TOWN OF PARADISE
RESOLUTION NO. 16-55

A RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2016-2017, THE ISSUANCE AND SALE OF A 2016-2017 TAX AND REVENUE ANTICIPATION NOTE THEREFORE, AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO

WHEREAS, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary Notes;

WHEREAS, this Town Council (the "Town Council") of the Town of Paradise (the "Town") has determined that a sum not to exceed two million two hundred and fifty thousand dollars ($2,250,000) (the "Principal Amount"), is needed for the requirements of the Town, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of obligations or indebtedness of the Town, and that it is necessary that said Principal Amount be borrowed for such purposes at this time by the issuance of a Note (defined herein) therefor in anticipation of the receipt of taxes, income, revenue, cash receipts or other moneys to be received by the Town for the general fund of the Town;

WHEREAS, the Note shall be a general obligation of the Town, and to the extent not paid from taxes, income, revenue, cash receipts or other moneys pledged to the repayment thereof, shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as required by Section 53857 of the Act;

WHEREAS, the Note shall not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are being anticipated and during which the Note is outstanding, all as provided in Section 1.103-14(c) of the Income Tax Regulations;

WHEREAS, it appears, and this Town Council hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts or other moneys of the Town, and available to pay principal and interest on the Note;

WHEREAS, no money has heretofore been borrowed during fiscal year 2016-17 ("Fiscal Year 2016-17") by or on behalf of the Town through the issuance of tax and revenue anticipation note or temporary notes in anticipation of the receipt of such uncollected taxes, income, revenue, cash receipts and other moneys;

WHEREAS, pursuant to Section 53856 of the Act, certain moneys of the Town can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, this Town Council desires to approve the form of a purchase contract for the Note (the "Contract of Purchase"), in substantially the form presented hereto, with the final form thereof determined upon execution by an Authorized Officer (as defined herein);

WHEREAS, the Note shall be offered for sale to U.S. Bank National Association (the "Purchaser") pursuant to the terms and provisions of this Resolution and the Contract of Purchase; and

WHEREAS, pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), under certain circumstances, certain obligations the interest on which is exempt from federal income tax under Section 103 of the Code may be designated by the issuer thereof as "qualified tax-exempt obligations," thereby allowing certain financial institutions that are holders of such qualified tax-exempt obligations to deduct for federal income tax purposes a portion of such institution's interest expense that is allocable to such qualified tax-exempt obligations, all as determined in accordance with Sections 265 and 291 of the Code; and

WHEREAS, this Town Council wishes to designate the Notes as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the Town in its sale of the Note;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARADISE AS FOLLOWS:

Section 1. **Recitals.** All the recitals in this Resolution above are true and correct and this Town Council so finds, determines and represents.

Section 2. **Authorization of Issuance of Note; Terms Thereof.** As required by law, the Town hereby determines to and shall issue, in an amount not-to-exceed a Principal Amount of $2,250,000, a note or notes under Sections 53850 *et seq.* of the Act, designated "Town of Paradise (Butte County, California) 2016-17 Tax and Revenue Anticipation Note" (collectively, the "Note"); to be in denominations of One Hundred Thousand Dollars ($100,000) principal amount or any integral multiple of Five Thousand Dollars ($5,000) in excess thereof, to be dated the date of delivery thereof; to mature (with option of prior redemption as provided herein) no later than thirteen months after the date of issuance (based on a 30-day month/360-day year basis); and to bear interest, payable at maturity and computed on a 30-day month/360-day year basis, at the rate or rates set forth in the Contract of Purchase, but not in excess of that permitted by law. Both the principal of and interest on the Note shall be payable, only upon surrender thereof, in lawful money of the United States of America at the principal office of the Purchaser. The Note shall be subject to redemption prior to maturity, at the option of the Town,

from any source of available funds, in whole or in part, at a redemption price equal to the principal amount or portion thereof called for redemption, together with interest accrued to the date fixed for redemption, without premium. The Town shall be required to provide the Purchaser 30-day written notice of any such redemption.

Section 3. **Form of Note; Sale of Note.** The Note shall be issued in the form of and represented by one physical Note in the full principal amount thereof, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Note shall be sold to U.S. Bank National Association, as the initial purchaser thereof (the "Purchaser"). Unless otherwise set forth in the Contract of Purchase, ownership of the Note may not thereafter be transferred by the Purchaser for any reason. There shall be simultaneously delivered with the Note the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation respecting the validity of said Note and, immediately following such legal opinion, a certificate executed with the manual or facsimile signature of the Mayor of the Town (the "Mayor"), said certificate to be in substantially the following form:

> I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion regarding the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.
>
> [Manual/Facsimile Signature]
> Mayor, Town of Paradise

Section 4. **Deposit of Note Proceeds; No Arbitrage.** The moneys so borrowed shall be deposited with the Town into a segregated account within the General Fund of the Town and shall be pledged to the payment of the Note to the extent sufficient Pledged Revenues and other legally available Unrestricted Revenues are not deposited into the Repayment Fund (as such terms defined below). The Town hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"); and, to that end, so long as the Note is outstanding, the Town, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be "arbitrage bonds."

