

36-1

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 6, 2014 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing
Department: Office of Financial Management & Budget

I. Executive Brief

Motion and Title: Staff recommends motion to:

- A. Adopt a Resolution of the Board of County Commissioners of Palm Beach County, Florida (I) authorizing the issuance of not exceeding \$18,000,000 in original aggregate principal amount of its Public Improvement Revenue Bonds (Palm Tran project), Series 2014 for the purpose of financing or refinancing the cost of certain transportation equipment for the County's Palm Tran paratransit transportation service, and paying certain costs related thereto; (II) providing for the terms and payment of such series 2014 bonds; (III) providing for the rights, security and remedies of the holder thereof; (IV) making certain covenants and agreements in connection therewith; (V) delegating authority to proper officials of the County, in consultation with the County's financial advisor, to select a qualified financial institution pursuant to a competitive proposal process to purchase the series 2014 bonds and to award the sale of the series 2014 bonds to such purchaser, subject to certain parameters and other matters set forth in this resolution; (VI) authorizing the execution and delivery of a covenant agreement with the purchaser of the series 2014 bonds to set forth additional covenants of the county and matters relating to the series 2014 bonds as may be required by the purchaser; (VII) authorizing the proper officials of the county to do all other things deemed necessary or advisable in connection with the issuance of the series 2014 bonds; (VIII) providing for certain other matters in connection therewith; declaring the County's official intent to seek reimbursement for certain capital expenditures made with respect to the acquisition of all or a portion of the transportation equipment for the County's Palm Tran paratransit transportation service; and providing for an effective date.
- B. Approve budget amendment of \$17,845,000 in the \$17.9M Revenue Bonds, Series 2014 Palm Tran Connection Equipment Capital Fund to budget bond proceeds and costs of issuance.
- C. Approve budget amendment of \$78,562 in the \$17.9M Revenue Bonds, Series 2014 Palm Tran Connection Equipment Debt Service Fund to budget interest expense and a transfer from the General Fund.
- D. Approve budget transfer of \$78,562 in the General Fund from General Government to establish an interfund transfer to the \$17.9M Revenue Bonds, Series 2014 Palm Tran Connection Equipment Debt Service Fund for interest expense. (continues Page 3)

Attachments:

1. Bond Resolution
 2. Budget Amendments
 3. Budget Transfer
-

Recommended by: _____

Department Director

Date

4/23/14

Approved By: _____

County Administrator

Date

4/23/14

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Debt Service Costs	<u>78,561</u>	<u>3,798,000</u>	<u>3,799,200</u>	<u>3,799,000</u>	<u>3,797,400</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>78,561</u>	<u>3,798,000</u>	<u>3,799,200</u>	<u>3,799,000</u>	<u>3,797,400</u>
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X _____ (Various Budgets)
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Resolution authorizes the sale of Bonds. The debt service payments are secured by a pledge of non-ad valorem revenues.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 4/23/14
OFMB
4/23/14

[Signature] 4/25/14
Contract Dev. and Control
4-25-14 [Signature]

B. Legal Sufficiency:

[Signature] 4/28/14
Assistant County Attorney

C. Other Department Review:

Department Director

Summary: On January 28, 2014, the Board directed staff to purchase vehicles for Palm Tran Connection for use by three future private providers. The cost to purchase the required vehicles is \$17,767,000. The County Financing Committee (CFC) met on March 24, 2014, and approved this issuance to be competitively bid as a direct bank placement as recommended by the County's Financial Advisor. The Board approved Edwards Wildman Palmer LLP as Bond Counsel for this financing. As it is a direct bank placement, Disclosure Counsel is not needed. This issue is a covenant to budget and appropriate with an estimated annual debt service payment of approximately \$3,800,000 per year, for five (5) years. The first full debt service payment will be budgeted in FY 2015 with an interest only payment in FY 2014 of approximately \$79,000. These budget amendments establish the budget for the sale of the Series 2014 Bonds. Countywide (PFK)

Background and Justification: On January 14, 2014, the BCC approved MMMG's Settlement Agreement allowing for termination of their contract on January 31, 2015, with monthly extensions, if required. On January 28, 2014, the BCC directed staff not to bring Palm Tran Connection Service in-house, have the County own all Palm Tran Connection vehicles, bring the dispatch function in-house and to not make any changes to the level of service provided by Connection.

RESOLUTION NO. R-2014 - _____

**PALM BEACH COUNTY, FLORIDA
PUBLIC IMPROVEMENT REVENUE BONDS
(PALM TRAN PROJECT), SERIES 2014**

Bond Resolution

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EXHIBIT A: SERIES 2014 BOND FORM

RESOLUTION NO. R-2014 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$18,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF ITS PUBLIC IMPROVEMENT REVENUE BONDS (PALM TRAN PROJECT), SERIES 2014 FOR THE PURPOSE OF FINANCING OR REFINANCING THE COST OF CERTAIN TRANSPORTATION EQUIPMENT FOR THE COUNTY'S PALM TRAN PARATRANSIT TRANSPORTATION SERVICE, AND PAYING CERTAIN COSTS RELATED THERETO; PROVIDING FOR THE TERMS AND PAYMENT OF SUCH SERIES 2014 BONDS; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES OF THE HOLDER THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DELEGATING AUTHORITY TO PROPER OFFICIALS OF THE COUNTY, IN CONSULTATION WITH THE COUNTY'S FINANCIAL ADVISOR, TO SELECT A QUALIFIED FINANCIAL INSTITUTION PURSUANT TO A COMPETITIVE PROPOSAL PROCESS TO PURCHASE THE SERIES 2014 BONDS AND TO AWARD THE SALE OF THE SERIES 2014 BONDS TO SUCH PURCHASER, SUBJECT TO CERTAIN PARAMETERS AND OTHER MATTERS SET FORTH IN THIS RESOLUTION; AUTHORIZING THE EXECUTION AND DELIVERY OF A COVENANT AGREEMENT WITH THE PURCHASER OF THE SERIES 2014 BONDS TO SET FORTH ADDITIONAL COVENANTS OF THE COUNTY AND MATTERS RELATING TO THE SERIES 2014 BONDS AS MAY BE REQUIRED BY THE PURCHASER; AUTHORIZING THE PROPER OFFICIALS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2014 BONDS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; DECLARING THE COUNTY'S OFFICIAL INTENT TO SEEK REIMBURSEMENT FOR CERTAIN CAPITAL EXPENDITURES MADE WITH RESPECT TO THE ACQUISITION OF ALL OR A PORTION OF THE TRANSPORTATION EQUIPMENT FOR THE COUNTY'S PALM TRAN PARATRANSIT TRANSPORTATION SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, any capitalized term not otherwise defined in these recitals shall have the meaning ascribed in Article I hereof, and

WHEREAS, Palm Beach County, Florida, a political subdivision of the State of Florida (the "County"), is authorized by Chapters 125 and 166 of the Florida Statutes and other applicable provisions of law to incur indebtedness of the County for the purpose of financing or

refinancing the cost of acquiring certain transportation equipment for the County's Palm Tran paratransit transportation service and all other costs necessary or incidental thereto (collectively, the "2014 Project"); and

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the "Board") hereby finds it necessary and in the best interests of the County to authorize the issuance of its Palm Beach County, Florida, Public Improvement Revenue Bonds (Palm Tran Project), Series 2014 in an original aggregate principal amount not exceeding \$18,000,000 (the "Series 2014 Bonds") for the purpose of financing the costs of the 2014 Project, including paying certain costs necessary or incidental to the foregoing; and

WHEREAS, the County may issue its indebtedness in the form of revenue bonds such as the Series 2014 Bonds; and

WHEREAS, County Resolution R-90-938, adopted June 26, 1990, provides that before the County shall issue any indebtedness payable from Non-Ad Valorem Revenues, the County must demonstrate that after the proposed issuance of such indebtedness, it shall meet the requirements set forth in Article III, Section 11(d) of said Resolution R-90-938; and

WHEREAS, the Series 2014 Bonds authorized under this Resolution will meet the tests provided under said Resolution R-90-938; and

