

RESOLUTION NO. 2021-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$2,600,000 TAXABLE NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2021B TO REFINANCE THE CITY'S OUTSTANDING NON-AD VALOREM REVENUE NOTE, SERIES 2017A AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

**Section 1:** *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "Issuer") and other applicable provisions of law (collectively, the "Act").

**Section 2:** *Definitions.* All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. 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.

*"Business Day"* shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Owner is lawfully closed.

*"Chief Financial Officer"* shall mean the Chief Financial Officer of the Issuer, or her designee.

*"City Administrator"* shall mean the City Administrator of the Issuer, or her designee.

*"City Attorney"* shall mean the City Attorney or any Assistant City Attorney of the Issuer.

*"City Clerk"* shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

*"City Council"* shall mean the City Council of the Issuer.

*"Debt Service Fund"* shall mean the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

*"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.

*"Lender"* shall mean PNC Bank, National Association, and its successors and assigns.

*"Maturity Date"* shall mean July 1, 2031.

*"Mayor"* shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the Deputy Mayor/City Administrator and/or the Chief Financial Officer to execute certificates, agreements and all other documents in connection with the issuance of the Note.

*"Non-Ad Valorem Revenues"* shall mean all legally available revenues of the Issuer other than ad valorem tax revenues.

*"Note"* shall mean the Issuer's Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B authorized by Section 4 hereof.

*"Note Counsel"* shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

*"Owner"* shall mean the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution. The Lender shall be the initial Owner.

*"Permitted Lender"* shall mean any affiliate of the Lender or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 or accredited investor under Rule 501 promulgated under the Securities Act of 1933, that is an affiliate of the aforementioned Persons.

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

*"Pledged Revenues"* shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein and moneys and investment income therefrom held in the Debt Service Fund created hereby.

*"Principal Office"* shall mean, with respect to the Lender, the office located at 201 North Franklin Street, Suite 1500, Tampa, Florida 33602 or such other office as the Lender may designate to the Issuer in writing.

*"Refunded Note"* shall mean the Issuer's Non-Ad Valorem Revenue Note, Series 2017A.

*"Resolution"* shall mean this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

*"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 in the best financial interests of the Issuer to provide funds, together with other legally available funds of the Issuer, if any, to refinance the Refunded Note for present value net debt service savings.

(B) Further, such transaction provides the proactive flexibility in a very favorable interest rate environment, but not the obligation, to permit a lease for operation (including construction of improvements) of the Issuer's marina without being subject to the private payment threshold under the federal tax law, and avoids the potential necessity to do so in a potentially significantly higher interest rate environment, which could then be costly to the Issuer.

(C) By taking advantage of the extremely low taxable interest rates in the current bond market, the Issuer should be able to refinance certain capital improvements made to the Issuer's marina and achieve some level of debt service savings, and, more importantly, free itself from all the federal tax restrictions applicable to the Refunded Note.

(D) Such transaction provides the Issuer with maximum flexibility in negotiating a lease for the Issuer's marina.

(E) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(F) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges,

regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the Issuer other than the Pledged Revenues.

(G) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(H) The Issuer, after soliciting proposals in response to a request for loan proposals distributed by the Issuer on January 27, 2021 for refinancing the Refunded Note and receiving multiple responses complying with the structure described in such request, has selected the Lender to purchase the Note.

**Section 4: Authorization of Note and Refinancing.** Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the “City of St. Petersburg, Florida Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B” is hereby authorized to be issued under and secured by this Resolution in the principal amount not to exceed \$2,600,000, together with other legally available funds of the Issuer, if any, for the purpose of refinancing the Refunded Note and paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is authorized. The refinancing heretofore described is also authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender’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.

**Section 5: This Resolution to Constitute Contract.** In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owner.

**Section 6: Description of the Note.** The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

- (A) **Interest Rate.** The Note shall have a fixed interest rate equal to 1.859% per annum (subject to adjustment upon the occurrence of certain events as provided in the Note) calculated on a 30/360-day count basis.



- (B) Principal and Interest Payment Dates. Interest on the Note shall be paid semi-annually on each January 1 and July 1, commencing July 1, 2021. Principal on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.
- (C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.
- (D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.
- (E) Original Denomination of the Note. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

**Section 7: Execution and Delivery of Note.** The Note shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

**Section 8: Registration and Exchange of the Note; Persons Treated as Owner.** The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Note may be exchanged or transferred by the Lender, in whole and not in part; *provided*, however, such transfers shall be only to the Permitted Lender and the Note may not be transferred in a denomination less than \$100,000 even in whole.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**Section 9: Payment of Principal and Interest; Limited Obligation.** The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and

thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

**Section 10: Covenant to Budget and Appropriate.** (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 18 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or

any Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of St. Petersburg, Florida Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B Debt Service Fund," which fund shall be a trust fund held by the Chief Financial Officer, which shall be held solely for the benefit of the Owner. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. The Issuer does further covenant and represent that it has the power under the Act to irrevocably pledge the Pledged Revenues to the payment of the principal and interest on the Note and that the pledge of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment, by any subsequent resolution, ordinance or other proceeding of the Issuer without the written consent of the Owner.

