

RESOLUTION NO. 2018-3

A RESOLUTION OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH HANCOCK WHITNEY BANK AND AN INITIAL LEASE/PURCHASE TRANSACTION OF NOT TO EXCEED \$3,400,000 TO FINANCE THE LEASE PURCHASE OF TWO BELL 407 HELICOPTERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ESCROW FUND AND ACCOUNT CONTROL AGREEMENTS, IF NECESSARY; DELEGATING CERTAIN AUTHORITY TO THE CHAIRMAN AND DIRECTOR OF THE DISTRICT WITH RESPECT TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT; AUTHORIZING THE REIMBURSEMENT OF CERTAIN COSTS RELATING TO ACQUISITION OF SUCH HELICOPTERS; DESIGNATING THE INITIAL LEASE/PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MANATEE COUNTY MOSQUITO CONTROL DISTRICT, AS FOLLOWS:

SECTION 1. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless some other meaning is plainly intended:

"Board" means the Board of Commissioners of the District.

"Chairman" means the Chairman of the Board, and in his or her absence or unavailability, any other member of the Board and such other persons who may be duly authorized to act on the Chairman's behalf.

"County" means Manatee County, Florida.

"Director" means the Director of the District, and in his or her absence or unavailability, the Assistant Director to the District or such other persons who may be duly authorized to act on the Director's behalf

"District" means the Manatee County Mosquito Control District, created by Chapter 2002-332, Laws of Florida.

"Equipment" shall mean the two Bell 407 helicopters to be lease-purchased by the District pursuant to the terms and provisions of the Lease/Purchase Agreement, as more particularly described in the District's plans and records.

"Escrow Fund Agreement" means any Escrow Fund and Account Control Agreements that may be executed between the District, the Lessor and the escrow fund custodian in connection with a lease-purchase transaction under the Lease/Purchase Agreement, in form and substance acceptable to the District, the Lessor and the escrow fund custodian.

"Lease/Purchase Agreement" shall mean the Master Equipment Lease/Purchase Agreement to be executed between the District and the Lessor, the substantial form of which is attached hereto as Exhibit A. The term "Lease/Purchase Agreement" includes all (i) schedules and other documents attached to, or delivered in connection with, the Master Equipment Lease/Purchase Agreement and (ii) all supplements to and amendments of the Master Equipment Lease/Purchase Agreement.

"Lessor" shall mean Hancock Whitney Bank, its successors and assigns.

"Resolution" shall mean this Resolution adopted by the Board on the date hereof, as it may be amended and supplemented from time to time.

"Secretary" means the Secretary/Treasurer of the Board, and in his or her absence or unavailability, any other member of the Board and such other persons who may be duly authorized to act on the Secretary's behalf.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Resolution.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. FINDINGS. The Board hereby finds and determines that:

(A) The District has various capital equipment needs in the form of the Equipment that must be leased and/or acquired in order to maintain and protect the health, safety, education and welfare of the citizens of the District.

(B) The Director solicited proposals from certain financial institutions to provide lease purchase financing for the Equipment.

(C) The proposal submitted by the Lessor, a copy of which is attached hereto as Exhibit A, is the most beneficial to the District.

(D) The most efficient and cost-effective method of leasing the Equipment is through the lease-purchase financing arrangement established pursuant to the Lease/Purchase Agreement.

(E) The payments to be made under the Lease/Purchase Agreement shall be made solely from legally available funds budgeted and appropriated by the District, pursuant to and as described in the Lease/Purchase Agreement, it being understood that the payment obligations represented thereby shall not be or constitute a general obligation of the District, the County, or the State of Florida, or any political subdivision or agency thereof, a pledge of the faith and credit of the District, the County or the State of Florida, or any political subdivision or agency thereof, or a lien upon any property of or located within the boundaries of the District.

(F) It is reasonably anticipated that not more than \$10,000,000 of tax-exempt obligations (other than obligations described in Section 265(b)(3)(c)(ii) of the Code) will be issued by the District in calendar year 2018.

SECTION 3. AUTHORIZING THE LEASE OF THE EQUIPMENT. The District hereby authorizes and empowers the lease-purchase of Equipment pursuant to the terms and provisions of the Lease/Purchase Agreement.