WHEREAS, the Series 2014 Bonds authorized under this Resolution will be payable from Non-Ad Valorem Revenues, subject and subordinate to the payment from the sources of Non-Ad Valorem Revenues pledged to the payment of the principal of and interest on any obligations hereafter issued which have a prior pledge on any source of Non-Ad Valorem Revenues and are permitted to be issued under the terms of this Resolution; and

WHEREAS, subsequent to the date hereof, pursuant to a competitive proposal process, the County will solicit proposals from qualified financial institutions to purchase the Series 2014 Bonds and, subject to the provisions of Article VIII, Section 1 hereof, the County Administrator (as defined herein) and the Debt Manager (as defined herein), in consultation with the Financial Advisor (as defined herein), will select a qualified financial institution to purchase the Series 2014 Bonds (the "Purchaser"); and

WHEREAS, subject to the provisions of Article VIII, Section 1 hereof, the Board desires to delegate, in consultation with the Financial Advisor, to the County Administrator and the Debt Manager the authority to award the Series 2014 Bonds to the Purchaser and to determine the final details of the Series 2014 Bonds, among other matters, as more fully set forth in this Resolution and the Covenant Agreement (as defined herein); and

WHEREAS, pursuant to Section 218.385, Florida Statutes, an authorized officer of the Purchaser will deliver to the County a disclosure statement and truth-in-bonding statement on behalf of the Purchaser and a customary investor letter as a condition to the issuance and delivery of the Series 2014 Bonds; and

WHEREAS, the County anticipates it may incur certain capital expenditures relating to the 2014 Project prior to the issuance of the Series 2014 Bonds; and

WHEREAS, such expenditures will be paid from the County's General Fund; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Treasury regulations (the "Regulations") require the County to declare its official intent in connection with incurring certain capital expenditures in connection with the 2014 Project prior to the issuance of the Series 2014 Bonds in order to allow the County to be reimbursed for such expenditures from a portion of the proceeds of the Series 2014 Bonds; and

WHEREAS, it is intended by the Board that this Resolution constitutes such official intent with respect to the reimbursement of the certain capital expenditures incurred or to be incurred prior to the issuance of the Series 2014 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

SECTION 1. DEFINITIONS. Unless the context indicates otherwise all terms used in this Resolution shall have the following meanings:

“ACT” shall mean the Constitution and laws of the State of Florida, including particularly, Chapters 125 and 166 of the Florida Statutes, the County Charter and other applicable provisions of law.

“ACCRUED AGGREGATE DEBT SERVICE” shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to the Series 2014 Bonds, calculating such accrued Debt Service at an amount equal to the sum of (i) interest on the Series 2014 Bonds accrued and unpaid and to accrue to the date of calculation, and (ii) principal payments due and unpaid and that portion of the principal on such Series 2014 Bonds next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such period.

“ARBITRAGE CERTIFICATE” shall mean the Tax Certificate executed by the County on the Date of Issue, as a statement of facts and expectations of the County as of the Date of Issue of the Series 2014 Bonds and source of guidance for achieving compliance with the Code, as such Arbitrage Certificate may be amended from time to time.

“AUTHORIZED DENOMINATIONS” shall mean, initially, the original aggregate principal amount of the Series 2014 Bonds on the Date of Issue and thereafter the aggregate principal amount of the Series 2014 Bonds Outstanding from time to time.

“BOARD” shall mean the Board of County Commissioners of the County.

“BOND COUNSEL” shall mean a firm or firms of nationally recognized attorneys-at-law selected by the County and experienced in the financing of capital projects for governmental units through the issuance of tax-exempt revenue bonds under the exemption provided under Section 103(a) of the Code.

“BONDHOLDER” or “HOLDER” or “OWNER” or any similar term, shall mean, initially, the Purchaser and thereafter any transferee who shall be the registered owner of any Series 2014 Bond or Series 2014 Bonds Outstanding under the terms of this Resolution, subject to the provisions of Article II, Section 6 hereof.

“BUSINESS DAY” shall mean any day, except a Saturday or Sunday, on which the New York Stock Exchange is not closed and commercial banks located in New York, New York, are not required or authorized by law to remain closed and, if the Chief Financial Officer is not serving as the Paying Agent and/or Registrar, the cities in which the principal offices of the Registrar and the Paying Agent are located are not required or authorized by law to remain closed.

“CHIEF FINANCIAL OFFICER” or “CLERK” shall mean the Clerk & Comptroller of Palm Beach County, Florida and Ex-Officio Clerk of the Board or any deputy clerk acting in her name, or such other officer of the County subsequently designated by law or County Charter to perform the duties of the chief financial officer of the County.

“CODE” shall mean the Internal Revenue Code of 1986, as amended, and all subsequent tax legislation duly enacted by the Congress of the United States to the extent applicable to the Series 2014 Bonds. Each reference to a section of the Code herein shall be deemed to include, if applicable, final, temporary or proposed regulations and any final, temporary or proposed regulations and revenue rulings and procedures, as promulgated under the Internal Revenue Code of 1954, as amended, by the Treasury Department or Internal Revenue Service of the United States.

“COUNTY” shall mean Palm Beach County, a political subdivision of the State of Florida.

“COUNTY ADMINISTRATOR” shall mean the person serving as the County Administrator of the County from time to time, including any deputy or assistant County Administrator.

“COUNTY CHARTER” shall mean the Charter of Palm Beach County, Florida, as amended and supplemented.

“COUNTY MONEYS” shall mean the moneys budgeted and appropriated by the County, and deposited into the Sinking Fund or any other Fund established hereunder, from Non-Ad Valorem Revenues pursuant to the County’s covenant to budget and appropriate Non-Ad Valorem Revenues contained in this Resolution.

“COVENANT AGREEMENT” shall mean the written agreement, if any, between the County and the Purchaser entered into as of the Date of Issue setting forth additional covenants of the County and other matters relating to the Series 2014 Bonds required by the Purchaser, subject to the Parameters, as contemplated by this Resolution.

“DATE OF ISSUE” shall mean the date the Series 2014 Bonds are first authenticated, issued and delivered pursuant to this Resolution.

“DEBT MANAGER” shall mean the person serving as the Debt Manager of the County from time to time.

“DEBT SERVICE: for any period shall mean, as of any date of calculation with respect to the Series 2014 Bonds, an amount equal to the sum of (i) interest accruing during such period on the Series 2014 Bonds, and (ii) that portion of each principal payment for such Series 2014 Bonds which would accrue during such period if such principal payment were deemed to accrue daily in equal amounts from the next preceding principal payment due date for the Series 2014 Bonds (or, if there shall be no such preceding principal payment from a date one year preceding the due date of such principal payment or from the Date of Issue, whichever date is later). Such interest and principal payments for the Series 2014 Bonds shall be calculated on the assumption that no Series 2014 Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each principal payment on the due date thereof. The term “principal payment,” as used above in this definition, shall include any payment of principal on the Series 2014 Bonds as set forth in the amortization schedule attached to the definitive Series 2014 Bonds issued and delivered on the Date of Issue.

“DEFEASANCE OBLIGATIONS” shall mean, to the extent permitted by law and (other than with respect to the obligations described in clause (a) below), except as otherwise provided in the Covenant Agreement:

- (a) Government Obligations which are not callable prior to maturity except by the holder thereof;

(b) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (ii) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (a) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate, and (iii) as to which the principal of and interest on the bonds and obligations of the character described in clause (a) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (b) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this clause (b), as appropriate; and

(c) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (a) held by a bank or trust company as custodian.

“EVENT OF DEFAULT” as used herein shall have the meaning specified in Article VI, Section 1, hereof, subject to the Covenant Agreement.

“FINANCIAL ADVISOR” shall mean collectively, Public Financial Management, Inc. and Spectrum Municipal Services, Inc..

“FISCAL YEAR” shall mean that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as may be prescribed by law.

“GOVERNMENT OBLIGATIONS” shall mean the direct obligations of, or obligations on which the timely payment of principal and interest are fully and unconditionally guaranteed by, the United States of America.

“INVESTMENT OBLIGATIONS” shall mean, except as otherwise provided in the Covenant Agreement, any investment authorized under the laws of the State of Florida or by ordinance of the County.