**Section 11. Application of Proceeds of Note.** The proceeds received from the sale of the Note together with other legally available funds on the Issuer, if any, shall be applied by the Issuer simultaneously with the delivery of the Note to the Lender, as follows:

(1) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note.

(2) The remaining funds shall be used to refinance the Refunded Note.

**Section 12: Amendment.** This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner.

**Section 13: Limitation of Rights.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained. This Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

**Section 14: Note Mutilated, Destroyed, Stolen or Lost.** In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver the new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and a lost bond affidavit, including the acknowledgment that there are no further obligations in respect to the mutilated, destroyed, stolen or lost Note, as applicable, and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such reasonable expenses as the Issuer may incur. The Note so surrendered shall be canceled.

**Section 15: Impairment of Contract.** The Issuer covenants with the Owner that it will not, without the written consent of the Owner of a majority in outstanding principal amount of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner hereunder.

**Section 16: Financial Information.** Not later than 270 days following the close of each Fiscal Year, the Issuer shall provide the Owner with an electronic copy of its Comprehensive Annual Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles. On an annual basis, the Issuer shall provide the Owner with the calculations referenced in Section 18 hereof based on the audited numbers for the preceding Fiscal Year for informational purposes only. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

**Section 17: Events of Default; Remedies of Owner.** The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note or any other amounts owing hereunder as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days from the earlier of (a) following notice thereof or (b) from the date when the Issuer was required under the immediately succeeding paragraph to provide notice thereof to the

Owner; (iii) if the Issuer defaults in the performance or observance of any representations or warranties listed herein or in the Note; (iv) if this Resolution or the Note is determined to be unenforceable; (v) filing of a petition by or against the Issuer relating to bankruptcy, insolvency, declaration of financial emergency, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; (vi) if the Issuer refuses to honor its obligations under this Resolution or the Note; or (vii) if a default or acceleration (including a mandatory tender or right of holder of such debt to tender upon such default) of the outstanding principal is declared with respect to the Issuer's other outstanding indebtedness secured by a covenant to budget and appropriate the Non-Ad Valorem Revenues.

The Issuer shall, within five (5) days after it acquires knowledge of the happening, occurrence, or existence of any Event of Default, notify the Owner in writing at its notice address provided in Section 28 hereof. Such notice shall include a detailed statement by a responsible employee of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

**Section 18: *Anti-Dilution Test.*** The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 2.00 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of



all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

**Section 19: Severability.** 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 Note issued thereunder.

**Section 20: Business Days.** In any case where the due date of interest on or principal of Note 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 Owner.

**Section 21: Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 22: Rules of Interpretation.** Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

**Section 23: Captions.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 24: Members of the City Council Not Liable.** No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Note shall be liable personally on the Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note or this Resolution.

**Section 25: Authorizations.** The members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the City Attorney, the City Clerk and any other employees of the Issuer are hereby authorized to perform 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 of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by the Note Counsel or the Lender to effectuate the sale of the Note. All action taken to date by the members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the City Attorney, the City Clerk and any other employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

**Section 26: Venue; Jury Trial Waiver.** The Issuer and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note. In the event of any legal proceeding arising out of or related to the Note, the Issuer and the Owner, by acceptance of the Note, each waive any objections to venue for any action brought in state court lying in Pinellas County, St. Petersburg Division. The Issuer and the Owner, by acceptance of the Note, also each waive any objection to venue for any action brought in federal court lying in the Middle District of Florida, Tampa Division. The Owner, by acceptance of the Note, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

**Section 27: Waiver.** No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**Section 28: Notices.** Any notice or other communication to be given to the Lender under this Resolution shall be given by delivering the same in writing to the Principal Office or such other address as the Owner may designate to the Issuer in writing.

**Section 29: Superseding of Inconsistent Resolutions.** This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

[Remainder of page intentionally left blank]

**Section 30:** *Effective Date.* This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

DEPARTMENT:

*Anne A. Fritz*  
\_\_\_\_\_



**EXHIBIT A**

**[FORM OF NOTE]**

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S CERTIFICATE CERTIFYING THAT SUCH REGISTERED OWNER IS AN AFFILIATE OF THE OWNER, AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF THE SECURITIES ACT 1933 (THE "SECURITIES ACT"), AS AMENDED, OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT.

