

**A RESOLUTION TO PROVIDE FOR OBTAINING A TEMPORARY LOAN TO PAY CURRENT EXPENSES OF DEKALB COUNTY, GEORGIA IN CALENDAR YEAR 2025; TO PROVIDE FOR THE ISSUANCE AND SALE OF ITS TAX ANTICIPATION NOTE – 2025B TO EVIDENCE SUCH LOAN; TO SPECIFY THE DATE AND THE RATE OF INTEREST THE 2025B NOTE SHALL BEAR; TO PROVIDE FOR THE FORM OF THE 2025B NOTE AND FOR THE EXECUTION OF THE 2025B NOTE; TO PROVIDE FOR THE PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE 2025B NOTE; TO PROVIDE FOR THE SOURCE OF PAYMENT OF THE 2025B NOTE AND THE INTEREST THEREON; TO AUTHORIZE THE SALE OF THE 2025B NOTE TO [NAME OF PURCHASER]; AND FOR OTHER RELATED PURPOSES.**

**WHEREAS**, the Board of Commissioners of DeKalb County, Georgia and the Chief Executive Officer of DeKalb County, Georgia (the “**Governing Body**”) have determined that in order for DeKalb County, Georgia (the “**County**”) to pay expenses during calendar year 2025 prior to the receipt of taxes levied or to be levied for such year, it is necessary for the County to obtain a temporary loan in anticipation of the receipt of such taxes; and

**WHEREAS**, Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 (the “**Constitutional Provision**”) authorizes the governing authority of any municipality or other political subdivision of the State of Georgia to incur debt by obtaining temporary loans in each calendar year to pay the current expenses of such year; and

**WHEREAS**, Section 36-80-2 of the Official Code of Georgia Annotated (the “**Statutory Provision**”) provides that municipalities and other political subdivisions of the State of Georgia which are authorized to levy taxes shall have the power and authority, within the limitations prescribed by the Constitutional Provision, to issue notes in anticipation of the collection of taxes levied or to be levied during the calendar year; and

**WHEREAS**, pursuant to the Constitutional Provision, the aggregate amount of all such temporary loans may not exceed 75% of the total gross income of the County from taxes actually collected in the last preceding year; and

**WHEREAS**, pursuant to the Constitutional Provision, no such temporary loan may be obtained when there is a loan then unpaid that was obtained in any prior year under the Constitutional Provision, nor may the County incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants, or other obligations for current expenses in excess of the total anticipated revenue for such calendar year; and

**WHEREAS**, all temporary loans obtained by the County in calendar year 2024 and all prior calendar years pursuant to the Constitutional Provision have been paid in full; and

**WHEREAS**, during calendar year 2024, the total gross income of the County from taxes actually collected in calendar year 2024 aggregated not less than \$766,979,759, and the County is accordingly authorized to obtain during calendar year 2025 a temporary loan or loans in an aggregate amount not exceeding seventy-five percent (75%) of such amount (which is \$575,234,819.25); and

**WHEREAS**, the total anticipated gross income of the County from taxes for calendar year 2025 is not less than \$[REDACTED], and to date the County has not incurred any unpaid temporary loans or other contracts, notes, warrants, or other obligations for current expenses; and

**WHEREAS**, the Governing Body, after an independent investigation of the present and future needs of the County, has determined that the County should obtain a temporary loan in the principal amount not to exceed \$98,700,000 for the purpose of providing moneys to pay current expenses to be incurred by the County during calendar year 2025; and

**WHEREAS**, the most feasible method of obtaining this temporary loan is by the issuance and sale of the County's tax anticipation note for such purpose; and

**WHEREAS**, the County has solicited proposals from various financial institutions for the purchase of not to exceed \$98,700,000 in principal amount of a tax anticipation note hereinafter authorized to be issued, and such tax anticipation note will be sold to **[Name of 2025B Note Purchaser]** (the "**2025B Note Purchaser**"); and

