming to the requirements of paragraph (2) of this subsection; but except to acquire the Project, it will not issue any other obligations payable from or secured by the Pledged Revenues or any other security pledged to secure payment of the Bonds herein authorized, unless the conditions hereinafter set forth shall be met, or unless the lien of such obligations is junior and subordinate in all respects to the lien of the Bonds.

(2) The Issuer shall have the right to add new projects, by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from the Pledged Revenues and any other security pledged to the Bonds, provided in each instance that:

(a) The project to be acquired from the proceeds of the additional parity bonds is or are made a part of the Issuer for use in fire fighting, prevention and protection.

(b) The Issuer is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Pledged Revenues or any part thereof and has not been in default as to any payments required to be made under this Resolution for a period of at least the next preceding 24 months, or if at such time the Bonds shall have not been outstanding for 24 months then for the period that the Bonds have been outstanding.

(c) The annual Pledged Revenues for the Fiscal Year next preceding the issuance of additional parity bonds are certified by an independent public accountant employed by the Issuer, to have been equal to at least one and twenty hundredths (1.20) times the average annual requirements for principal and interest on all the Bonds then outstanding and payable from such Pledged Revenues.

(d) Provided, however, the conditions provided by this paragraph may be waived or modified by the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding.

(3) The Issuer hereby covenants and agrees that in the event additional series of parity bonds are issued, it will provide that said parity bonds shall mature according to a schedule

which most closely approximates equal annual installments of combined principal and interest payments for such parity bonds and all other bonds payable from the Pledged Revenues; and it will adjust the required deposits into and the maximum amount to be maintained in the Sinking Fund, including the Reserve Account therein, on the same basis as hereinabove prescribed, to reflect the average annual debt service on the additional bonds; and it will make such additional bonds payable as to principal on the same date as the outstanding Bond in each year in which principal falls due. If in any subsequently issued series of bonds secured by a parity lien on the Pledged Revenues it is provided that excess revenues shall be used to redeem bonds in advance of scheduled maturity, or if the Issuer at its option undertakes to redeem outstanding Bonds in advance of scheduled maturity, the Issuer covenants that calls of bonds will be applied to each series of bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of Bonds outstanding at the time of such call) to the extent that this may be accomplished in accordance with the call provisions of the respective bond series, but the Issuer shall have the right to call any or all outstanding Bonds which may be called at par prior to calling any bonds that are callable at a premium.

(F) Disposal of Project. The Issuer covenants and agrees that, so long as any of the Bonds are outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of the Project, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal to or prior to the charge or lien of these Bonds. Notwithstanding the foregoing, the Issuer may at any time permanently abandon the use of, or sell at fair market value, the Project, provided that:

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(1) It is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Pledged Revenues, and the debt service reserve for such Bonds has been fully established; and

(2) It will, in the event of sale, apply the proceeds to the redemption of outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of maturity.

(G) Insurance on the Project. While any of the Bonds shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

(1) Property insurance on the insurable portions of the Project in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged Project.

In the event of any damage to or destruction of the Project, the Issuer shall deposit the insurance proceeds in the Reserve Account and promptly arrange for the application thereof to the repair or replacement of the damaged or destroyed portion thereof.

(2) Public liability insurance, to the extent of any statutory waiver of sovereign immunity applicable to the Issuer from claims for bodily injury, death or either of such occurrences; and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of the Project.

(3) Vehicular public liability insurance to the extent of any statutory waiver of sovereign immunity applicable to the Issuer to protect the Issuer from claims for bodily injury and death, and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of the Project.

(4) All such insurance shall be carried for the benefit of the holders of the Bonds. All moneys received for losses under any of such insurance, except public liability are hereby pledged by the Issuer as security for the Bonds herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

(5) Workmen's Compensation will be maintained as required by State law.

(I) Fidelity Bond. The Issuer will require the position of treasurer or any employee who may have access to funds to be covered by a fidelity bond written by a responsible indemnity company in an amount fully adequate to protect the Issuer from loss, all in compliance with the conditions imposed by Rural Development's Letter of Conditions dated May 24, 2019.

(J) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the purchaser of any of the Bonds, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with making improvements other than normal maintenance of the Project, or permit others to do so, without obtaining the prior written consent of the Government, while the Government continues to own any of the Bonds.

(K) Reimbursement of Advances and Interest Thereon. While the Government shall be the owner of any of the Bonds, the Government shall have the right to make advances for the payment of insurance premiums and/or other advances which, in the opinion of the Government, may be required to protect the Government's security interest. In the event of any such advances, the Issuer

covenants and agrees to repay the same, together with interest thereon at the same rate per annum as specified in the Bonds, upon demand made at any time after any such expenditure by the Government. Any such amounts due the Government shall be reimbursed from the Reserve Account and payments required by this Resolution to be made to the Reserve Account shall be increased each month by 1/12 of the amount so advanced by the Government.

(L) Records and Audits. The Issuer shall keep books and records of the Pledged Revenues, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any owner of a Bond or Bonds issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

So long as any of the Bonds shall be outstanding, the Issuer will furnish on or before one hundred eighty (180) days after the close of each Fiscal Year, to any Bond owner who shall request the same in writing, copies of an annual audit report prepared by an independent public accountant or an auditing official of the State of Florida, covering for the preceding Fiscal Year, in reasonable detail, the revenues which are pledged to the payment of the Bonds.

