

RESOLUTION 2024-05

RESOLUTION AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE IN THE PRINCIPAL AMOUNT OF \$1,000,000

WHEREAS, the City of Dallas, Georgia (the “Issuer”) is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Georgia, and the Mayor and Council of the Issuer is the governing body (the “Governing Body”) of the Issuer; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Issuer to borrow money to pay current expenses for calendar year 2024 in anticipation of the receipt of taxes levied or to be levied for the Issuer’s general fund (the “General Fund”); and

WHEREAS, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such loan by issuing a tax anticipation note in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the Issuer proposes to issue a tax anticipation note to pay the current expenses of the Issuer; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

1. Findings. The Governing Body hereby finds and determines as follows: (a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been authorized or issued by the Issuer in calendar year 2024; (b) the principal amount of the tax anticipation note herein authorized does not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2023 for the General Fund; (c) the tax anticipation note herein authorized, together with other contracts, notes, warrants or obligations of the Issuer for current expenses in calendar year 2024 for the General Fund do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2024; (d) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2023 or any prior calendar year remains unpaid as of the date hereof; and (e) a need exists for the Issuer to borrow up to \$1,000,000 to pay current expenses of the Issuer in calendar year 2024 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2024.

2. Authorization of Note. There is hereby authorized to be issued a tax anticipation note of the Issuer in the principal amount of up to \$1,000,000 which shall be designated “City of Dallas, Georgia Tax Anticipation Note, 2024” (the “Note”). The Note shall be dated as of the date of delivery thereof to the purchaser; shall bear interest at the taxable interest rate of 5.75% per annum, calculated on the basis of a 360-day year (comprised of twelve 30-day months); shall be payable as to principal and interest by wire transfer upon surrender of the Note to the person who is the registered owner and shall be payable as to principal and interest in lawful money of the United States of America; shall be numbered R-1; interest shall be payable monthly on the last day of each month, and shall mature and shall be payable on December 31, 2024. The Note shall be issued in the form of a fully registered note. The Note shall be executed by the manual or facsimile signature of the Mayor of the Issuer and by the manual or facsimile signature of the Clerk or the Interim Clerk of the Governing Body, and the corporate seal of the Issuer shall be impressed or imprinted thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid Note of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit 1 with such changes, insertions or omissions as may be approved by the Mayor of the Issuer, and the execution and delivery of the Note shall be conclusive evidence of such approval.

4. Designation of Paying Agent. The Clerk of the Issuer will act as Paying Agent, Note Registrar and Authenticating Agent with respect to the Note.

5. Tax Revenues Used to Repay Note. The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2024 for the General Fund and other funds available for such purpose. The indebtedness to be evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby pledged to secure the payment of the principal of and interest on the Note.

6. Authentication of Note. Only such Note as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Note Registrar shall be deemed to be validly issued hereunder. No Note shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Note Registrar, and such executed certificate of the Note Registrar upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered hereunder. Said certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer or signatory of the Note Registrar.

7. Transfer and Exchange of Note. The Note Registrar shall cause to be kept books for the registration of transfer of the Note. The Note may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of the Note at the principal corporate office of the Note Registrar, the Issuer shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee, a new Note, numbered consecutively in order of issuance according to the records of the Note Registrar.

Such transfers of registration or exchanges of the Note shall be without charge to the owner of such Note, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

A Note surrendered upon any transfer provided for in this resolution shall be promptly cancelled by the Note Registrar and shall not be reissued.

8. Registered Owner. 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 or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. 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.

9. Mutilated or Destroyed Note. In case the Note shall become mutilated or be destroyed or lost, the Issuer, may cause to be executed, authenticated and delivered a new Note of like date and tenor in exchange or substitution for such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owner filing with the Issuer, the Paying Agent and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them. If the Note shall have matured, instead of issuing a new Note, the Issuer may pay the same.

