

BMO Draft #2
6/8/2015

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF THE NOT TO EXCEED \$13,750,000 CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2015 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING DEBT OF THE ISSUER AS DESCRIBED HEREIN AND PAYING COSTS RELATED THERETO; PROVIDING THAT THE SERIES 2015 BOND SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM PLEDGED REVENUES, AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF THE SERIES 2015 BOND; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH SERIES 2015 BOND TO THE PURCHASER, PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; AUTHORIZING OTHER REQUIRED ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA:

SECTION 1. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 125, Florida Statutes, the County Charter, Ordinance No. 98-02 enacted on March 31, 1998, as amended and supplemented, and other applicable provisions of law (collectively, the "Act").

SECTION 2. Definitions. All capitalized undefined terms shall have the same meaning as set forth in this Ordinance. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Additional State Revenue Sharing Funds" shall mean 50% of the funds received in the prior year by the Issuer from the Revenue Sharing Trust Fund for Counties minus the Guaranteed Entitlement and the Second Guaranteed Entitlement.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or other national recognized bond counsel firm.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the principal office of such Purchaser is lawfully closed.

"Chairman" shall mean the Chairman of the Board of County Commissioners of Leon County, Florida and such term shall also include the Vice Chairman or the Chairman's designee.

"Clerk" shall mean the Clerk of the Circuit Court and Comptroller, or any assistant or deputy County Clerk of the Issuer.

"Commitment" means the Commitment dated May 20, 2015, for purchase of the Series 2015 Bond and the provision of a term loan financing, submitted to the Issuer by the Purchaser and accepted by the Issuer with such changes as agreed to by the Issuer and the Purchaser.

"County Attorney" shall mean Herbert W.A. Thiele, Esq.

"Escrow Deposit Agreement" shall mean the escrow deposit agreement between the Issuer and the Escrow Holder dated as of the date of closing in substantially the form attached hereto as Exhibit E.

"Escrow Holder" shall mean U.S. Bank National Association and its successor and assigns.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Guaranteed Entitlement Revenues" shall mean the guaranteed entitlement revenues received by the Issuer pursuant to Chapter 218, Part II, Florida Statutes, and defined therein as "Guaranteed Entitlement".

"Issuer" shall mean Leon County, Florida, a political subdivision of the State.

"Loan Agreement" means the agreement or agreements between the Purchaser and the Issuer setting forth the terms and details of the Loan, in substantially the form attached hereto as Exhibit A with such modifications or changes thereto as may be necessary or desirable, in the

opinion of the County Attorney and Bond Counsel, to conform the terms thereof to the terms of the Commitment or to secure for the Issuer any additional rights or privileges not inconsistent with the terms of the Commitment, such approval to be presumed by the execution and delivery thereof by the Issuer to the Purchaser.

"Local Government Half-Cent Sales Tax" shall mean the local government half-cent sales tax revenues received by the Issuer pursuant to Chapter 218, Part VI, Florida Statutes.

"Ordinance" shall mean this Ordinance as from time to time amended or supplemented in accordance with the terms hereof.

"Original Ordinance" shall mean Ordinance No. 98-02 enacted on March 31, 1998 as amended and supplemented from time to time.

"Owner" or "Owners" shall mean the Person or Persons in whose name or names the Series 2015 Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Ordinance.

"Parity Bonds" shall mean the Series 2012A Bonds, the Series 2012B Bonds and the Series 2014 Bond.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean collectively, (i) the Local Government Half-Cent Sales Tax (ii) the Guaranteed Entitlement Revenues (iii) the Second Guaranteed Entitlement and (iv) the Additional State Revenue Sharing Funds, all as defined herein.

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"Purchaser" shall mean Capital City Bank Group, Inc. and its successors and assigns.

"Refunded Bonds" shall mean the Series 2005 Bonds maturing on October 1, [2015 through 2017].

"Series 2005 Bonds" shall mean the remaining outstanding \$54,695,000 Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2005.

"Series 2012A Bonds" shall mean the \$8,267,000 Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2012A authorized by Ordinance No. 2012-13 enacted on November 13, 2012.