(M) Approvals. The Issuer certifies that the Bonds and the Project have been properly approved as required by law and that the Mayor accepts responsibility that the issuance of the Bonds is an appropriate use of taxpayer dollars.

(N) Provision of Information. The Issuer is to provide specific information to the Government on a periodic basis for inclusion in various internal and publicly-available reports.

(O) Enforcement of Collections. The Issuer will diligently enforce and collect the Pledged Revenues, and will take all steps, actions and proceedings for the enforcement and collection of such Pledged Revenues as shall become delinquent to the full extent permitted or authorized by law, and will maintain accurate records with respect thereof. All such assessments herein pledged shall, as collected, be held in trust to be applied as provided in this Resolution and not otherwise.

The Issuer hereby covenants that it will impose the Fire Services Assessments in any year the Bonds are outstanding in an amount adequate to meet the full payment of the debt service, reserve requirements and other payment obligations provided herein.

(P) Compliance with Laws and Regulations. The Issuer covenants and agrees to perform and comply with, in every respect, the loan and grant agreements which it might have with the Government, or with any other governmental agency and all applicable State laws and regulations and to continually operate and maintain the Project in good condition.

(Q) Remedies. Any owner of the Bonds issued under the provisions hereof may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any holder of such Bonds any lien on any real property of the Issuer.

(R) Records and Audits. The Issuer shall keep books and records of the Pledged Revenues, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any owner of a Bond or Bonds issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

So long as any of the Bonds shall be outstanding, the Issuer will furnish on or before one hundred eighty (180) days after the close of each Fiscal Year, to any Bond owner who shall request the same in writing, copies of an annual audit report prepared by an independent public accountant or an auditing official of the State of Florida, covering for the preceding Fiscal Year, in reasonable detail, the revenues which are pledged to the payment of the Bonds.

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ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01. Modification or Amendment. No material modification or amendment of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the owners of two-thirds or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation, or reduce the number of such Bonds the written consent of the owners of which are required by this Section for such modifications or amendments, without the consent of the owners of all such Bonds.

4.02. Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the revenues of the Project ranking prior and superior to the lien created by this Resolution, for the benefit of the Bonds herein authorized.

4.03. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Bonds issued hereunder.

4.04. Notes Authorized for Interim Financing. Pursuant to authority granted by Section 215.431, Florida Statutes, the Issuer is authorized to issue its negotiable notes from time to time for the purposes authorized by this Resolution, and for the purpose of obtaining interim financing. Prior to the sale of the Bonds authorized by this Resolution, the Issuer may issue its notes as hereafter provided and as provided in Section 215.431, Florida Statutes. The notes, if any, shall be issued only with the approval of Rural Development. Any such notes authorized by the Issuer shall be issued upon the adoption of a resolution by the Issuer specifying the amount of notes to be issued, the maturity of such notes, the denomination, date and the rate of interest which shall be borne by such notes which shall not be at a rate greater than the highest rate authorized by law. Any such notes issued may be sold in the manner provided by Section 215.431, Florida Statutes.

4.05 Validation Authorized. If required by the Government, the Issuer's Attorney is hereby authorized and directed to institute appropriate proceedings in the Circuit Court in and for Jackson County, Florida, for the validation of said Bonds and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer the pleadings in such proceedings.

4.06. Bonds Authorized to be Sold at Public or Private Sale. The Bonds may be sold at public or private sale at such rate or rates of interest as shall be determined by the Issuer.

4.07. Conflicts Repealed. All resolutions of the City of Marianna which are in conflict or inconsistent with this Resolution are, to the extent of such conflict or inconsistency hereby repealed.

4.08. Tax Covenant. The Issuer covenants to the purchasers of the Bonds provided for in this Resolution that the Issuer will not make any use of the proceeds of the Bonds at any time during the term of the Bonds which, if such use had been reasonably expected on the date the

Bonds were issued, would have caused such bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuer will comply with the requirements of the Code and any valid and applicable rule and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Bonds from the gross income of the holders thereof for purposes of federal income taxation.

4.09. Defeasance. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to all the Bonds herein authorized, then, and in that event, the pledge of and lien on the funds pledged in favor of the owners of the Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the owners of the Bonds in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and redemption premiums, if any, and interest on the Bonds in accordance with their terms, the paying agents' fees and expenses with respect thereto and any other expenses occasioned by escrow arrangements or provision for redemption, shall be considered "provision for payment". Nothing herein shall be deemed to require the Issuer to call any Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption, except that if any of the Bonds shall be held by the

Government, the Bonds shall be called for redemption as a whole within a period not exceeding six months from the date of such deposit, unless the Government shall agree otherwise in writing. Government held obligations will not be defeased.

4.10. Effective Date. This Resolution shall take effect upon adoption by the City Commission.

Adopted by the City Commission of the City of Marianna, Florida on t h e _ _ day of _ _ 2019.

CITY COMMISSION OF THE CITY OF
MARIANNA, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney