

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$345,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, AND DECLARING AN EMERGENCY.

WHEREAS, the Fiscal Officer, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 is at least five years, the estimated maximum maturity of the Bonds described in Section 2 is 40 years and the maximum maturity of the Notes described in Section 4, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Reminderville, County of Summit, Ohio, that:

Section 1. Definitions. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“Authorized Denominations” means the denomination of \$0.01 or any whole multiple thereof.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Notes.

“Final Terms Certificate” means the certificate authorized by Section 8(a), to be signed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Notes and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“Fiscal Officer” means the Fiscal Officer of the Village.

“Interest Payment Dates” means, unless otherwise determined by the Fiscal Officer in the Final Terms Certificate, June 1 and December 1 of each year that the Notes are outstanding, commencing June 1, 2017.

“Note proceedings” means, collectively, this Ordinance, the Final Terms Certificate and such other proceedings of the Village, including the Notes, that provide collectively for, among other things, the rights of holders and beneficial owners of the Notes.

“Note Register” means all books and records necessary for the registration, exchange and transfer of Notes as provided in Section 7.

“Note Registrar” means the bank or trust company appointed pursuant to Section 6 or in the Final Terms Certificate as the initial authenticating agent, note registrar, transfer agent and paying agent for the Notes under the Note Registrar Agreement and until a successor Note

Registrar shall have become such pursuant to the provisions of the Note Registrar Agreement and, thereafter, “Note Registrar” shall mean the successor Note Registrar.

“Note Registrar Agreement” means the Note Registrar Agreement between the Village and the Note Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 6.

“Notes” means, collectively, the Serial Notes and the Term Notes, each as is designated as such in the Final Terms Certificate.

“Original Purchaser” means, unless otherwise determined by the Fiscal Officer in the Final Terms Certificate, Geis Capital, LLC, an Ohio limited liability company, dba The sieG Fund.

“Principal Payment Dates” means unless otherwise determined by the Fiscal Officer in the Final Terms Certificate, December 1 in the years from and including 2019 to and including 2036, provided that in no case shall the final Principal Payment Date be later than the maximum maturity of the Notes referred to in the preambles hereto.

“Serial Notes” means those Notes designated as such and maturing on the dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Notes” means those Notes designated as such and maturing on the date or dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

Section 2. Authorized Principal Amount of Anticipated Bonds and Purpose. It is necessary to issue bonds of the Village in an aggregate principal amount not to exceed \$345,000 (the Bonds) for the purpose of paying costs of acquiring real estate for Village purposes.

Section 3. Estimated Bond Terms. The Bonds shall be dated approximately December 1, 2021, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2022, and the first principal payment of the Bonds is estimated to be December 1, 2022.

Section 4. Authorized Principal Amount of Notes. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$345,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The aggregate principal amount of Notes to be issued shall not exceed \$345,000 and shall be issued in an amount determined by the Fiscal Officer in the Final Terms Certificate to be the aggregate principal amount of Notes required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Notes at which they are sold to the Original Purchaser, in order to effect the

purpose for which the Notes are to be issued, including the payment of any expenses properly allocable to the issuance of the Notes.

Section 5. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Notes shall be issued in one lot and only as fully registered notes, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Notes shall be dated as provided in the Final Terms Certificate, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Notes shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be determined by the Fiscal Officer in the Final Terms Certificate. Interest on the Notes shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Notes shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Notes shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the Village.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the Village, the Fiscal Officer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Notes to be issued as Serial Notes, the Principal Payment Dates on which those Notes shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Notes to be issued as Term Notes, the Principal Payment Date or Dates on which those Notes shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Notes shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Notes, and the principal amount of Notes maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the true interest cost of the Notes does not exceed 6%.

(d) Payment of Debt Charges. The debt charges on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar as paying agent. Principal of the Notes shall be payable when due upon presentation and surrender of the Notes at the office of the Note Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Note

Registrar. Interest on a Note shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Note was registered, and to that person's address appearing, on the Note Register at the close of business on the 15th day preceding that Interest Payment Date.

(e) Redemption Provisions. The Notes shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Notes. If any of the Notes are issued as Term Notes, the Term Notes shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Note Registrar for payment of principal of and interest on any Term Notes on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Notes payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements.

(ii) Optional Redemption. The Notes shall be subject to redemption by and at the sole option of the Village, in whole or in part (in an amount of at least \$50,000), on any date on or after December 1, 2017, at redemption price equal to 100% of the principal amount redeemed, plus accrued interest to the redemption date.