**WHEREAS**, as a result of this sale, the tax anticipation note shall bear interest from the dates advances are made at the rate per annum hereinafter set forth, and all interest shall be payable on the date of the payment of the tax anticipation note; and

**WHEREAS**, the tax anticipation note should now be printed or otherwise reproduced, executed, and thereafter issued and delivered, and it is necessary to adopt a note form, to provide for the execution of the tax anticipation note, and to designate a place for the payment of the principal of and interest on the tax anticipation note; and

**WHEREAS**, the tax anticipation note, when issued, will constitute an indebtedness of the County that must be paid on or prior to September 1, 2025, and provision should be made for the pledge of the County's full faith and credit and taxing power to produce moneys in an amount sufficient to provide for the payment of the principal of and interest on the tax anticipation note as the same become due and payable.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of DeKalb County, Georgia, and it is hereby resolved by authority of the same, as follows:

**Section 1.** As authorized pursuant to the Constitutional Provision and the Statutory Provision, the County shall obtain a temporary loan in anticipation of the collection of taxes levied or to be levied during calendar year 2025, in a principal amount not to exceed \$98,700,000 pursuant to the terms and conditions hereinafter set forth, to pay current expenses of the County in calendar year 2025.

**Section 2.** To evidence such temporary loan, there be and there is hereby authorized to be issued a tax anticipation note of the County in the principal amount not to exceed \$98,700,000 to be designated "DeKalb County, Georgia Tax Anticipation Note – 2025B" (the "**2025B Note**"), and the 2025B Note shall be dated the date of its issuance and delivery, shall be issued only as a single, fully registered note without coupons in the principal amount not to exceed \$98,700,000, shall be numbered RB-1, and shall bear interest from the date or dates advances are made at the rate of **[ ]**% per annum, payable at maturity and computed on the basis of a 360-day year consisting of twelve 30-day months, and the entire principal amount of the 2025B Note shall mature on September 1, 2025, without option of prior redemption.

**Section 3.** (a) The County shall keep at its office a register for the registration and registration of transfers of the 2025B Note. The name and address of the registered owner of the 2025B Note (the "**2025B Noteholder**"), each transfer thereof, and the name and address of each transferee of the 2025B Note shall be registered in such register. Prior to due presentment for registration of transfer, the person in whose name the 2025B Note shall be registered shall be deemed and treated as the owner and holder thereof for all purposes hereof (including the receipt of payments of principal of and interest on the 2025B Note), whether or not the

2025B Note shall be overdue, and the County shall not be affected by any notice or knowledge to the contrary.

(b) Upon surrender of the 2025B Note at the office of the County for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the 2025B Noteholder or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of the 2025B Note, the County shall execute and deliver, at its expense (except as provided below), a new 2025B Note in exchange therefor, in a principal amount equal to the unpaid principal amount of the surrendered 2025B Note. Each such new 2025B Note shall be payable to such person as the former 2025B Noteholder may request and shall be issued as a single, fully registered note substantially in the form provided in Section 5 hereof. Each such new 2025B Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered 2025B Note or dated the date of the surrendered 2025B Note if no interest shall have been paid thereon. The County may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of the 2025B Note. The 2025B Note shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered 2025B Note.

(c) Upon receipt by the County of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the 2025B Note, and

(1) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it (provided that if the 2025B Noteholder is, or is a nominee for, the 2025B Note Purchaser or another 2025B Noteholder with a minimum net worth of at least \$25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory), or

(2) in the case of mutilation, upon surrender and cancellation thereof,

the County at its expense shall execute and deliver, in lieu thereof, a new single, fully registered 2025B Note, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated 2025B Note or dated the date of such lost, stolen, destroyed, or mutilated 2025B Note if no interest shall have been paid thereon.

**Section 4.** All sums becoming due on the 2025B Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the 2025B Noteholder in writing to the County, without the presentation or surrender of the 2025B Note or the making of any notation thereon, except that upon written request of the County made concurrently with or reasonably promptly after payment in full of the 2025B Note, the 2025B Noteholder shall surrender the 2025B Note for cancellation, reasonably promptly after any such request, to the County. Prior to any sale or other disposition of the 2025B Note, the 2025B Noteholder shall endorse thereon the amount of principal paid thereon and the last date to which interest has been paid thereon.

