

RESOLUTION NO. 2004- 1

A RESOLUTION OF ST. JOHNS COUNTY COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE UNDERTAKING OF A PROJECT FOR THE REDEVELOPMENT OF THE VILANO BEACH COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL REIMBURSEMENT AGREEMENT WITH ST. JOHNS COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

(A) WHEREAS, the Board of County Commissioners of St. Johns County, Florida (the "Board") has established the Vilano Beach Community Redevelopment Area by its Resolution 2002-184.

(B) WHEREAS, the Board has approved the Vilano Beach Community Redevelopment Plan.

(C) WHEREAS, the St. Johns County Community Redevelopment Agency (the "Agency") in accordance with the Vilano Beach Community Redevelopment Plan finds it to be in furtherance of provisions of Section 163, Part III, Florida Statutes, as amended, to undertake reconstruction of Poplar Avenue and Vilano Road and the opening of Loja Street and related parking, drainage, utility and landscaping improvements (the "Project"), all in accordance with certain plans and specifications now or hereafter placed on file with the Board and the Agency.

(D) WHEREAS, the cost of the Project is approximately \$5,500,000 and the undertaking of the Project is conditioned upon St. Johns County, Florida (the "County") providing funds therefor from the issuance of its Sales Tax Revenue Bonds, Series 2004B (the "Bonds") to finance the cost of the Project and the costs of issuance relating to the Bonds; and the County has advised the Agency that the Bonds will be issued in an aggregate principal amount not exceeding \$5,615,000.

(E) WHEREAS, in order to induce the County to issue the Bonds, it is necessary for the Agency to agree to reimburse the County for debt service on the Bonds out of tax increment revenues in the Vilano Beach Community Redevelopment Area account (the "Vilano Revenues") of the St. Johns County Community Redevelopment Agency Trust Fund established by the Board, all pursuant to the provisions of an Interlocal Reimbursement Agreement substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the St. Johns County Community Redevelopment Agency as follows:


Section 1. The above recitals are hereby accepted as findings of fact and incorporated by reference herein.

Section 2. Pursuant to Chapter 163, Part III, Florida Statutes, as amended, the Agency hereby authorizes the Project, subject to funding provided by the County out of proceeds of the issuance of the Bonds and hereby agrees to reimburse to the County for debt service on the Bonds out of the Vilano Revenues in the manner provided in such Interlocal Reimbursement Agreement. The Project shall be administered and supervised by the County.

Section 3. The Chairman or Vice Chairman of the Agency and the Clerk or Deputy Clerk of the Agency are hereby authorized to (a) execute and deliver such Interlocal Reimbursement Agreement, with such changes as may be approved by the Chairman or Vice Chairman, such approval to be conclusively evidenced by his or her execution thereof and (b) and execute and deliver such other documents and take such other actions as are necessary to implement the transaction contemplated hereby.

PASSED, APPROVED AND ADOPTED this 27th day of July, 2004.

ST. JOHNS COUNTY COMMUNITY
REDEVELOPMENT AGENCY

By: 
Karen R. Stern, Chair

ATTEST: **Cheryl Strickland, Clerk**

Cheryl Strickland, Clerk of the Circuit
Court of St. Johns County, ex officio Clerk
of the St. Johns County Community
Redevelopment Agency

By: 
Deputy Clerk

EXHIBIT A

Interlocal Agreement

INTERLOCAL REIMBURSEMENT AGREEMENT

This Interlocal Reimbursement Agreement (the "Agreement") is entered into as of the 1st day of August, 2004, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, (the "County") and the ST. JOHNS COUNTY COMMUNITY REDEVELOPMENT AGENCY, a Florida public community redevelopment agency (the "Agency").

WITNESSETH:

WHEREAS, the Board of County Commissioners of the County by the adoption of its Resolution 2002-184 established the boundaries of the Vilano Beach Community Redevelopment Area and by the adoption of its Resolution 2002-208 incorporated the boundary areas of the Vilano Beach Community Redevelopment Area into the Agency; and

WHEREAS, the Board of County Commissioners of the County by enacting Ordinance 2002-64 (which amended Ordinance 2001-70) (the "Trust Fund Ordinance"), created the St. Johns County Community Redevelopment Agency Trust Fund (the "Trust Fund") and created a separate account therein for the Vilano Beach Community Redevelopment Area (the "Vilano Account") all for the purpose of carrying out redevelopment in the designated redevelopment areas pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the County enacted the Trust Fund Ordinance and a community redevelopment plan to, among other things, receive and manage tax increment revenues derived from the redevelopment areas; and

