

**BOARD OF EDUCATION
TIFFIN CITY SCHOOL DISTRICT
SENECA COUNTY, OHIO**

The Board of Education (the “Board”) of the Tiffin City School District, Seneca County, Ohio (the “School District”), met in regular session on January 22, 2024, at 6:30 p.m., at the Tiffin Middle School Cafetorium, 103 Shepherd Drive, Tiffin, Ohio 44883, with the following members present:

M____. _____ introduced the following resolution and moved its passage:

LEASE-PURCHASE RESOLUTION

AUTHORIZING THE BOARD OF EDUCATION OF THE TIFFIN CITY SCHOOL DISTRICT TO ENTER INTO A BASE LEASE OF SCHOOL DISTRICT LAND AND FACILITIES, AND A LEASE OF THE SAME BACK TO THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT, FOR THE PURPOSE OF CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING SCHOOL FACILITIES, INCLUDING WITHOUT LIMITATION RESURFACING THE HIGH SCHOOL TRACK WITH RELATED SITE IMPROVEMENTS; AND APPROVING THE EXECUTION OF A BASE LEASE AND LEASE-PURCHASE AGREEMENT AND OTHER DOCUMENTS RELATING THERETO; AND APPROVING RELATED MATTERS

WHEREAS, Ohio Revised Code (the “Revised Code”) Section 3313.375 provides that the board of education of a school district may enter into a lease-purchase agreement providing for the construction, enlarging or other improvement, furnishing, and equipping of facilities or improvements to facilities for any school district purpose, and, in conjunction therewith, may grant a lease for land or facilities under the board’s control for a series of one-year renewable lease terms totaling not more than the number of years equivalent to the useful life of the asset and in no event more than 30 years; and

WHEREAS, Revised Code Section 3313.375 further provides that the obligations of the board of education of the school district under such a lease-purchase transaction shall not be construed as net indebtedness of that school district pursuant to Revised Code Section 133.06; and

WHEREAS, the Board has determined that it is advisable and in the best interest of the School District to construct, improve, furnish and equip school facilities, including without limitation resurfacing the high school track with related site improvements (the “Project”); and

WHEREAS, it will be necessary for the Board to enter into a lease-purchase transaction in accordance with the provisions of Revised Code Section 3313.375 in order to provide financing for the Project, and the Board has determined that it is advisable to enter into a base lease and lease-purchase agreement (the “Agreement”) and such other documents as are necessary to effectuate this lease-purchase transaction in accordance with Revised Code Section 3313.375 and the laws of the State of Ohio; and

WHEREAS, the estimated cost of the Project will not exceed \$950,000;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TIFFIN CITY SCHOOL DISTRICT, SENECA COUNTY, OHIO, THAT:

Section 1. It is hereby determined to be necessary and in the best interest of the inhabitants of the School District, and the Board hereby agrees to enter into a lease-purchase arrangement with such lessor (the “Lessor”) as shall provide the most advantageous terms for financing the Project as shall be determined by the Treasurer of the Board (the “Treasurer”) on behalf of the Board.

Section 2. The Board shall convey to the Lessor a base leasehold interest in certain real property and existing improvements thereon (the “Project Site”) pursuant to the Agreement, which conveyance shall conform to the requirements of Revised Code Section 3313.375. Unless otherwise determined by the Treasurer, the Project Site is expected to include the area on which the high school track is located. The term of the base leasehold interest shall be for such length as determined by the Treasurer and reported to this Board, but such term shall not exceed the date that is five years beyond the final renewal term of the leasehold interest in the Project Facilities (as defined hereinbelow) granted by the Lessor to the Board as described in Section 3 below. Rental payments, if any, due under the Agreement for the base leasehold interest shall be in such amount as determined by the Treasurer.

Section 3. The Board shall lease the facilities located on the Project Site, as such facilities will be improved by the Project pursuant to the Agreement (the “Project Facilities,” as such Project Facilities shall be further described and defined in the Agreement), from the Lessor pursuant to the Agreement. Unless otherwise determined by the Treasurer, a portion of the Project financed pursuant to the plan of lease-purchase financing described in this Resolution is expected to be installed and equipped on other properties and buildings owned by the School District that will not be included within the Project Site and/or the Project Facilities described in the Agreement but that will nonetheless be financed with proceeds from the Agreement.

The Agreement shall provide, among other things, for payments (the “Rent”) from the Board to the Lessor. Rent shall be payable in periodic installments over the term of the Agreement, in such amounts and at such times as shall be determined by the Treasurer and reported to this Board, provided that the principal component of all Rent payments due under the Agreement shall not exceed \$950,000. The term of the Agreement shall be for an initial term and such one-year (or partial-year for the final renewal term, if applicable) renewal terms as shall be determined by the Treasurer and reported to this Board; provided,

however, that the sum of the initial term and all renewal terms may not exceed the number of years equivalent to the useful life of the Project as determined by the Treasurer and in no event more than 30 years. The Agreement shall provide for termination in the event the Board fails to appropriate funds adequate to pay Rent due with respect to any renewal term.