**Section 5.** The 2025B Note will be executed by the manual or facsimile signature of the Chief Executive Officer of the County and by the manual signature of the Clerk thereof, and the corporate seal of the County will be impressed or imprinted thereon., and the 2025B Note shall be substantially in the form hereinafter set forth with such variations, omissions, and insertions as are permitted or required by this Resolution:

## [FORM OF 2025B NOTE]

THIS 2025B NOTE IS SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

**UNITED STATES OF AMERICA  
STATE OF GEORGIA  
DEKALB COUNTY, GEORGIA  
TAX ANTICIPATION NOTE – 2025B**

Number RB-1

Principal Amount Not To Exceed \$98,700,000

Date of Original Issue:Maturity Date:Interest Rate:

May 23, 2025

September 1, 2025

\_\_\_\_%

Registered Owner: **[Name of Purchaser]**

**KNOW ALL MEN BY THESE PRESENTS THAT** the **DEKALB COUNTY, GEORGIA** (the “County”), a political subdivision of the State of Georgia, for value received and in consideration of money borrowed, hereby promises to pay to the registered owner shown above, or registered assigns, on the maturity date identified above, without option of prior redemption, so much of the principal amount identified above that is advanced to it, as indicated in the Schedule of Advances attached to this 2025B Note, together with interest on the unpaid principal amount at the interest rate per annum identified above, from the dates advances are made until the principal amount has been fully paid, such interest being payable upon retirement of this 2025B Note and computed on the basis of a 360-day year consisting of twelve 30-day months.

All sums becoming due on this 2025B Note for principal and interest shall be paid in lawful money of the United States by the method and at the address specified for such purpose by the registered owner of this 2025B Note in writing to the County, without the presentation or surrender of this 2025B Note or the making of any notation hereon, except that upon the written request of the County made concurrently with or reasonably promptly after payment in full of this 2025B Note, the registered owner of this 2025B Note shall surrender this 2025B Note for cancellation, reasonably promptly after any such request, to the County. Prior to any sale or other disposition of this 2025B Note, the registered owner of this 2025B Note shall endorse hereon the amount of principal paid hereon and the last date to which interest has been paid hereon.

**[\*Insert default rate language of Purchaser, if any\*]**

This 2025B Note is the only note of an authorized issue limited in original principal amount to \$98,700,000, authorized by a resolution duly adopted by the Board of Commissioners of DeKalb County, Georgia and approved by the Chief Executive Office of the County (collectively, the “**Governing Body**”) on May 20, 2025 (the “**2025B Note Resolution**”), and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983, and Section 36-80-2 of the Official Code of Georgia Annotated, for the purpose of obtaining a temporary loan to pay expenses of the County in calendar year 2025.

This 2025B Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2025. The aggregate amount of this 2025B Note, together with other temporary loans obtained by the County to pay expenses of the County in calendar year 2025, does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2024 and does not exceed, together with other contracts, notes, warrants, and obligations of the County for current expenses in calendar year 2025, the total anticipated revenues of the County for calendar year 2025.

This 2025B Note shall be issued as a single, fully registered note without coupons in the original principal amount not to exceed \$98,700,000. Upon surrender of this 2025B Note at the office of the County for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this 2025B Note or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this 2025B Note, the County shall execute and deliver, at the County's expense (except as provided below), a new 2025B Note in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered 2025B Note. Each such new 2025B Note shall be payable to such person as the former registered owner of this 2025B Note may request and shall be issued as a single, fully registered note. Each such new 2025B Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered 2025B Note or dated the date of the surrendered 2025B Note if no interest shall have been paid hereon. The County may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this 2025B Note. This 2025B Note shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered 2025B Note.

Prior to due presentment for registration of transfer, the person in whose name this 2025B Note shall be registered shall be deemed and treated as the owner and holder hereof for all purposes hereof (including the receipt of payments of principal of and interest on this 2025B Note), whether or not this 2025B Note shall be overdue, and the County shall not be affected by any notice or knowledge to the contrary.