“MATURITY DATE” shall mean the final maturity date of the Series 2014 Bonds as specified in the definitive Series 2014 Bonds issued and delivered on the Date of Issue.

“MAXIMUM DEBT SERVICE” shall mean, at any time, the maximum amount required in the then current or any future Fiscal Year to pay (a) all Non-Self-Supporting Debt, and (b) the proposed indebtedness of the County (i) which will be payable from Non-Ad Valorem Revenues, or (ii) for which the Non-Ad Valorem Revenues will be pledged. For the purposes hereof, the interest rate on obligations bearing a variable rate shall be calculated at the higher of (a) twelve percent (12% per annum) or (b) the average yield to par call for the Bond Buyer Municipal Bond Index (the “Bond Buyer 40”) on the date of calculation.

“MAXIMUM INTEREST RATE” shall mean the maximum interest rate per annum allowable by applicable law.

“MAYOR” shall mean the person serving as the Mayor of the Board.

“NON-AD VALOREM REVENUES” shall mean available revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Debt Service on the Series 2014 Bonds, after the payment from the sources of Non-Ad Valorem Revenues pledged to the payment of the principal of and interest on any obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided, however, that for the purposes of the test set forth in Article III Section 9(e) of this Resolution, “Non-Ad Valorem Revenues” shall mean all legally available revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Non-Self-Supporting Debt Service.

“NON-SELF-SUPPORTING DEBT” shall mean debt obligations of the County other than debt obligations relating to an enterprise fund or general obligation bonds of the County.

“NON-SELF-SUPPORTING DEBT SERVICE” shall mean the debt service on Non-Self-Supporting Debt.

“OPINION OF BOND COUNSEL” shall mean an opinion signed by Bond Counsel.

“OUTSTANDING” when used as of any particular time with reference to the Series 2014 Bonds, shall mean all Series 2014 Bonds theretofore authenticated and delivered by the Registrar under this Resolution except:

- (a) Series 2014 Bonds theretofore canceled by the Registrar or surrendered to the Registrar for cancellation;
- (b) Series 2014 Bonds for the payment of which money or securities in the necessary amount (as provided in Article V hereof) shall have heretofore been deposited

with the Paying Agent or other financial institution or bank selected by the County (whether upon or prior to the maturity); and

(c) Series 2014 Bonds in lieu of or in substitution for which other Series 2014 Bonds shall have been authenticated and delivered by the Registrar pursuant to the terms of Article II, Section 7 hereof.

“PARAMETERS” shall mean the matters set forth in Article II, Section 4 of this Resolution.

“PAYING AGENT” shall mean, initially, the Chief Financial Officer, and any successor appointed from time to time by the County pursuant to this Resolution to act as Paying Agent hereunder.

“PAYMENT DATES” shall mean, with respect to payment of accrued and unpaid interest on the Series 2014 Bonds, each March 1 and September 1, commencing September 1, 2014 and with respect to unpaid principal, each September 1, commencing September 1, 2015, unless different dates are set forth in the Covenant Agreement.

“PLEDGED REVENUES” shall mean (a) County Moneys, (b) any proceeds of Series 2014 Bonds originally deposited with the County and all moneys deposited and held from time to time by the County in the funds and accounts established under this Resolution in each case until applied in accordance with this Resolution, (c) investment income received by the County in the funds and accounts established under this Resolution, and (d) any other moneys received by the Paying Agent in connection with repayment of the Series 2014 Bonds.

“PURCHASER” shall have the meaning set forth in the recitals to this Resolution.

“RECORD DATE” shall mean the fifteenth day of the calendar month next preceding any Payment Date; provided, however, that if such day is not a Business Day then the next preceding Business Day.

“REGISTRAR” shall mean, initially, the Chief Financial Officer, and any successor appointed from time to time by the County pursuant to this Resolution to act as Registrar.

“RESOLUTION” shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

“SERIES 2014 BONDS” shall mean the County’s Public Improvement Revenue Bonds (Palm Tran Project), Series 2014 issued in an original aggregate principal amount of not exceeding \$18,000,000, as more fully provided for in Article VIII, Section 1 of this Resolution.

“2014 PROJECT” shall have the meaning set forth in the Recitals to this Resolution.

“VICE MAYOR” shall mean the person serving as the Vice Mayor of the Board from time to time.

“WRITTEN CONSENT,” “WRITTEN DEMAND,” “WRITTEN DIRECTION,” “WRITTEN ELECTION,” “WRITTEN NOTICE,” “WRITTEN ORDERS” and “WRITTEN REQUEST OF THE COUNTY” shall mean, respectively, a written consent, demand, direction, election, notice, order or request signed on behalf of the County by its Chief Financial Officer, the Mayor or Vice Mayor, the County Administrator or the Debt Manager.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context

shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Act.

SECTION 3. RESOLUTION CONSTITUTES CONTRACT. In consideration of the acceptance of the Series 2014 Bonds authorized to be issued hereunder by the party who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the County and such Owner, and the covenants and agreements herein set forth to be performed by said County shall be for the equal benefit, protection and security of the Owner of any and all of such Series 2014 Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Series 2014 Bonds over any other thereof except as expressly provided therein and herein.

[End of Article I]

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF SERIES 2014 BONDS

SECTION 1. AUTHORIZATION OF SERIES 2014 BONDS. Subject and pursuant to the provisions of this Resolution, obligations of the County to be known as "Public Improvement Revenue Bonds (Palm Tran Project), Series 2014" are hereby authorized to be issued in an original aggregate principal amount not exceeding \$18,000,000 for the purpose of paying or reimbursing the cost of the 2014 Project (including payment of the costs of issuance of such Series 2014 Bonds), as provided in this Resolution.

SECTION 2. INTEREST ON SERIES 2014 BONDS. The Series 2014 Bonds shall bear interest from the Date of Issue until payment of the principal thereof shall have been made or provided for in accordance with the provisions hereof. Interest accrued on the Series 2014 Bonds shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

SECTION 3. MANNER OF PAYMENT OF SERIES 2014 BONDS.

(a) Except as otherwise set forth below or in the Covenant Agreement, principal and interest due on the Series 2014 Bonds shall be payable by wire transfer in immediately available funds to an account with a financial institution within the United States designated by the registered Bondholder and on file with the Paying Agent as of the applicable Record Date.

(b) Except as otherwise provided in the Covenant Agreement, if and to the extent that there shall be a default in the payment of the principal or interest due on any Payment Date therefor, such defaulted principal and/or interest shall be paid to the Owner in whose name the Series 2014 Bonds (or any Series 2014 Bond or Series 2014 Bonds

issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth Business Day next preceding the date of payment of such defaulted principal and/or interest established by notice mailed by the Registrar to the registered Owner not less than the tenth day preceding the Payment Date. All payments of principal and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

SECTION 4. DESCRIPTION OF SERIES 2014 BONDS. The Series 2014 Bonds shall be issued in the form of one fully registered fixed rate term bond; shall have the amortization schedule to be affixed to the definitive Series 2014 Bonds; shall be issued in an original aggregate principal amount not exceeding \$18,000,000; shall be dated the Date of Issue; shall mature on the Maturity Date (which shall not be later than September 1, 2019); shall bear interest from the Date of Issue as calculated herein at a rate of interest per annum not exceeding 5.00%, subject to adjustment upon certain circumstances, including a determination of taxability and a change in law affecting the Purchaser, but in no event in excess of the Maximum Interest Rate per annum; shall be permitted, but not required, to be subject to optional redemption prior to the Maturity Date; shall be lettered and numbered R-1; and shall be issued in Authorized Denominations, with the final details of the Series 2014 Bonds being set forth in the definitive Series 2014 Bonds issued and delivered on the Date of Issue, subject in all respects to the foregoing Parameters.