Section 5. Payment of Note.

(A) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose) which are which are intended as receipts for the general fund of the Town and which are generally available for the payment of current expenses and other obligations of the Town (collectively, the "Unrestricted Revenues"). To the extent the Note matures during the fiscal year succeeding Fiscal Year 2016-17, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to Fiscal Year 2016-17

The Note shall be a general obligation of the Town, and to the extent the Note is not paid from the Unrestricted Revenues pledged to the repayment therefore pursuant to Section 5(B) hereof, the Note shall be paid with interest thereon from any other moneys of the Town lawfully available therefor, as provided in this Resolution and by law.

(B) Pledged Revenues. Except as otherwise provided in the Note or in the Contract of Purchase, as security for the payment of the principal of and interest on the Note, the Town pledges an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues by the Town received in the month ending January 31, 2017; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the Unrestricted Revenues received by the Town in the month ending April 30, 2017; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from Unrestricted Revenues received by the Town in the month ending April 30, 2017 (such pledged amounts being hereinafter called the "Pledged Revenues").

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the Town from such Pledged Revenues as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the Town to permit the deposit into the Repayment Fund, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues in any month, then the amount of such deficiency shall be satisfied and made up from any other moneys of the Town lawfully available for the repayment of the Note and the interest thereon.

(C) Covenant Regarding Additional Short Term Borrowing. The Town covenants and warrants that it will not request the Butte County Treasurer-Tax Collector to make temporary transfers of funds in the custody thereof to meet any obligations of the Town during Fiscal Year 2015-16 pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be held by the Town in a special fund hereby authorized to be created within the

General Fund of the Town and designated as the "Town of Paradise 2016-17 Tax and Revenue Anticipation Note Repayment Fund" (herein called the "Repayment Fund") and applied as directed in this Resolution. The Town shall invest money in the Repayment Fund as provided in Section 5(E) hereof. Any moneys accounted for in the Repayment Fund shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.

(E) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited in and accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues deposited for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Note, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the Town. On the maturity date of the Note, the moneys in the Repayment Fund shall be used to pay the principal of and interest on the Note and any excess remaining in the Repayment Fund after payment of Note shall be transferred to the Town.

Moneys in the Repayment Fund shall be invested in investment securities or other investments permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time, including investments authorized by Section 9 hereof, provided that no such investment shall have a maturity date later than the Maturity Date of the Note.

Section 6. Execution of Note. The Mayor, or a designated deputy thereof, is hereby authorized to sign the Note manually or by facsimile signature, and the Town Manager (the "Town Manager") is hereby authorized to countersign the Note manually or by facsimile signature, provided that at least one of the foregoing shall sign manually, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

Section 7. Approval of Contract of Purchase. The form of Contract of Purchase for the Note, by and between the Town and the Purchaser, substantially in the form on file with the Clerk or Secretary of the Town Council, is hereby approved. The Mayor, Town Manager, or a designated deputy thereof (the "Authorized Officers"), each alone, are each hereby requested to acknowledge such Contract of Purchase with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Note shall not exceed that authorized by law. The Authorized Officers, each alone, are hereby further authorized to determine the maximum Principal Amount of Note to be specified in the Contract of Purchase, up to $2,250,000, and to enter into and execute the Contract of Purchase with the Purchaser, if the conditions set forth in this Resolution are satisfied.

Section 8. Delivery of Note. The proper officers of the Town are hereby authorized and directed to deliver the Note to the Purchaser in accordance with the Contract of

Purchase. All actions heretofore taken by the officers and agents of the Town with respect to the sale and issuance of the Note are hereby approved, confirmed and ratified, and the officers of the Town Council are hereby authorized and directed, for and in the name and on behalf of the Town Council, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with this Resolution.

Section 9. **Authorization to Invest Proceeds.** Pursuant to Section 53601(l) of the Government Code of the State of California, the following are hereby designated as authorized investments for the proceeds of the Note and for the moneys in the Repayment Fund: (i) a guaranteed investment contract with (a) a financial institution or insurance company which has or its guarantor has at the date of execution thereof one or more outstanding issues of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated not lower than the second highest rating category (without regard to subcategories) by Moody's Investors Service and by Standard & Poor's Rating Service, (ii) the Local Agency Investment Fund administered by the State of California, and (iii) the Butte County Investment Pool.