All borrowings evidenced by this 2025B Note, including the date and amount of each advance, shall be endorsed by the registered owner of this 2025B Note on the Schedule of Advances attached to this 2025B Note; provided, however, that any failure by the registered owner of this 2025B Note to endorse such information on such Schedule shall not in any manner affect the obligation of the County to make payments of principal and interest in accordance with the terms of this 2025B Note. The County hereby irrevocably authorizes and directs the registered owner of this 2025B Note to enter on the Schedule of Advances the date and amount of each advance under this 2025B Note.

The County hereby pledges to the registered owner of this 2025B Note its full faith and credit and taxing power for the purpose of paying the principal of and interest on this 2025B Note as the same become due and payable, as more particularly provided in Section 6 of the 2025B Note Resolution.

It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this 2025B Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this 2025B Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this 2025B Note and the interest hereon; and that this 2025B Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

**IN WITNESS WHEREOF**, the County, acting by and through its Chief Executive Officer, has caused this 2025B Note to be executed in its corporate name by the signature of its Chief Executive Officer, attested by the signature of the Clerk of said County and the corporate seal of said County to be impressed or imprinted hereon, all as of the Date of Original Issue set forth above.

DEKALB COUNTY, GEORGIA

By: \_\_\_\_\_  
Chief Executive Officer,  
DeKalb County, Georgia

[SEAL]

ATTEST:

\_\_\_\_\_  
Clerk of Chief Executive Officer and Board  
of Commissioners of DeKalb County, Georgia

## SCHEDULE OF ADVANCES

[illegible]

## CERTIFICATE OF REGISTRATION

The principal of and interest on this 2025B Note are payable by the Chief Financial Officer of DeKalb County, Georgia (the "County") as Paying Agent directly to the registered owner by mail at the address shown below, or as otherwise directed in writing to the Chief Executive Officer of the County by the registered owner. No transfer hereof shall be effectual unless made on the books of the Note Registrar by the registered owner, or its attorney, and noted hereon.

<u>REGISTRATION DATE</u>	<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>NOTE REGISTRAR</u>
May 23, 2025	<b>[Name and Address of Purchaser]</b>	<hr/> Chief Financial Officer, DeKalb County, Georgia

## ASSIGNMENT AND TRANSFER

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

\_\_\_\_\_  
(Tax Identification or Social Security No. \_\_\_\_\_)

the within 2025B Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within 2025B Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature \_\_\_\_\_

NOTICE:      The signature(s) to this assignment must correspond with the name as it appears upon the face of the within 2025B Note in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM OF 2025B NOTE]



**Section 6.** For the purpose of paying the principal of and interest on the 2025B Note as the same become due and payable, the County hereby pledges to the 2025B Noteholder its full faith and credit and taxing power for such payment. The County covenants that, in order to pay when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the principal of and interest on the 2025B Note when due and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The County further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments of principal of and interest on the 2025B Note that may be required to be made when due, whether or not any other sums are included in such measure, until all principal and interest due on the 2025B Note shall have been paid in full. The obligation of the County to pay the principal of and interest on the 2025B Note shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 6, then the fiscal officers of the County are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the general funds of the County. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall make such payments of principal of and interest on the 2025B Note to the 2025B Noteholder if for any reason the payment of such obligations shall not otherwise have been made.

**Section 7.** The County shall sell the 2025B Note to the 2025B Note Purchaser for the price of \$[REDACTED]. The Chief Executive Officer of the County is hereby authorized to execute and deliver, on behalf of the County, a purchase contract between the County and the 2025B Note Purchaser, providing for the sale of the 2025B Note. The execution and delivery of a purchase contract by the Chief Executive Officer of the County shall constitute conclusive evidence of the ratification, confirmation, and approval by the Governing Body of the terms and conditions of the purchase contract.

**Section 8.** The 2025B Note shall, in due course, be delivered to the 2025B Note Purchaser against payment for the 2025B Note.