"Series 2012B Bonds" shall mean the \$12,956,000 Leon County, Florida Taxable Capital Improvement Revenue Refunding Bonds, Series 2012B authorized by Ordinance No. 2012-13 enacted on November 13, 2012.

"Series 2012 Bonds" shall mean, collectively, the Series 2012A Bonds and the Series 2012B Bonds.

"Series 2014 Bond" shall mean the \$16,200,000 Capital Improvement Revenue Refunding Bonds, Series 2014 authorized by Ordinance No. 2014-11 enacted on July 8, 2014.

"Series 2015 Bond" shall mean the not to exceed \$13,750,000 Capital Improvement Revenue Refunding Bonds, Series 2015 authorized herein.

"Second Guaranteed Entitlement Revenues" shall mean the second guaranteed entitlement revenues received by the Issuer pursuant to Chapter 218, Part II, and defined therein as the "Second Guaranteed Entitlement for counties."

"State" shall mean the State of Florida.

SECTION 3. Findings.

(A) For the benefit of its citizens, the Issuer finds, determines and declares that it is necessary for the continued preservation of the welfare and convenience of the Issuer and its citizens to current refund the Refunded Bonds. Issuance of the Series 2015 Bond to refund the Refunded Bonds satisfies a public purpose.

(B) The Issuer previously issued the Parity Bonds and pledged the Pledged Revenues to the payment thereof.

(C) The Pledged Revenues are not now pledged or encumbered in any manner, except to the payment of the Parity Bonds. The Series 2015 Bond shall be payable from a lien on the Pledged Revenues on equal and ratable to the lien on the Parity Bonds, as provided herein.

(D) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Series 2015 Bond or to make any other payments to be made hereunder. The Series 2015 Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(E) The estimated Pledged Revenues for the payment thereof will be sufficient to pay all principal of and interest on the Series 2015 Bond to be issued hereunder and the Parity Bonds, as the same become due, and to make all required reserve or other payments required by the Original Ordinance and this Ordinance.

(F) The Issuer has received an offer from the Purchaser to purchase the Series 2015 Bond.

(G) In consideration of the purchase and acceptance of the Series 2015 Bond authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Ordinance shall constitute a contract between the Issuer and the Purchaser or any subsequent Owner.

SECTION 4. Authorization of Series 2015 Bond and Refunding. Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as the “Leon County, Florida Capital Improvement Revenue Refunding Bond, Series 2015” is hereby authorized to be issued under and secured by this Ordinance in the principal amount of not to exceed \$13,750,000 for the purpose of refunding the Series 2005 Bonds and paying the costs of issuing the Series 2015 Bond. The refunding of the Refunded Bonds is hereby authorized.

Because of the characteristics of the Series 2015 Bond, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2015 Bond, it is in the best interest of the Issuer to accept the offer of the Purchaser to purchase the Series 2015 Bond at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Series 2015 Bond, the Issuer shall receive from the purchaser of the Series 2015 Bond, the Purchaser’s Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The Series 2015 Bond is hereby sold to Capital City Bank Group, Inc. pursuant to the terms of the Commitment attached hereto. The Series 2015 Bond shall be issued as one bond to the Purchaser.

SECTION 5. Approval of the Loan Agreement and Series 2015 Bond. The Loan Agreement and the Series 2015 Bond, in substantially the form attached hereto as Exhibit A, are approved, and the Chairman and Clerk are authorized to execute and deliver the Loan Agreement and the Series 2015 Bond to the Purchaser, and to take such other actions as shall be necessary to consummate the Series 2015 Bond and conform the Loan Agreement to the Commitment.

SECTION 6. Application of Proceeds of Loan. The proceeds, including accrued interest and premium, if any, received from the sale of the Series 2015 Bond shall be applied by the Issuer simultaneously with the delivery of such Series 2015 Bond to the purchaser thereof, as follows:

A. A sum specified in the Escrow Deposit Agreement which, together with other funds of the Issuer, will be sufficient to pay the principal of, interest on, premium, if any, and other costs and obligations incurred with respect to the Refunded Bonds as the same shall become due or redeemed. Such Escrow Deposit Agreement is hereby approved and the Chairman and Clerk are hereby authorized to execute and deliver such Escrow Deposit Agreement.

