

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-17

AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

WHEREAS, the Lessee (The City of Franklin) is a political subdivision of the State of Ohio (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("City Council") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto ("Property Leases") in the principal amount not exceeding the amount of Sixty Five Thousand Five Hundred Dollars (\$65,500.00) ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:
Fire Command Vehicle

WHEREAS, Huntington Public Capital Corporation or an affiliate or related entity ("Lessor") is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. The City Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. The City Manager is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the City Manager deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Section 2. By a written instrument signed by the City Manager, the City Manager may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the

Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 6. As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 8. This Resolution shall become effective immediately upon its passage.

ADOPTED: March 4, 2024

ATTEST: Khristi Dunn
Khristi Dunn, Clerk of Council

APPROVED: Brent W. Centers
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on March 4, 2024.

Khristi Dunn
Khristi Dunn, Clerk of Council

**EQUIPMENT SCHEDULE NO. 003,
BETWEEN CITY OF FRANKLIN, OHIO, AS LESSEE
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR**

DATED AS OF: **March 6, 2024**

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement No. **18042** dated **August 23, 2023** (the "Agreement") and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the Lease Term with respect thereto, the Lease Payments therefor and the location thereof.

1. Equipment Description: **See Attached Exhibit A**

2. Amount Financed and Lease Payments:

a. Equipment Cost: **\$65,500.00**

b. Total Lease Payments: **\$71,591.08**

Lessee shall pay Lessor **(4) Four Annual** Lease payments in **Arrears** (the "Lease Payments"), as follows (with the schedule of amortization as set forth in Exhibit B attached hereto):

No(s):	Amount:	Commencing:
4	\$17,897.77	June 30, 2024

3. Lease Commencement Date: **March 6, 2024** (Office Use Only)

4. Lease Termination Date: **June 30, 2027**

5. Equipment Location: **1 Benjamin Franklin Way
Franklin, OH 45005**

6. Legal Name of Lessee: **City of Franklin, Ohio**

7. The Agreement is incorporated into this Equipment Schedule by reference and made a part hereof.

8. Other Provisions: **None**

9. Lessee acknowledges that (i) this Schedule is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, (ii) including this Schedule, Lessee has not designated more than \$10,000,000 of obligations issued during the calendar year in which the Lease Commencement Date occurs as qualified tax obligations, and (iii) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of section 265(b) of the Code during the calendar year in which the Lease Commencement Date occurs will not exceed \$10,000,000.

[The next page is the signature page of this Equipment Schedule.]