SECTION 5. EXECUTION OF SERIES 2014 BONDS. The Series 2014 Bonds shall be executed in the name of the County by the manual signature of the Mayor or the Vice Mayor in the absence of the Mayor (or any other member of the Board in the absence of the Mayor or

the Vice Mayor) and its official seal shall be affixed thereto or imprinted or reproduced thereon and attested by the manual signature of the Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2014 Bonds shall cease to be such officer of the County before the Series 2014 Bonds so signed and sealed shall have been actually sold and delivered, such Series 2014 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2014 Bonds had not ceased to hold such office. Any Series 2014 Bond may be signed and sealed on behalf of the County by such person who at the actual time of the execution of such Series 2014 Bond shall hold the proper office, although at the date such Series 2014 Bonds shall be actually delivered such person may not have held such office or may not have been so authorized.

The Series 2014 Bonds shall bear thereon a certificate of authentication, in the form set forth in the form of the Series 2014 Bonds attached hereto as Exhibit A, executed manually by the Registrar. Only such Series 2014 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Series 2014 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any Series 2014 Bond executed on behalf of the County shall be conclusive evidence that the Series 2014 Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefits of this Resolution.

SECTION 6. NEGOTIABILITY, REGISTRATION AND TRANSFER OF SERIES 2014 BONDS. Upon request of the registered Holder and upon surrender of the Series 2014 Bonds at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly

authorized attorney and upon payment by such Holder of any charges which the Registrar may make as provided in this Section, the Series 2014 Bonds may be exchanged for Series 2014 Bonds of the same interest rate and maturity of any other Authorized Denominations.

The Registrar shall keep books for the registration of Series 2014 Bonds and for the registration of transfers of Series 2014 Bonds. Unless otherwise provided in the Covenant Agreement or the definitive form of Series 2014 Bonds executed and delivered on the Date of Issue, the Series 2014 Bonds may only be transferred or assigned in whole, but not in part, subject to the prior written consent of the County, which consent shall not be unreasonably withheld, provided that the proposed transferee or assignee delivers to the County an investor certificate in form and substance identical to that delivered to the County by the Purchaser on the Date of Issue as required by Article VIII, Section 1 hereof. The Series 2014 Bonds shall be transferable by the Holder thereof in person or by his attorney duly authorized in writing only upon the registration books of the County kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney, together with evidence of the County's written consent to such transfer. Upon the transfer of any such Series 2014 Bond, the County shall issue in the name of the transferee a new Series 2014 Bond or Series 2014 Bonds.

The County and the Paying Agent and the Registrar shall deem and treat the person in whose name any Series 2014 Bond shall be registered upon the books kept by the Registrar as the absolute Holder of such Series 2014 Bond, whether such Series 2014 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Series 2014 Bond as the same become due and for all other purposes. All such payments so made to any such Holder or upon his or her order shall be valid and effectual to satisfy and

discharge the liability upon such Series 2014 Bond to the extent of the sum or sums so paid, and neither the County, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Series 2014 Bonds or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Series 2014 Bonds in accordance with the provisions of this Resolution. All Series 2014 Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Series 2014 Bonds, but the County or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required to transfer or exchange Series 2014 Bonds for a period from a Record Date to the next succeeding Payment Date on such Series 2014 Bonds. However, if less than all of the Series 2014 Bonds are defeased, the County shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Series 2014 Bonds, without charge to the Bondholder, for the unpaid balance of the principal amount of such Series 2014 Bonds so surrendered, a registered Series 2014 Bond in the appropriate Authorized Denomination and interest rate.

All Series 2014 Bonds paid at maturity shall be delivered to the Registrar promptly after such payment is made, and such Series 2014 Bonds, together with all Series 2014 Bonds purchased by the County with the intent of cancellation, shall thereupon be promptly canceled. Series 2014 Bonds so canceled may at any time be destroyed by the Registrar, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers

describing the Series 2014 Bonds so destroyed, and one executed certificate shall be filed with the County and the other executed certificate shall be retained by the Registrar.

SECTION 7. SERIES 2014 BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Series 2014 Bonds shall become mutilated, or be destroyed, stolen or lost, the County may in its discretion cause to be executed, and the Registrar shall authenticate and deliver, new Series 2014 Bonds of like date and tenor as the Series 2014 Bonds so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Series 2014 Bonds upon surrender and cancellation of such mutilated Series 2014 Bonds or in lieu of and substitution for the Series 2014 Bonds destroyed, stolen or lost, and upon the holder furnishing the County and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the County and the Registrar may prescribe and paying such expenses as the County and the Registrar may incur. All Series 2014 Bonds so surrendered shall be canceled by the County. If any of the Series 2014 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2014 Bonds, the County may pay the same, upon being indemnified as aforesaid, and if such Series 2014 Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2014 Bonds issued pursuant to this Section 7 shall constitute original, additional contractual obligations on the part of the County whether or not the lost, stolen or destroyed Series 2014 Bonds be at any time found by anyone, and such duplicate Series 2014 Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Series 2014 Bonds issued hereunder.

SECTION 8. PREPARATION OF DEFINITIVE SERIES 2014 BONDS. Subject to the Parameters, the text of the Series 2014 Bonds and Certificate of Authentication thereon shall be substantially in the form set forth in Exhibit A attached hereto.

[End of Article II]

ARTICLE III

FUNDS AND APPLICATION THEREOF, SECURITY AND COVENANTS

SECTION 1. SERIES 2014 BONDS SHALL BE SPECIAL OBLIGATIONS OF THE COUNTY. The Series 2014 Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in this Resolution. The Pledged Revenues are hereby pledged for the payment of the principal of and interest on, the Series 2014 Bonds in accordance with the terms and the provisions of this Resolution. The Series 2014 Bonds shall not be or constitute general obligations of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in this Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the County other than as provided in this Resolution. Furthermore, no Bondholder shall ever have a lien on the 2014 Project financed with the proceeds of the Series 2014 Bonds or any other real or personal property of the County, except for the Pledged Revenues in the manner and to the extent provided in this Resolution.

SECTION 2. COVENANT TO BUDGET AND APPROPRIATE. Until the Series 2014 Bonds are no longer Outstanding pursuant to the provisions of this Resolution, the County hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on the Series 2014 Bonds, as the same become due, and to restore any deficiency in any other fund or account created and established hereunder for the Series 2014 Bonds. Notwithstanding

the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues other than such services or programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the County.

To the extent that the County is in compliance with the covenant contained above and Section 9(e) of Article III of this Resolution, the obligations of the County contained herein shall not be construed as a limitation on the ability of the County to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

Such covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the County of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues hereafter entered into, including the payment of debt service on bonds or other obligations. Such covenant to budget and appropriate is subject to the provisions of Section 129.07, Florida Statutes, which makes it unlawful for the County to expend moneys not appropriated and in excess of the County's current budgeted revenues. Such covenant does not require the County to levy and collect any particular source of Non-Ad Valorem Revenues nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues. Such covenant does not give the Owner a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the County until such time as a deposit of such Non-Ad Valorem Revenues is made into the Sinking Fund or other fund hereunder for the purposes of this Article.

SECTION 3. ESTABLISHMENT OF FUNDS AND ACCOUNTS. There are hereby created and established with the County the following funds: (1) Sinking Fund (the "Sinking Fund"), and (2) 2014 Project Fund (the "2014 Project Fund") and therein a Cost of Issuance

Account (the "Cost of Issuance Account"). Within the Sinking Fund there shall be created a Principal and Interest Account (the Principal and Interest Account"). The Sinking Fund and the 2013 Project Fund, and all accounts therein shall constitute trust funds for the purposes hereof.

SECTION 4. APPLICATION OF BOND PROCEEDS. The proceeds received upon issuance of the Series 2014 Bonds shall be deposited into the 2014 Project Fund, with the amount to be deposited in the Cost of Issuance Account as specified in a certificate executed by the County Administrator and delivered at the time of issuance of the Series 2014 Bonds.

SECTION 5. APPLICATION OF REVENUES.

(a) On or before 12:00 Noon on the last Business Day prior to each Payment Date, the County shall deposit into the Sinking Fund an amount of Non-Ad Valorem Revenues (which at the time of such deposit become "Pledged Revenues") at least equal to the Debt Service due on such Payment Date

(b) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, and in any case no later than the close of business on the Business Day preceding such Payment Date, the County shall credit moneys therein to the Principal and Interest Account, the amount, if any, required so that the balance in said account shall equal the amount of principal of and interest on the Series 2014 Bonds coming due on the next Payment Date.