**Section 9.** All actions taken or to be taken by the Chief Executive Officer of the County and the Chief Financial Officer of the County relating to the authorization, issuance, and sale of the 2025B Note and the County's municipal advisor, PFM Financial Advisors LLC, in causing information with respect to the County and the 2025B Note to be prepared and distributed to potential purchasers of the 2025B Note, including the preparation, use and distribution of a Competitive Term Sheet with respect to the 2025B Note, shall be, and the same are hereby, ratified, confirmed, and approved.

**Section 10.** The County recognizes that the purchaser and owner of the 2025B Note will have accepted the 2025B Note on, and paid for the 2025B Note a price that reflects, the understanding that interest on the 2025B Note is not included in the gross income of the owner for federal income tax purposes under laws in force at the time the 2025B Note shall have been delivered.

The County shall take any and all action that may be required from time to time in order to assure that interest on the 2025B Note shall remain excludable from the gross income of the owner of the 2025B Note for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of the 2025B Note, the Chief Executive Officer of the County and the Chief Financial Officer of the County shall execute a Non-Arbitrage Certificate on behalf of

the County respecting the investment of the proceeds of the 2025B Note. Such certificate shall be a representation and certification of the County, and an executed counterpart thereof shall be delivered to the 2025B Note Purchaser. The County shall not knowingly invest or participate in the investment of any proceeds of the 2025B Note if such investment would cause interest on the 2025B Note to become included in gross income for federal income tax purposes.

The Chief Executive Officer of the County or the Chief Financial Officer of the County may also execute and deliver, on behalf of the County: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the County to comply with any requirements for rebate under Section 148(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The County shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall pay or cause to be paid to the United States any and all of such amounts on or before the due date.

The County hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of the 2025B Note, or use or permit the use of any of the capital assets being financed thereby, which would cause the 2025B Note or any portion thereof to be a “private activity bond” within the meaning of Section 141 of the Code.

The covenants, certifications, representations, and warranties contained in this Section 10 shall survive payment in full or provision for payment in full of the 2025B Note.

**Section 11.** The Chief Executive Officer of the County or the Chief Financial Officer of the County are hereby authorized and directed to execute, for and on behalf of the County, such other agreements, certificates, or documents as may be necessary or desirable in connection with the issuance, sale, and delivery of the 2025B Note or the investment of the proceeds of the 2025B Note.

[SIGNATURES ON FOLLOWING PAGE]

**Section 12.** All resolutions or parts of resolutions, if any, in conflict with this Resolution be and the same are hereby repealed.

ADOPTED by the Board of Commissioners of DeKalb County, this 20<sup>th</sup> day of May, 2025.

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Michelle Long Spears  
Presiding Officer  
Board of Commissioners  
DeKalb County, Georgia

APPROVED by the Chief Executive Officer of DeKalb County, this 20<sup>th</sup> day of May, 2025.

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Lorraine Cochran-Johnson  
Chief Executive Officer  
DeKalb County, Georgia

ATTEST:

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Barbara Sanders-Norwood, CCC  
Clerk to the Board of Commissioners and  
Chief Executive Officer  
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

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Zachary L. Williams  
Executive Assistant and Chief Operating Officer  
DeKalb County, Georgia

APPROVED AS TO FORM:

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Thomas P. Lauth  
Kutak Rock LLP  
as Bond Counsel to DeKalb County, Georgia

### CLERK'S CERTIFICATE

I, Barbara Sanders-Norwood, the duly appointed, qualified, and acting Clerk to the Board of Commissioners and the Chief Executive Officer of DeKalb County, Georgia (the "County"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on May 20, 2025 by the Board of Commissioners of the County in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the County, by a vote of \_\_\_\_ Yea and \_\_\_\_ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the County, which is in my custody and control.

GIVEN under my hand and the seal of the County, this \_\_\_\_ day of May, 2025.

(SEAL)

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Clerk to Board of Commissioners and Chief  
Executive Officer of DeKalb County