10. Prepayment. The Note may be prepaid at the option of the Issuer in whole, but not in part, at any time prior to maturity at a prepayment price equal to the outstanding principal amount of the Note plus accrued interest to date of prepayment.

11. General Authority. From and after the date of adoption of this resolution, any member of the Governing Body and the officers of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. Without limiting the foregoing, the Mayor Pro Tem of the Governing Body is authorized to execute any and all documents on behalf of the Mayor of the Issuer. All

actions of the Governing Body, officers or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

12. Effective Date. This resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted and approved by the Governing Body of the Issuer on June 3, 2024.

CITY OF DALLAS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

EXHIBIT 1

UNITED STATES OF AMERICA

STATE OF GEORGIA

CITY OF DALLAS, GEORGIA
TAX ANTICIPATION NOTE
2024

Number R-1

Bond Date: June ____, 2024

Maturity Date: December 31, 2024

Principal Amount: \$1,000,000

Registered Owner: The Piedmont Bank

KNOW ALL MEN BY THESE PRESENTS: CITY OF DALLAS, GEORGIA, a municipal corporation of the State of Georgia (the “Issuer”), for value received hereby promises to pay the principal amount set forth above, in immediately available funds, on the maturity date set forth above, to the registered owner hereof.

This Note shall bear interest at a taxable interest rate of 5.75% per annum. Interest on this Note shall be calculated on the basis of a 360-day year (comprised of twelve 30-day months) and shall be paid, in immediately available funds, on the last day of each month (each an “Interest Payment Date”), beginning June 30, 2024, from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid, until payment is made of such principal sum in full, to the person who is the registered owner hereof.

Both principal hereof and interest hereon are payable in lawful money of the United States of America by the method and at the address specified for such purpose by the registered owner of this Note in writing to the Mayor, City of Dallas, Georgia, 129 East Memorial Drive, Dallas, Georgia 30132, without the presentation or surrender of this Note, except that upon the request of the Issuer, the registered owner of this Note shall surrender this Note for cancellation, promptly after any such request, to the Issuer.

This Note is authorized by a resolution (the “Resolution”) duly adopted by the Mayor and Council of the City of Dallas, the governing body (the “Governing Body”) of the Issuer, on June 3, 2024, in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of making a temporary loan to pay current expenses of the Issuer in calendar year 2024.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the General Fund in calendar year 2024. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2023 and does not exceed,

together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2024 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2024.

This Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note will be issued to the transferee in exchange thereof.

No service charge shall be made for any registration of transfer hereinabove referred to, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note may be prepaid at the option of the Issuer in whole, but not in part, at any time prior to maturity at a prepayment price equal to the outstanding principal amount of the Note plus accrued interest to date of prepayment.

The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith and credit of the Issuer have been and are irrevocably pledged to secure the payment of the principal of and interest on this Note.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or would be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the Issuer, is within every debt or other limit provided by the Constitutional laws of the State of Georgia.

All capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution.

IN WITNESS WHEREOF, the Issuer acting by and through its Governing Body, has caused this Note to be executed in its corporate name by the manual signature of the Mayor, and attested by the manual signature of the Clerk and the corporate seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CITY OF DALLAS, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

Clerk

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing resolution of the Mayor and Council of the City of Dallas, Georgia adopted June ____, 2024, and is hereby authenticated as of the date of its execution as stated in the Note.

CLERK OF CITY OF DALLAS, GEORGIA, as Note Registrar

By: _____
Clerk

Date of Authentication: June ____, 2024

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

the within Note of City of Dallas, Georgia and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of:

Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

CLERK'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the City of Dallas, Georgia Tax Anticipation Note, 2024 in the principal amount of \$1,000,000, which resolution was duly adopted at a meeting of the Mayor and Council (the "Governing Body") of the Issuer which was duly called and assembled on June 3, 2024, and at which a quorum was present and acting throughout and that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body of the Issuer, this 3rd day of June, 2024.

Clerk

(SEAL)