(c) In addition, subject to the foregoing, the County shall pay from County Moneys the fees and expenses, at such times as are necessary, of the Paying Agent, the Registrar and any other fees and expenses of the County relating to the Series 2014 Bonds.

SECTION 6. SINKING FUND--PRINCIPAL AND INTEREST ACCOUNT. The County shall pay out of the Principal and Interest Account to the Paying Agent on or before each Payment Date for the Series 2014 Bonds (i) the amount required for the interest payable on such Payment Date; and (ii) the amount of principal of such Series 2014 Bonds due on such Payment Date. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

SECTION 7. COST OF ISSUANCE ACCOUNT. Moneys on deposit in the Cost of Issuance Account shall be used to pay costs of issuing the Series 2014 Bonds to the extent not paid from other sources. Any moneys remaining in the Cost of Issuance Account not needed for the purposes thereof may be transferred to the Principal and Interest Account of the Sinking Fund.

SECTION 8. 2014 PROJECT FUND.

(a) There shall be paid into the 2014 Project Fund the amounts required to be so paid by the provisions of this Resolution as specified in a certificate executed by the County Administrator and there may be paid into the 2014 Project Fund, at the option of the County, any moneys received for or in connection with the 2014 Project by the County from any other source.

(b) Any amounts in the 2014 Project Fund shall be applied by the County to pay the cost of the Project (including the costs of issuing the Series 2014 Bonds, which shall be paid from moneys on deposit in the Cost of Issuance Account). Additionally, amounts in the 2014 Project Fund are available to reimburse the County for expenditures made with respect to the Series 2014 Project prior to the issuance of the Series 2014 Bonds.

(c) Before any such application of any amounts in the 2014 Project Fund shall be made (other than application to pay costs of issuing the Series 2014 Bonds, which shall be subject to the provisions of Section 7 of this Article III), the County shall prepare a requisition, signed by an authorized officer of the County showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the 2014 Project Fund and evidencing: (i) that obligations in the stated amounts, including any amounts retained by the County in the 2014 Project Fund to be paid at such later date, have been incurred by the County and that each item thereof is a proper charge against the 2014 Project Fund and has not been the basis of any previous requisition; and (ii) that there has not been filed with or served upon the County notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law. With respect to the reimbursement of expenditures made in connection with the 2014 Project prior to the issuance of the Series 2014 Bonds, it will be sufficient for the requisition to demonstrate that the expenditure to be reimbursed was a proper charge against the 2014 Project Fund.

(d) To the extent the other moneys are not available therefor in any other fund and account created under this Resolution, amounts in the 2014 Project Fund shall be applied to the payment of the principal of and interest on Series 2014 Project Bonds when due.

(e) Upon the acquisition of the last component of the 2014 Project, the balance in the 2014 Project Fund in excess of the amount, if any, needed to complete the acquisition of the 2014 Project shall be deposited in the Principal and Interest Account. Notwithstanding the foregoing, the County may apply such balance in the 2014 Project Fund to any lawful purpose of the County, if the County receives an Opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion of the interest on the Series 2014 Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(f) Prior to the acquisition of the 2014 Project, any earnings from moneys held in the 2014 Project Fund invested pursuant to the requirements of Article IV hereof shall be retained in the 2014 Project Fund.

SECTION 9. COVENANTS OF THE COUNTY.

(a) The County covenants to comply with each applicable requirement of the Code, and any successor provisions thereto, in order to maintain the exclusion of the interest on the Series 2014 Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code. In furtherance of the covenant contained in the preceding sentence, the County agrees to comply with the provisions of the Arbitrage Certificate executed by the County on the Date of Issue.

(b) The County shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2014 Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under this Resolution and available therefor or from any other legally available source.

(c) Notwithstanding any other provision of this Resolution to the contrary, as long as necessary in order to maintain the exclusion of interest on the Series 2014 Bonds from gross income for federal income tax purposes, the covenants contained in this Section shall survive the payment of the Series 2014 Bonds, including any payment or defeasance thereof pursuant to Article V of this Resolution.

(d) The County shall not take or permit any action or fail to take any action which would cause the Series 2014 Bonds to constitute private activity bonds within the meaning of section 141(a) of the Code, and the County shall not take or permit any action or fail to take any action which would cause the Series 2014 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(e) The County covenants that in each Fiscal Year of the County, while the Series 2014 Bonds are Outstanding the total Non-Self-Supporting Debt Service due for each such Fiscal Year of the County shall not exceed 50% of Non-Ad Valorem Revenues of the County. In furtherance of such covenant, the County covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the County can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are Outstanding (based on reasonable projections of the County) will be greater than 2.00 times the Non-Self-Supporting Debt Service in each such Fiscal Year; and (iii) the aggregate principal amount of Non-Self-Supporting Debt

bearing a variable interest rate will not exceed twenty-five per cent (25%) of the aggregate principal amount of Non-Self-Supporting Debt.

(f) The County shall in each Fiscal Year prepare and adopt an annual budget in accordance with the provisions of Section 129, Florida Statutes. Unless otherwise provided in the Covenant Agreement, a copy of such annual budget shall be furnished to the registered Owner upon request.

(g) The County covenants that within 270 days (or such different period of time as set forth in the Covenant Agreement, but not less than 180 days) following the end of each Fiscal Year while the Series 2014 Bonds are Outstanding, it shall cause an annual audit (prepared in accordance with generally accepted accounting principles consistently applied) of the County to be conducted by a recognized firm of independent public accountants following the end of each Fiscal Year. Unless otherwise provided in the Covenant Agreement, a copy of such annual audit shall be furnished to the registered Owner upon request.

[End of Article III]

ARTICLE IV

INVESTMENT OF FUNDS AND ACCOUNTS

A. Moneys held in all funds and accounts established under this Resolution shall be invested in Investment Obligations. All Investment Obligations shall mature or shall be subject to redemption at the option of the holder thereof not later than the respective dates when moneys held for the credit of such funds or accounts will be required for the purposes intended, including, in particular, the payment of principal of and interest on the Series 2014 Bonds when due.

B. Whenever a payment or transfer of moneys between two or more of the funds or accounts established pursuant to Article III hereof is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article IV; provided that the Investment Obligations transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer.

[End of Article IV]

ARTICLE V
DEFEASANCE

A. If the County shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the Owner of the Series 2014 Bonds the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid to the Paying Agent or a bank or trust company appointed as escrow agent all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights and interest created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Series 2014 Bonds herein provided for and except with respect to the covenants of the County, which by the terms of this Resolution survive the defeasance of the Series 2014 Bonds).

B. In addition, any Series 2014 Bond or Authorized Denominations thereof shall be deemed to be paid within the meaning of this Resolution when (a) payment of the principal of on such Series 2014 Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof either (i) shall have been provided by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment lawful money of the United States of America in an amount equal to the principal amount and all unpaid interest thereon to the due dates thereof; (ii) shall have been provided for by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment Defeasance Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any

such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be. At such times as a Series 2014 Bond or Authorized Denominations thereof shall be deemed to be paid hereunder, as aforesaid, such Series 2014 Bond or Authorized Denominations thereof shall no longer be secured by or entitled to the benefits of this Resolution except for the purposes of any such payment from such moneys and/or Defeasance Obligations.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Series 2014 Bond or Authorized Denominations thereof as aforesaid until: (a) the County shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Series 2014 Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the dates upon which moneys are to be available for the payment of the principal of said Series 2014 Bond or Authorized Denominations thereof, plus interest thereon to the due dates thereof, and (b) the County shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit.

C. Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for the payment of Series 2014 Bonds or Authorized Denominations thereof (including interest) shall be applied to and used solely for the payment of the Series 2014 Bonds or Authorized Denominations thereof

(including interest) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Series 2014 Bonds or Authorized Denominations thereof.

D. Anything in Article IX hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent or escrow agent, as applicable, pursuant to this Article for the payment of Series 2014 Bonds or Authorized Denominations thereof and the interest thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of the Series 2014 Bonds.