Notes to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Note Registrar, given upon the direction of this Council through enactment of a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Notes to be redeemed, and shall be given at least 75 days prior to the redemption date or such shorter period as shall be acceptable to the Note Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Notes are called for optional redemption at one time and Notes of more than one maturity are then outstanding, the Notes that are called shall be Notes of the maturity or maturities selected by the Village. If fewer than all of the Notes of a single maturity are to be redeemed, the selection of Notes of that maturity to be redeemed, or portions thereof, shall be made by the Note Registrar by lot in a manner determined by the Note Registrar. If it is determined that a portion, but not all, of the principal amount represented by a Note is to be called for redemption, then, upon notice of redemption, the registered owner of that Note shall surrender the Note to the Note Registrar (i) for payment of the redemption price of the principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption), and (ii) for issuance, without charge to the registered owner, of a new Note or Notes of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed

portion of, and bearing interest at the same rate and maturing on the same date as, the Note surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Notes shall identify (A) by designation, letters, numbers or other distinguishing marks, the Notes or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Note Registrar on behalf of the Village by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 60 days prior to the date fixed for redemption, to the registered owner of each Note subject to redemption in whole or in part at the registered owner's address shown on the Note Register maintained by the Note Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Note, however, shall not affect the validity of the proceedings for the redemption of any Note.

(v) Payment of Redeemed Notes. In the event that notice of redemption shall have been given by the Note Registrar to the registered owners as provided above, there shall be deposited with the Note Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Note Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Notes for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Notes and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Section 11, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Notes and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Note Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Notes and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Notes and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Note Registrar for the redemption of particular Notes shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Notes, provided that any interest earned on the moneys so held by the Note Registrar shall be for the account of and paid to the Village to the extent not required for the payment of the Notes called for redemption.

Section 6. Execution and Authentication of Notes; Appointment of Note Registrar. The Notes shall be signed by the Mayor and the Fiscal Officer, in the name of the Village and in their official capacities, provided that either or both of those signatures may be a facsimile. The Notes shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Note from any other Note, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the

provisions of Village's Charter, Chapter 133 of the Revised Code, this Ordinance and the Final Terms Certificate.

The Huntington National Bank is appointed to act as the initial Note Registrar; provided, however, that the Fiscal Officer is authorized to appoint a different Note Registrar in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose. The Mayor and the Fiscal Officer shall sign and deliver, in the name and on behalf of the Village, the Note Registrar Agreement between the Village and the Note Registrar, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the Village and that are approved by the Fiscal Officer on behalf of the Village, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Note proceedings unless and until the certificate of authentication printed on the Note is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Note proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Note Registrar or by any other person acting as an agent of the Note Registrar and approved by the Fiscal Officer on behalf of the Village. The same person need not sign the certificate of authentication on all of the Notes.

Section 7. Registration; Transfer and Exchange.

(a) Note Registrar. So long as any of the Notes remain outstanding, the Village will cause the Note Registrar to maintain and keep the Note Register at the office satisfactory to the Fiscal Officer and the Note Registrar. The person in whose name a Note is registered on the Note Register shall be regarded as the absolute owner of that Note for all purposes of the Note proceedings. Payment of or on account of the debt charges on any Note shall be made only to or upon the order of that person; neither the Village nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the Village's liability upon the Note, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Note may be exchanged for Notes of any Authorized Denomination upon presentation and surrender at the office of the Note Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Note Registrar. A Note may be transferred only on the Note Register upon presentation and surrender of the Note at the

designated office of the Note Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Note Registrar. Upon exchange or transfer the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Note surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the Village are required, the Note Registrar shall undertake the exchange or transfer of Notes only after the new Notes are signed by the authorized officers of the Village. In all cases of Notes exchanged or transferred, the Village shall sign and the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of the Note proceedings. The exchange or transfer shall be without charge to the owner, except that the Village and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Village or the Note Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Notes issued and authenticated upon any exchange or transfer shall be valid obligations of the Village, evidencing the same debt, and entitled to the same security and benefit under the Note proceedings as the Notes surrendered upon that exchange or transfer. Neither the Village nor the Note Registrar shall be required to make any exchange or transfer of (i) Notes then subject to call for redemption between the 15th day preceding the mailing of notice of Notes to be redeemed and the date of that mailing, or (ii) any Note selected for redemption, in whole or in part.

Section 8. Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Final Terms Certificate, plus accrued interest on the Notes from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Final Terms Certificate, in accordance with law and the provisions of this Ordinance. The Fiscal Officer is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code in which case a single Final Terms Certificate may be utilized for the consolidated note issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Final Terms Certificate and shall cause the Notes to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes, to the Original Purchaser upon payment of the purchase price. The Mayor, Fiscal Officer, Law Director, Clerk of Council and other Village officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

(b) Financing Costs. The expenditure of the amounts necessary to pay financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 9. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 10. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 11. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent that other funds are available for the payment of debt charges on the Notes and Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of the funds so available and appropriated.

Section 12. Certification and Delivery of Ordinance and Final Terms Certificate. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Final Terms Certificate to the Summit County Fiscal Officer.

Section 13. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 11) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 14. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature

of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective which is needed to sell the Notes, which is necessary to enable the Village to enter into contracts for the improvement in order to provide adequate real estate for Village purposes; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: _____

Sam Alonso
Mayor

Attestation:

Stacey Task
Clerk of Council

I, Stacey Task, Clerk of Council for the Village of Reminderville, County of Summit, Ohio, do hereby certify that the foregoing **ORDINANCE NO. 30-2016** was duly and regularly passed by the Council of the Village of Reminderville at a regular meeting of Council on the _____ day of _____, 2016.

Stacey Task
Clerk of Council