Dated Date: March 25, 2021

\$2,575,000

Interest Rate 1.859%  
(subject to adjustment as described herein)

STATE OF FLORIDA  
CITY OF ST. PETERSBURG, FLORIDA  
TAXABLE NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2021B

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of PNC Bank, National Association, or registered assigns (hereinafter, the "Owner"), the principal sum of \$2,575,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of July 1, 2031.

The Interest Rate is equal to 1.859% (subject to adjustment as described herein).

Interest shall be payable to the Owner on each January 1 and July 1, commencing on July 1, 2021.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

Prior to July 1, 2026, this Note shall not be subject to prepayment. On or after July 1, 2026, this Note shall be subject to prepayment on any Business Day at the option of the Issuer in whole or in part at a price equal to 103% of the principal amount thereof to be prepaid, plus accrued interest to the date fixed for prepayment.

Any prepaid amount on this Note shall be applied in the inverse chronological order of the principal amortization.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and a resolution duly adopted by the Issuer on March 18, 2021, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>
07/01/2022	\$15,000
07/01/2023	260,000
07/01/2024	270,000
07/01/2025	275,000
07/01/2026	280,000
07/01/2027	285,000
07/01/2028	290,000
07/01/2029	295,000
07/01/2030	300,000
07/01/2031	305,000

Upon and during the continuance of an Event of Default, this Note shall bear interest at the Default Rate until such Event of Default has been cured. For purposes of this Note, the term "Default Rate" shall mean the greatest of (i) 3% per annum in excess of the Prime Rate, or (ii) 3.5% per annum in excess of the Overnight Bank Funding Rate, or (iii) 7%; *provided*, however,

in no event shall the Default Rate exceed the maximum interest rate permitted by applicable law. The Default Rate shall be determined as of the date on which the Event of Default occurs.

"Prime Rate" means a rate of interest equal to the announced prime commercial lending rate per annum of the Owner. The Prime Rate is a reference rate for the information and use of the Owner in establishing the actual rate to be charged to the Issuer. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Owner for the purpose of displaying such rate); *provided*, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day.

This Note may only be exchanged or transferred, in whole, and not in part, by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution. The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Managing Assistant City Attorney, either manually or with their facsimile signatures, and the corporate seal of the Issuer, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

\_\_\_\_\_  
Rick Kriseman, Mayor

ATTESTED:

\_\_\_\_\_  
Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
Macall D. Dyer, Managing Assistant City Attorney

## **EXHIBIT B**

### **FORM OF LENDER'S CERTIFICATE**

This is to certify that PNC Bank, National Association (the "Lender") has not required the City of St. Petersburg, 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 \$2,575,000 Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B (the "Note"). No inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the Managing Assistant City Attorney, Macall D. Dyer, Esq. ("General Counsel"). Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in a resolution adopted by the City Council of the Issuer on March 18, 2021 (the "Resolution").

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

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. We have been provided access to and have reviewed all information about the Issuer we deemed necessary. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and PFM Financial Advisors LLC, the Issuer's financial advisor (the "Financial Advisor"). We acknowledge that the Financial Advisor is not acting as a placement agent. Documentation for the Note will be provided by the Note Counsel. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Note and can bear the economic risk of our purchase of the Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, 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, Note Counsel nor the General Counsel shall have any obligation to effect any such registration or qualification.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Note. We are not acting as a broker or other intermediary, and are purchasing the Note for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred only in whole and not in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank (or wholly-owned subsidiary of 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 Note 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.

DATED this 25<sup>th</sup> day of March, 2021.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: J. Michael Olliff  
Title: Senior Vice President

## **EXHIBIT C**

### **FORM OF DISCLOSURE LETTER**

Following a competitive selection process, the undersigned, as lender, proposes to negotiate with City of St. Petersburg, Florida (the "Issuer") for the private purchase of its \$2,575,000 Taxable Non-Ad Valorem Refunding Revenue Note, Series 2021B (the "Note"). Prior to the award of the Note, 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 "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Legal Fees:  
Holland & Knight LLP  
\$7,250

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

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, 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 Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

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

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

5. Truth-in-Bonding Statement:

The Issuer has disclosed to us that the Note is being issued primarily to refinance the Issuer's outstanding Non-Ad Valorem Revenue Note, Series 2017A and to pay the cost of issuance of the Note.

Unless earlier prepaid, the Note is expected to be repaid by July 1, 2031; at an interest rate of 1.859%, total interest paid over the life of the Note is estimated to be \$304,535.23.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as

described in a resolution of the Issuer adopted on March 18, 2021 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$280,474.21 of the Pledged Revenues (as defined in the Resolution) not being available to finance the other services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

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

PNC Bank, National Association  
201 North Franklin Street, Suite 1500  
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 25<sup>th</sup> day of March, 2021.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: J. Michael Olliff  
Title: Senior Vice President