E. The provisions of this Article V may be modified by the Covenant Agreement.

[End of Article V]

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 1. EVENTS OF DEFAULT. Each of the following events, as may be modified by the Covenant Agreement, together with any Event of Default specified in the Covenant Agreement, shall constitute and is referred to in this Resolution as an "Event of Default":

(a) A failure by the County to pay the principal of the Series 2014 Bonds when the same shall become due and payable; or

(b) A failure by the County to pay an installment of interest on the Series 2014 Bonds after such interest has become due and payable; or

(c) A failure by the County to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (a) and (b) of this Section) contained in the Series 2014 Bonds or in this Resolution or in the Covenant Agreement on the part of the County to be observed or performed, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the County by the request of Owner of the Outstanding Series 2014 Bonds, unless such Owner shall agree in writing to an extension of such period prior to its expiration, provided, however, that the Owner shall be deemed to have agreed to an extension of such period if corrective action is initiated by the County, or on behalf of the County, within such period and is being diligently pursued.

If on the date payment of principal of or interest on the Series 2014 Bonds is due, sufficient moneys are not available to make such payment, the Paying Agent shall give immediate notice by telephone, telegraph or other electronic means, promptly confirmed in writing of such insufficiency to the Owner of the Outstanding Series 2014 Bonds.

SECTION 2. REMEDIES; RIGHT'S OF OWNER. Upon the occurrence of an Event of Default, the Owner of the Series 2014 Bonds may pursue any available remedy at law or in equity or by statute, including any applicable law or statute of the United States of America or of the State, to enforce the payment of principal of and interest on the Series 2014 Bonds then Outstanding or the obligations of the County hereunder. Notwithstanding anything contained in this Section to the contrary the Owner shall not have the right to accelerate the payment of principal of and interest on the Series 2014 Bonds.

No right or remedy by the terms of this Resolution is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission in exercising any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 3. RESTORATION TO FORMER POSITION. In the event that any proceeding taken to enforce any right under this Resolution shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then the County, and the

Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers shall continue as though no such proceeding had been taken.

SECTION 4. OWNER'S RIGHT TO DIRECT PROCEEDINGS. Anything in this Resolution to the contrary notwithstanding, the Owner shall have the right, by an instrument in writing, to direct the time, method and place of conducting all remedial proceedings available under this Resolution or exercising any power conferred by this Resolution.

SECTION 5. NO IMPAIRMENT OF RIGHT TO ENFORCE PAYMENT. Notwithstanding any other provision in this Resolution, the right of the Owner of Series 2014 Bonds then Outstanding to receive payment of the principal of and interest on such Series 2014 Bonds, on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Owner.

[End of Article VI]

ARTICLE VII
PAYING AGENT AND REGISTRAR

SECTION 1. COUNTY AS INITIAL PAYING AGENT AND REGISTRAR; COMPENSATION, EXPENSES AND ADVANCES. Initially, the Chief Financial Officer shall serve as Paying Agent and Registrar. The County reserves the right, without obtaining the consent of the registered Owner, to appoint a successor Paying Agent and Registrar as provided herein.

The Paying Agent and the Registrar (when other than the Chief Financial Officer) pursuant to the terms of this Resolution, shall be entitled to reasonable compensation for their services rendered hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including reasonable counsel fees) reasonably incurred in connection therewith except as a result of their negligence or willful misconduct.

SECTION 2. DEALINGS IN SERIES 2014 BONDS AND WITH THE COUNTY. The Registrar and the Paying Agent (when other than the Chief Financial Officer or the County) in its or their individual capacity or capacities, may in good faith buy, sell, own, hold and deal in any of the Series 2014 Bonds issued hereunder, and may join in any action which the Owner of Series 2014 Bonds may be entitled to take with like effect as if it did not act in any capacity hereunder. The Registrar or the Paying Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the County and may act as depository, trustee or agent for the Owner of the Series 2014 Bonds secured hereby or other obligations of the County, as freely as if it did not act in any capacity hereunder.

SECTION 3. ALLOWANCE OF INTEREST. The Paying Agent may, but shall not be obligated to, allow and credit interest upon any moneys which it may at any time receive under any of the provisions of this Resolution, at such rate, if any, as it customarily allows upon similar funds of similar size and under similar conditions, provided that such allowance and credit shall not result in any violation of Article III, Section 9(d) hereof. All interest allowed on any such moneys shall be credited to the appropriate fund or otherwise applied as provided in Article III with respect to interest on investments. Funds held by the County or Paying Agent (when other than the County) hereunder need not be segregated from other funds held by the County or Paying Agent (when other than the County) except to the extent required by law.

SECTION 4. PAYING AGENT. The Paying Agent shall:

(a) hold all sums held by it for the payment of the principal of or interest on Bonds in trust for the benefit of the Owner of the Outstanding Series 2014 Bonds until such sums shall be paid to such Owner or otherwise disposed of as herein provided, and

(b) keep such books and records as shall be consistent with prudent industry practice, and make such books and records available for inspection by the County and the Owner at all reasonable times.

SECTION 5. QUALIFICATIONS OF PAYING AGENT; RESIGNATION, REMOVAL. Any Paying Agent (when other than the County) appointed hereunder shall be a commercial bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent (when other than the County) may at any time resign and be discharged of the duties and obligations created by this Resolution by

giving at least sixty (60) days' notice to the County, however, that no resignation of the Paying Agent shall take effect until a successor has been appointed by the County and has accepted the duties of Paying Agent. The County may resign as Paying Agent, however, that such resignation shall not take effect until a successor has been appointed by the County.

The Paying Agent (when other than the County) may be removed by the County by an instrument or instruments in writing which may be accompanied by an instrument of appointment by the County of a successor and filed with the Bondholder.

In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor.

In the event that the County shall fail to appoint a Paying Agent hereunder, or in the event that the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the County shall not have appointed its successor as Paying Agent, the Chief Financial Officer of the County shall ipso facto be deemed to be, or continue to be, the Paying Agent for all purposes of this Resolution until the appointment by the County of the Paying Agent or successor Paying Agent, as the case may be.

SECTION 6. REGISTRAR. The Registrar hereby agrees, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the County and the Bondholder at all reasonable times.

The County shall cooperate with the Registrar to cause the necessary arrangements to be made and to be thereafter continued whereby Series 2014 Bonds, executed by the County and authenticated by the Registrar or any authenticating agent, shall be made available for exchange,

registration and registration of transfer at the designated office of the Registrar. The County shall cooperate with the Registrar to cause the necessary agreements to be made and thereafter continued whereby the Registrar shall be furnished such records and other information, at such times, as shall be required to enable the Registrar to perform the duties and obligations imposed upon him hereunder.

SECTION 7. QUALIFICATIONS OF REGISTRAR; RESIGNATION; REMOVAL.

The Registrar, initially, shall be the Chief Financial Officer. Any successor appointed hereunder (when other than the County) shall be a corporation duly organized under the laws of the United States of America or any state or territory thereof, having (or its parent having) a combined capital stock, surplus and undivided profits of at least \$50,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Registrar (when not the Chief Financial Officer) may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) days' notice to the County and the Paying Agent (if not also the Registrar). The Registrar may be removed at any time, at the direction of the County by an instrument, signed by the County, filed with the Registrar and the Paying Agent (if not also the Registrar) and the Bondholder. The Chief Financial Officer may resign as Registrar, however, that such resignation shall not take effect until a successor has been appointed by the County.

In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Series 2014 Bonds held by it in such capacity to its successor or, if there be no successor, to the Paying Agent.

In the event that the County shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the

Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the County shall not have appointed a successor as Registrar, the Paying Agent (if not also the Registrar) shall ipso facto be deemed to be the Registrar for all purposes of this Resolution until the appointment by the County of the Registrar or successor Registrar, as the case may be.

SECTION 8. SEVERAL CAPACITIES. Anything in this Resolution to the contrary notwithstanding, the same entity may serve hereunder as the Registrar, the Paying Agent and the authenticating agent and in any other combination of such capacities, to the extent permitted by law.