B. The remaining proceeds, if any, shall be used to pay the Costs of Issuance in connection with the issuance, delivery and sale of the Series 2015 Bond. For purposes of this Ordinance, "Costs of Issuance" includes, legal fees, any fees of the Purchaser and all other miscellaneous costs associated with the issuance of the Series 2015 Bond.

SECTION 7. Authorization of Other Action. The Chairman, the Clerk, and the County Attorney are each designated agents of the Issuer in connection with the execution and delivery of the Loan Agreement and the Series 2015 Bond and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer, including a Tax Certificate, which are necessary or desirable in connection with the execution and delivery of the Loan Agreement and the Series 2015 Bond to the Purchaser, including, but not limited to, the making of modifications to the Loan Agreement and the Series 2015 Bond to conform the provisions thereof to the provisions of the Commitment.

SECTION 8. Repeal of Inconsistent Provisions. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. Severability. If any one or more of the covenants, agreements, or provisions of this Ordinance 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, and in no way affect the validity of all other provisions of the Ordinance or of the Series 2015 Bond or Loan Agreement delivered hereunder.

SECTION 10. Business Days. In any case where the due date of interest on or principal of the Series 2015 Bond is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

SECTION 11. Effective Date. This Ordinance shall take effect immediately upon its enactment.

DULY PASSED AND ENACTED by the Board of County Commissioners of Leon County, Florida on this _____ day of June, 2015.

BOARD OF COUNTY COMMISSIONERS OF
LEON COUNTY, FLORIDA

By: _____
MARY ANN LINDLEY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

ROBERT B. INZER, CLERK OF THE COURT
AND COMPTROLLER

By: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

EXHIBIT A
LOAN AGREEMENT

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that _____ (the "Purchaser") has not required Leon County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$_____ Capital Improvement Refunding Revenue Bond, Series 2015 (the "Series 2015 Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Series 2015 Bond, is relying on Bond Counsel or the County Attorney as to any such matters other than the legal opinions rendered by Bond Counsel and by the County Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Ordinance No. ____ enacted by the Board of County Commissioners of the Issuer on _____, 2015 (the "Ordinance").

We are aware that purchase of the Series 2015 Bond involves various risks, that the Series 2015 Bond is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Series 2015 Bond is secured solely from the sources described in the Ordinance (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our decision, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Series 2015 Bond and can bear the economic risk of our purchase of the Series 2015 Bond.

We acknowledge and understand that the Ordinance is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the County Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Series 2015 Bond for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Series 2015 Bond may not be transferred in a denomination less than the outstanding amount of the Series 2015 Bond.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2015 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder, or a "qualified institutional buyer" (as defined under Rule 144A under the Securities Act).

DATED this ____ of _____, 2015.

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with Leon County, Florida (the "Issuer") for the private purchase of its \$_____ Capital Improvement Refunding Revenue Bond, Series 2015 (the "Series 2015 Bond"). Prior to the award of the Series 2015 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Series 2015 Bond (such fees and expenses to be paid by the Issuer):

\$_____
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2015 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2015 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$ 0_____.

4. The management fee to be charged by the Purchaser is \$ 0_____.

5. Truth-in-Bonding Statement:

The Series 2015 Bond is being issued primarily to refund the outstanding \$54,695,000 Leon County, Florida Capital Improvement Revenue Refunding Bonds, Series 2005.

Unless earlier prepaid, the Series 2015 Bond is expected to be repaid by October 1, ____; at an interest rate of ____%, total interest paid over the life of the Series 2015 Bond is estimated to be \$_____.

The Series 2015 Bond will be payable solely from the Pledged Revenues of the Issuer, in the manner and to the extent described in Ordinance No. _____ of the Issuer enacted on _____, 2015 (the "Ordinance"). See the Ordinance for a definition of Pledged Revenues. Issuance of the Series 2015 Bond is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Series 2015 Bond. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this ____ day of _____, 2015.

By: _____

Name: _____

Title: _____

EXHIBIT D

COMMITMENT LETTER OF PURCHASER

EXHIBIT E

FORM OF ESCROW DEPOSIT AGREEMENT