Section 10. **Other Actions.** (A) Officers of the Town Council and Town officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Note and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(B) Notwithstanding any other provision herein, the provisions of this Resolution as they relate to the terms of the Note may be amended by the Contract of Purchase.

(C) The Town Council hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel to the Town with respect to the issuance of the Note.

Section 11. **Designation as Qualified Tax-Exempt Obligation.** Based on the following representations of the Town, the Notes are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) the Notes are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Town, together with all of its subordinate entities, has not issued obligations (other than those obligations described in clause (iv) below) in calendar year 2015 the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code; (iii) the Town reasonably anticipates that it, together with its subordinate entities, will issue during the remainder of calendar year 2016 obligations (other than those obligations described in clause (iv) below) the interest on which is excluded from gross income for federal income tax purposes under to Section 103 of the Code which, when aggregated with all obligations described in clause (ii) above, will not exceed an aggregate principal amount of $10,000,000; (iv) and notwithstanding clauses (ii) and (iii) above, the Town and its subordinate entities may have issued in calendar year 2016 and may

continue to issue during the remainder of calendar year 2016 private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code.

Section 12. Action Regarding Qualified Tax-Exempt Obligation. Appropriate officials of the Town are hereby authorized and directed to take such other actions as may be necessary to designate the Notes as "qualified tax-exempt obligations," including, if either deemed necessary or appropriate, placing a legend to such effect on the form of Notes in such form as either deemed necessary or appropriate.

PASSED AND ADOPTED by the Town Council of the Town of Paradise this 13th day of September, 2016 by the following vote:

AYES: Greg Bolin, Steve "Woody" Culleton, Scott Lotter and Jody Jones, Mayor.

NOES: None

ABSENT: John J. Rawlings

NOT VOTING: None

[redacted]

Jody Jones, Mayor

ATTEST: September 14, 2016

BY: [redacted]

Dina Volenski, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: [redacted]

Dwight L. Moore, Town Attorney

EXHIBIT A

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE AUTHORIZING RESOLUTION AND THE PURCHASE CONTRACT, AS DEFINED HEREIN, TO PERSONS WITH THE EXPERIENCE AND FINANCIAL EXPERTISE TO UNDERSTAND AND EVALUATE THE HIGH DEGREE OF RISK INHERENT IN THIS INVESTMENT.

No. 1 TBD

TOWN OF PARADISE
(BUTTE COUNTY, CALIFORNIA)
2016-2017 TAX AND REVENUE ANTICIPATION NOTE
(Bank Qualified)

Rate of Interest:	Note Date:	Maturity Date:
1.80%	_____	June 30, 2017

OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: _____

FOR VALUE RECEIVED, the Town of Paradise (the "Town"), Butte County, California, acknowledges itself indebted to and promises to pay the Owner identified above, or registered assigns, at the principal office thereof, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

This Note shall be subject to redemption at any time prior to the Maturity Date, at the option of the Town, from any source of available funds, in whole or in part, at a redemption price equal to the Principal Amount or portion thereof of the Note called for redemption, together with interest accrued to the date fixed for redemption, without premium.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Note in the aggregate principal amount of _____ ($_____), all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Town Council of the Town of Paradise, duly passed and adopted on September 9, 2014, and under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1,

Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the Town, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Note has been designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, by resolution of the Town.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from State and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits but excepting therefrom moneys encumbered for a special purpose), which are intended as receipts for the general fund of the Town and generally available for the payment of current expenses and other obligations of the Town (collectively, the "Unrestricted Revenues"). As security for the payment of the principal of and interest on the Note the Town has pledged an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending January 31, 2017; plus an amount equal to fifty percent (50%) of the principal amount of the Note from the first Unrestricted Revenues received by the Town in the month ending April 30, 2017; plus an amount sufficient to pay interest on the Note through maturity and any deficiencies in amounts required to be deposited during any prior month, from the first Unrestricted Revenues received by the Town in the month ending April 30, 2017 (such pledged amounts being hereinafter collectively referred to as the "Pledged Revenues"). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the Town lawfully available therefor.

This Note shall not be transferable by the Owner hereof except upon surrender at the date of maturity or redemption thereof, and cancellation of this Note upon payment therefor. The Owner hereof shall be treated as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Town shall not be affected by any notice to the contrary.

Unless this certificate is presented to the issuer for payment thereof, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL.

IN WITNESS WHEREOF, the Town has caused this 2016-17 TAX AND REVENUE ANTICIPATION NOTE to be executed by the Mayor of the Town of Paradise, and countersigned by the Town Manager this __th day of _____, 2016.

TOWN OF PARADISE

By: _____[no signature; form only]_____
Mayor

Countersigned

By: _____[no signature; form only]_____
Town Manager

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Note therein described that was manually signed by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Note.

_____[no signature; form only]_____
Mayor, Town of Paradise