[End of Article VII]

ARTICLE VIII

ADDITIONAL MATTERS RELATING TO SERIES 2014 BONDS

SECTION 1. SALE OF THE SERIES 2014 BONDS. The Board hereby finds that, based on present market conditions, the volatility of interest rates and the recommendation of the Financial Advisor, it would be in the best interest of the County that the Series 2014 Bonds be sold on a negotiated basis as hereafter described. The County Administrator and Debt Manager, in consultation with the Financial Advisor, are hereby authorized to conduct a competitive proposal process to identify qualified financial institutions interested in purchasing the Series 2014 Bonds and to select as the Purchaser the institution that provides, in the judgment of the County Administrator and Debt Manager (in consultation with the Financial Advisor), the most favorable overall proposal to the County for the purchase of the Series 2014 Bonds. In order to set forth additional covenants of the County and other matters that may be required by the Purchaser in connection with the Series 2014 Bonds, the execution and delivery of the Covenant Agreement is hereby authorized. Subject to the Parameters, the Covenant Agreement shall contain provisions not in conflict with this Resolution, except as such conflicting provisions may be permitted hereby, and may include additional covenants of the County required by the Purchaser, all as shall be approved by the County Administrator and Debt Manager, in consultation with the Financial Advisor and Bond Counsel. Upon such approval, the Mayor or the Vice Mayor in the absence of the Mayor (or any member of the Board in the absence of the Mayor or Vice Mayor) is hereby authorized and directed to execute, and the Clerk is hereby authorized and directed to attest, the Covenant Agreement. The execution and delivery of the Covenant Agreement shall constitute conclusive evidence of the approval thereof. It shall be a condition to the issuance and delivery of the Series 2014 Bonds that the Purchaser provides the

County with a Disclosure and Truth-in-Bonding Statement as required by Section 218.385, Florida Statutes and a customary investor letter executed on behalf of the Purchaser on the Date of Issue. The continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 shall not apply to the Series 2014 Bonds.

SECTION 2. APPOINTMENT OF PAYING AGENT AND REGISTRAR; COMPENSATION, EXPENSES AND ADVANCES. The Chief Financial Officer is hereby appointed as initial Paying Agent and initial Registrar with respect to the Series 2014 Bonds.

The Paying Agent and the Registrar (other than the Chief Financial Officer or other County official), pursuant to the terms of this Resolution, shall be entitled to reasonable compensation for their services rendered under this Resolution and hereunder (not limited by any provision of law in regard to the compensation of the trustee of an express trust) and to reimbursement for their actual out-of-pocket expenses (including reasonable counsel fees) reasonably incurred in connection therewith except as a result of their negligence or willful misconduct.

To the extent necessary to evidence the rights, duties and obligations of the Paying Agent and Registrar, the Mayor or the Vice Mayor in the absence of the Mayor (or any member of the Board in the absence of the Mayor or Vice Mayor), in consultation with the Financial Advisor and Bond Counsel, is hereby authorized and directed to execute an agreement or agreements with the Paying Agent and Registrar setting forth such rights, duties and obligations. The Clerk is authorized and directed to attest such agreement. The execution and delivery of any such agreement by the Mayor or Vice Mayor (or any member of the Board in the absence of the Mayor or Vice Mayor) shall constitute conclusive evidence of the approval thereof.

[End of Article VIII]

ARTICLE IX
MISCELLANEOUS PROVISIONS

SECTION 1. MODIFICATION OR AMENDMENT.

(a) Except as provided in paragraph (b) below, no material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Owner of the Outstanding Series 2014 Bonds.

(b) Except as may otherwise be set forth in the Covenant Agreement, this Resolution may be amended, changed, modified and altered without the consent of the Owner of the Outstanding Series 2014 Bonds, (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes which will not adversely affect the interest of such Owner, or (iii) to maintain the exclusion of interest on the Series 2014 Bonds from gross income for federal income tax purposes.

SECTION 2. REIMBURSEMENT – DECLARATION OF OFFICIAL INTENT.

(a) The statements contained in this Resolution with respect to the reimbursement of the capital expenditures referred to in this Resolution are intended to be statements of official intent as required by, and in conformance with, the provisions of Section 1.150-2(e) of the Regulations.

(b) The County anticipates it may incur certain capital expenditures relating to the 2014 Project prior to the issuance of the Series 2014 Bonds, and such expenditures will be paid from the County's General Fund.

(c) The expenditures to be reimbursed pursuant to this Resolution have been incurred within 60 days prior to the date hereof or will be incurred after the date hereof in connection with the 2014 Project.

(d) The maximum principal amount of Series 2014 Bonds expected to be issued for the 2014 Project is \$18,000,000.

(e) The County reasonably expects to reimburse the expenditures contemplated under this Resolution with a portion of the proceeds of the Series 2014 Bonds of the County subsequent to the date hereof, and no funds from sources other than the "reimbursement bond issue" (as such term has the meaning assigned to it under the Regulations) portion of the Series 2014 Bonds are, or are reasonably expected to be, reserved, allocated on a long term basis, or otherwise set aside by the County pursuant to the County's budget or financial policies to pay for such expenditures.

(f) The County will, upon receipt of the proceeds of the Series 2014 Bonds (or within 30 days thereof), allocate in writing the amount of proceeds of the Series 2014 Bonds (i.e., the reimbursement bond issue) used to reimburse the prior capital expenditures incurred in connection with the Project (herein, the "Prior Expenditures"). Such allocation will be accomplished within the later of 18 months from the earliest date such Prior Expenditures were incurred or the date the Project is placed in service (but in no event later than 3 years after the first Prior Expenditure was made).

SECTION 3. SEVERABILITY OF INVALID PROVISIONS. 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, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Series 2014 Bonds issued hereunder.

[Remainder of page intentionally left blank]

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the motion passed as follows:

Commissioner Priscilla A. Taylor, Mayor	-
Commissioner Paulette Burdick, Vice Mayor	-
Commissioner Hal R. Valeche	-
Commissioner Shelley Vana	-
Commissioner Steven L. Abrams	-
Commissioner Mary Lou Berger	-
Commissioner Jess R. Santamaria	-

The Mayor thereupon declared the resolution duly passed and adopted this ____ day of _____, 2014.

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Paul F. J.
County Attorney

EXHIBIT A

FORM OF SERIES 2014 BONDS

The text of the Series 2014 Bonds shall be of substantially the tenor set forth below, with such changes as may be necessary to conform to the Covenant Agreement.

No. R-1

\$ _____

UNITED STATES OF AMERICA

STATE OF FLORIDA

PALM BEACH COUNTY

PUBLIC IMPROVEMENT REVENUE BOND

(PALM TRAN PROJECT), SERIES 2014

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
_____ %	_____ 1, 20__	_____, 2014

Registered Owner: [Purchaser]

Principal Amount: _____ DOLLARS (\$ _____)

KNOW ALL MEN BY THESE PRESENTS, that Palm Beach County, Florida (the "County"), for value received, hereby promises to pay, solely from the Pledged Revenues (hereinafter defined) to the Registered Owner or registered assigns on the Maturity Date specified above the Principal Amount stated hereon, and to pay, solely from the Pledged Revenues, interest on the Principal Amount from the date hereof to the Maturity Date at the Interest Rate per annum set forth above, subject to adjustment as herein provided. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public

and private debts. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Resolution (hereinafter defined). Promptly following the payment of the principal of this Bond, the Registered Owner shall provide the County with evidence of the cancellation hereof. The Chief Financial Officer is serving as the Initial Paying Agent and Registrar for this Bond. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Resolution.

Interest on this Bond shall be calculated on the basis of a 360 day year consisting of twelve 30 day months and shall be payable on each March 1 and September 1 through the Maturity Date, commencing on September 1, 2014 in accordance with the amortization schedule attached hereto. Principal on this Bond shall be payable annually on each September 1, commencing September 1, 2015 through the Maturity Date in accordance with the amortization schedule attached hereto.

[In the event any payment of the principal of and interest on this Bond is not paid when due, the unpaid amounts shall bear interest, from and after five (5) days after the due date, at the Default Rate (as hereinafter defined). The term "Default Rate" shall mean [_____].

[Add additional adjustments to interest rate per annum required by Purchaser]

This Bond [shall] [shall not] be redeemable prior to the Maturity Date at the option of the County. [Include optional redemption features, if any.]