SECTION 4. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LEASE/PURCHASE AGREEMENT. The Board hereby authorizes and directs the Chairman and Secretary to execute the Lease/Purchase Agreement and to deliver it to the Lessor. The Lease/Purchase Agreement shall be in substantially the form attached hereto as Exhibit B with such changes, amendments, modifications, deletions and additions, including the date of such Lease/Purchase Agreement, as may be approved by the Chairman. Execution by the Chairman of the Lease/Purchase Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 5. AUTHORIZATION OF EXECUTION AND DELIVERY OF ESCROW FUND AGREEMENTS. The Board hereby authorizes and directs the Chairman and Secretary to execute Escrow Fund Agreements and to deliver them to the Lessor and the escrow fund custodian, if required with respect to any particular lease purchase transaction under the Lease/Purchase Agreement. Any Escrow Fund Agreement shall be in substantially the form as may be approved by the Chairman. Execution by Chairman of the Escrow Fund Agreements shall be deemed to be conclusive evidence of approval of such changes.

SECTION 6. DELEGATION OF AUTHORITY; RATIFICATION OF PRIOR ACTIONS. The Chairman, the Secretary and the Director are each hereby authorized and directed to take all action required under the Lease/Purchase Agreement to accomplish the lease of Equipment from time to time for the benefit of the District. The Board hereby ratifies and confirms all acts of District staff taken prior to the date

hereof in furtherance of the purposes hereof, including, but not limited to, the solicitation of proposals from financial institutions to finance the lease-purchase the Equipment, negotiation, execution and delivery of aircraft purchase agreements for the Equipment and payment of any deposits required in connection therewith.

SECTION 7. TAXING POWER NOT PLEDGED. The District's payment obligations under the provisions of the Lease/Purchase Agreement shall not be deemed to constitute a pledge of the faith and credit of the District, but shall be payable from the legally available funds budgeted and appropriated in the manner provided in the Lease/Purchase Agreement. The execution of the Lease/Purchase Agreement shall not directly, indirectly or contingently obligate the District to levy or to pledge any form of ad valorem taxation whatsoever therefore. The Lessor shall never have the right to compel any exercise of the ad valorem taxing power on the part of the District to make any payments under the Lease/Purchase Agreement.

SECTION 8. ALTERNATIVE METHOD. This Resolution shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Resolution, being necessary for the health, safety, education and welfare of the inhabitants and/or property owners of the District, shall be liberally construed to effect the purposes hereof.

SECTION 9. OFFICIAL INTENT TO REIMBURSE. It is the intent of the Board to reimburse various costs and expenditures relating to the acquisition of the Equipment, all of which costs and expenditures represent capital expenditures to be paid from the District's Local Fund. It is reasonably expected that such reimbursement shall come from the proceeds of the initial lease-purchase transaction under the Lease/Purchase Agreement which are not expected to exceed, in the aggregate, \$3,400,000. It is currently the intention of the Board to pay rental payments pursuant to the Lease/Purchase Agreement from its ad valorem tax revenues. The expenditures to be reimbursed shall be consistent with the Board's budgetary and financial policy as being the type of expenditures which are paid on a long-term basis.

SECTION 10. DESIGNATION OF THE LEASE/PURCHASE AGREEMENT AS A QUALIFIED TAX-EXEMPT OBLIGATION. The District hereby designates the initial lease under the Lease/Purchase Agreement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. This designation is based upon the findings of the District set forth in Section 2(F) hereof and the Chairman and the Secretary are authorized to certify such finding upon in connection with the initial lease-purchase transaction under the Lease/Purchase Agreement.

SECTION 11. GENERAL AUTHORITY. The members of the Board and the officers, attorneys and other agents or employees of the District are hereby authorized

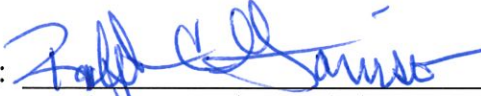
to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 12. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution which shall remain in full force and effect.

SECTION 13. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

ADOPTED at a Regular Meeting this 10th day of September, 2018.

**MANATEE COUNTY MOSQUITO
CONTROL DISTRICT**

By: 

Ralph C. Garrison, Chairman

ATTEST:



Michael D. Daugherty, Secretary/Treasurer