Section 4. The President of the Board (the “President”), the Treasurer, the Superintendent of the School District, and any other officer of this Board are hereby authorized and directed to take such action as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution, including without limitation: (i) hiring such professionals and/or consultants as may be needed to facilitate entering into the Agreement and the financing and completion of the Project; (ii) executing and delivering on behalf of the Board the Agreement and such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate to carry out the intent of this Resolution. Such documents, including the Agreement, shall be in a form substantially consistent with the terms of this Resolution, as such officers in their discretion shall deem necessary or appropriate. Notwithstanding any other provision contained herein, the leasehold interests described in Sections 2 and 3 of this Resolution may be separately conveyed through two different leases if the Treasurer determines that it would be advantageous in order to carry out the intent of this Resolution, and, in such situation, references to the Agreement in this Resolution shall be interpreted accordingly.

Section 5. The Board agrees to execute and perform the Agreement in accordance with its terms. The Board agrees to comply with the terms and conditions of any additional instruments, agreements, certificates, and other documents relating to the Agreement as shall be deemed, by the Treasurer or the President, in their discretion, necessary or appropriate in connection with the financing described in this Resolution.

Section 6. Nothing in the Agreement or any related instruments, agreements, certificates, and other documents shall constitute or be construed or deemed to constitute a debt or bonded indebtedness or a general obligation of the School District, the Board, or any agency of the School District. Neither the taxing power nor the full faith and credit of the School District are pledged or shall be pledged for the payment or security of the Agreement or any other related instruments, agreements, certificates, and other documents.

Section 7. The Treasurer may determine to issue any portion of the Agreement as obligations that the interest thereon is excluded from the holders’ gross income for federal income tax purposes, and the following provisions of this Section shall apply to such portion of the Agreement and the interest portion of the Rent thereon:

The Board hereby covenants that it will comply with all existing and future laws applicable to the exemption of interest portion of the Rent due on the Agreement from federal income taxation. The Board further covenants that it will restrict the use of the proceeds of the Agreement in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Agreement is executed, so that it will not constitute an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations prescribed thereunder (the “Regulations”).

The Treasurer is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the Board with respect to the Agreement as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Agreement or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating

those amounts or payments, as determined by the Treasurer, which action shall be in writing and signed by the Treasurer, on behalf of the Board; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the Board and the School District, as may be appropriate to assure the status of the Agreement as tax-exempt obligations; and (c) to give an appropriate certificate on behalf of the Board, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the Board pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the Board regarding compliance by the Board with Sections 141 through 150 of the Code and the Regulations, as applicable.

The Treasurer shall cause to be kept and maintained adequate records pertaining to investment of all proceeds of the Agreement sufficient to permit, to the maximum extent possible and presently foreseeable, the Board and the School District to comply with any federal law or regulation now or hereafter having applicability to the Agreement which limits the amount of Agreement proceeds which may be invested at an unrestricted yield or requires the Board and the School District to rebate arbitrage profits to the United States Department of the Treasury. The Treasurer is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Agreement requires any such reports or rebates.

Section 8. The Board hereby approves of the appointments of the law firm of Bricker Graydon LLP to serve as legal counsel and Northland Securities, Inc. to serve as a placement agent to the School District with respect to the lease-purchase transaction described herein. The respective fees to be paid to such firms shall be subject to review and approval by the Treasurer and shall not exceed the fees customarily charged for such services.

Section 9. All proceeds received by the School District from the Lessor are hereby appropriated for the payment of the costs of the Project and for the payment of fees related to the financing of the Project pursuant to the Agreement and as set forth in this Resolution, which fees may include, but are not limited to, the placement agent fees of Northland Securities, Inc., the fees of Bricker Graydon LLP, as legal counsel, any fees of the Lessor (including legal fees of counsel to the Lessor), lien searching fees, and recording fees.

There is further appropriated, from unappropriated funds to be deposited or currently on deposit in the general fund and/or the permanent improvement fund of the School District, a sum not to exceed \$50,000.00 to pay the cost of Rent due or coming due under the Agreement for its initial term ending June 30, 2024.

Section 10. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Revised Code Section 121.22.

M____. _____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: _____

Nays: _____

The Resolution passed.

Passed: January 22, 2024

BOARD OF EDUCATION
TIFFIN CITY SCHOOL DISTRICT
SENECA COUNTY, OHIO

Attest: _____
Treasurer

By: _____
President

CERTIFICATE

The undersigned Treasurer of the Board of Education of the Tiffin City School District, Seneca County, Ohio hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board of Education of said School District on January 22, 2024.

Treasurer, Board of Education
Tiffin City School District
Seneca County, Ohio