This Bond represents all of an authorized issue of bonds of the County designated as its Public Improvement Revenue Bonds (Palm Tran Project), Series 2014 (the "Series 2014 Bonds") issued under the authority of and in full compliance with the Constitution, the County Charter, as amended and supplemented, and laws of the State of Florida, including particularly Chapters 125 and 166, Florida Statutes and other applicable provisions of law, and a resolution duly adopted

by the Board on _____, 2014 (the "Resolution") is issued for the purposes set forth in the Resolution, and is subject to all the terms and conditions of the Resolution. This Bond is issuable only as a registered bond without coupons in Authorized Denominations equal to the Outstanding principal amount of this Bond from time to time.

This Bond is a special obligation of the County and is payable solely in the manner and to the extent set forth in the Resolution. The County has pledged the Pledged Revenues for the payment of the principal of and interest on this Bond in accordance with the terms and the provisions of the Resolution. This Bond shall not be or constitute a general obligation of the County within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues, in the manner and to the extent provided in the Resolution. No Owner shall ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay this Bond or the interest thereon, nor shall any Owner be entitled to payment of such principal or interest from any other funds of the County other than as provided in the Resolution. Furthermore, no Owner shall ever have a lien on the Project or any other real or personal property of the County, except for the Pledged Revenues, in the manner and to the extent provided in the Resolution.

Until this Bond is paid or deemed paid pursuant to the provisions of the Resolution, the County covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on this Bond, as the same become due.

The Resolution provides that notwithstanding the foregoing covenant of the County, the County does not covenant to maintain any services or programs, now provided or maintained by

the County, which generate Non-Ad Valorem Revenues other than such services or programs which are essential public purposes affecting the health, welfare and safety of the inhabitants of the County. The Resolution further provides that to the extent that the County is in compliance with the foregoing covenant and Section 9(e) of Article III of the Resolution, the obligations of the County contained in the Resolution shall not be construed as a limitation on the ability of the County to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

Such covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the County of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into, including the payment of debt service on bonds or other obligations. Such covenant to budget and appropriate is subject to the provisions of Section 129.07, Florida Statutes, which makes it unlawful for the County to expend moneys not appropriated and in excess of the County's current budgeted revenues. Such covenant does not require the County to levy and collect any particular source of Non-Ad Valorem Revenues nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues. Such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the County until such time as a deposit of such Non-Ad Valorem Revenues is made into the Sinking Fund or other fund created under the Resolution for the Bonds.

"Pledged Revenues" means: (i) moneys budgeted and appropriated by the County, and deposited into the Sinking Fund or any other Fund established under the Resolution, from Non-Ad Valorem Revenues (until deposited into the Sinking Fund in the manner and at the time

specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the County and all moneys deposited and held from time to time by the County in the funds and accounts established pursuant to the Resolution; (iii) investment income received by the County in the funds and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds.

“Non-Ad Valorem Revenues” means available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the County of Debt Service on this Bond, including, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any obligations of the County hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues; provided however that for the purpose of the anti-dilution test set forth in of the Resolution, “Non-Ad Valorem Revenues” means all available revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property which are legally available for payment by the County of Non-Self-Supporting Debt Service.

The original Registered Owner, and each successive Registered Owner of this Bond shall be conclusively deemed to have agreed and consented to the terms and conditions of the Resolution and this Bond, including the following:

- (1) The Registrar shall maintain the books of the County for the registration of this Bond as provided in the Resolution. Notwithstanding anything to the contrary in the Resolution, the Initial Registered Owner may not participate the obligations evidenced hereby. Further, notwithstanding anything to the contrary in the Resolution, this Bond

may only be transferred or assigned in whole, but not in part, subject to the prior written consent of the County, which consent shall not be unreasonably withheld, provided that the proposed transferee or assignee delivers to the County an investor certificate in form and substance identical to that delivered to the County by the initial Registered Owner hereof.

(2) The Paying Agent and Registrar shall deem and treat the person in whose name this Bond shall be registered upon the books kept by the Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the County, directly and in its capacity as Paying Agent and Registrar, shall not be affected by any notice to the contrary.

(3) If less than all of this Bond is defeased, the County shall execute and the Chief Financial Officer, as Registrar, shall authenticate and deliver, upon the surrender of this Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of this Bond so surrendered, a registered Bond in the appropriate Authorized Denominations and interest rate.

THE COUNTY, BY EXECUTION HEREOF, AND THE REGISTERED OWNER, BY ACCEPTANCE HEREOF, MUTUALLY AND WILLINGLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY AND ALL CLAIMS MADE BETWEEN THEM WHETHER NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING, WITHOUT LIMITATION, ANY

AND ALL CLAIMS, AND INTERVENOR'S CLAIMS WHETHER ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, AND PERFORMANCE OF THE TRANSACTIONS TO WHICH THIS BOND RELATES.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond is in full compliance with all constitutional or statutory limitations or provisions.

IN WITNESS WHEREOF, Palm Beach County, Florida, has issued this Bond and has caused the same to be executed by the manual signature of its Mayor and the official seal of the County to be affixed hereto or lithographed or imprinted or reproduced hereon, and attested by the manual signature of the Clerk, all as of the Dated Date.

PALM BEACH COUNTY, FLORIDA

(OFFICIAL SEAL)

By: _____
Mayor of the Board of County
Commissioners

CLERK & COMPTROLLER

ATTEST:

Name:
Title:

[FORM OF CERTIFICATE OF AUTHENTICATION]

Date of Authentication: _____, 2014

This Bond represents all of the Series 2014 Bonds delivered pursuant to the within mentioned Resolution.

_____, as Registrar

By: _____
Authorized Officer

AMORTIZATION SCHEDULE

[To follow]

2014 -

0792

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Fund 3075 - 17.9M NAV 14 CP PALM TRAN CONNECTION EQUIPMENT

BGRV 042314*551
BGEX 042314*1276

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>							
810-4100-8401 Bond Proceeds	0	0	17,845,000	0	17,845,000		
	0	0	0	0	0		
TOTAL RECEIPTS & BALANCES	0	0	17,845,000	0	17,845,000		
<u>Expenditures</u>							
541-5003-6401 Machinery & Equipment	0	0	17,167,000	0	17,167,000		17,167,000
541-5003-6412 Radio Equipment			600,000		600,000		600,000
541-5003-7305 Cost of Issuance	0	0	78,000		78,000		78,000
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	17,845,000	0	17,845,000		

Office of Financial Management and Budget

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

INITIATING DEPARTMENT/DIVISION

AT MEETING OF

Administration/Budget Department Approval

May 6, 2014

OFMB Department - Posted

Deputy Clerk to the

Board of County Commissioners

Handwritten signature

2014 - 0790

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Fund 2075 - 17.9M NAV 14 DS, PALM TRAN CONNECTION EQUIPMENT

BGRV 042214*550
BGEX 042214*1273

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>							
810-4100-8000 Transfer from Fund 0001	0	0	78,562	0			
TOTAL RECEIPTS & BALANCES	0	0	78,562	0	78,562		
<u>Expenditures</u>							
810-7198-7201 Interest Expense	0	0	78,562	0	78,562		78,562
TOTAL APPROPRIATIONS & EXPENDITURES	0	0	78,562	0	78,562		

Office of Financial Management and Budget

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

INITIATING DEPARTMENT/DIVISION

AT MEETING OF

Administration/Budget Department Approval

May 6, 2014

OFMB Department - Posted

Deputy Clerk to the

Board of County Commissioners

[Signature] 4/23/14
JP 4/23

2014 -

0791

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Fund 0001 - GENERAL FUND

BGEX 420 042214*1274

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Expenditures</u>							
760-7601-3457 Moving Expense - County Property	150,000	150,000	0	78,562	71,438	15,107	56,331
820-9300-9735 Transfer to Fund 2075	0	0	78,562	0	78,562		78,562
TOTAL APPROPRIATIONS & EXPENDITURES			78,562	78,562	0		

Office of Financial Management & Budget

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

May 6, 2014

Deputy Clerk to the
Board of County Commissioners

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

[Signature] 4/23/14
JF 4/23