WHEREAS, the Agency has determined to acquire and construct a project consisting of the redevelopment of Vilano Beach, including but not limited to the reconstruction of Poplar Avenue and Vilano Road and the opening of Loja Street and related parking, drainage, utility and landscaping improvements (the "Project"), and has requested the assistance of the County in obtaining financing for the Project; and

WHEREAS, the County proposes to issue its Sales Tax Revenue Bonds, Series 2004B (the "Bonds"), authorized to be issued pursuant to Resolution No. 2004-__ of the County adopted July 27, 2004 (the "Bond Resolution"), to finance the cost of the Project and the costs of issuance relating to the Bonds; and

WHEREAS, pursuant to the Bond Resolution, the County will pay debt service on the Bonds from the Pledged Funds (as defined in the Bond Resolution); and

WHEREAS, the Agency will pay to the County tax increment revenues in the Vilano Account (the "Tax Increment Revenues") (which Tax Increment Revenues will be derived from the revenues received by the Agency and deposited into the Vilano Account of the Trust Fund pursuant to Redevelopment Act) sufficient to reimburse the County for all debt service to be paid on the Bonds in the manner hereinafter provided; and

WHEREAS, the parties hereto desire to memorialize the terms under which the County will issue the Bonds for such purpose, and the Agency will make such payments to the County.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The above set forth recitals are hereby incorporated into the terms of this Agreement.

2. Obligation to Repay County. The Agency shall reimburse the County for all costs incurred by the County on behalf of the Agency in connection with the issuance of the Bonds and the financing of the Project as described in Section 3.C. hereof.

3. Financing.

A. The County proposes to issue the Bonds in accordance with the Bond Resolution for the purpose of financing the cost of the Project and the costs of issuance relating to the Bonds. To the extent the cost of the Project exceeds the funds available from the proceeds of the Bonds, the Project will be modified so that the cost therefor will not exceed such available proceeds. Pursuant to the Bond Resolution, the County will secure the Bonds with its Pledged Funds, to the extent set forth therein.

B. The County will apply the proceeds of the Bonds to pay the costs of the Project and the costs of issuance relating to the Bonds. In consideration of the financing the cost of the Project by the County through the Bonds, the Agency will pay the Tax Increment Revenues to the County.

C. Commencing with the issuance of the Bonds under the Bond Resolution, the Agency shall immediately deposit or cause to be deposited all Tax Increment Revenues received by the Agency after the date of the issuance of the Bonds with the County in amounts sufficient, together with amounts currently deposited in the Vilano Account, to timely pay the following (the "Agency Obligations"):

(i) all current debt service on the Bonds;

(ii) all amounts paid or payable pursuant to the Bond Resolution, by reason of the issuance of the Bonds or necessary in order to preserve the exclusion of interest on the Bonds from the gross income of the recipients thereof for federal income taxation purposes (including the costs of issuance of the Bonds); and

(iii) all amounts necessary to reimburse the County for amounts expended by it to pay any of the items mentioned in clauses (i) or (ii) above together with interest on amounts paid by the County at the rate equal to the true interest cost of the Bonds from the date paid by the County until and including the date reimbursed by the Agency.

The obligation to transfer the Tax Increment Revenues to the County to pay the Agency Obligations specified in clauses (i), (ii) and (iii) above shall survive the date on which the Bonds are no longer Outstanding under the Bond Resolution.

Any amounts received by the Agency in excess of the amount necessary to pay the Agency Obligations set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

D. In order to secure its indebtedness to the County for the Agency's Obligations, the Agency hereby pledges to the County the Tax Increment Revenues which pledge shall be prior and superior to all other pledges thereof; *provided, however*, that the tax increment revenues which derive from redevelopment areas other than the Vilano Beach Community Redevelopment Area are not pledged in any manner to secure the Agency Obligations.

E. The Agency is presently entitled to receive tax increment revenues to be deposited in the redevelopment trust fund, and has taken all action required by law to entitle it to receive such revenues, and the Agency will diligently enforce the obligation of any "taxing authority" (as defined in Section 163.340(2), Florida Statutes) to appropriate its proportionate share of the tax increment revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such taxing authority to appropriate its proportionate share of such revenues, impair or adversely affect in any manner the deposit of such revenues in the redevelopment trust fund, or the pledge of such revenues hereby. The Agency and the County shall be unconditionally and irrevocably obligated so long as the Bonds are outstanding, and until the payment in full by the Agency of its indebtedness to the County for the Agency Obligations, to take all lawful action necessary or required in order to ensure that each such taxing authority shall appropriate its proportionate share of the tax increment revenues as now or later required by law, and to make or cause to be made any deposits of tax increment revenues or other funds required by this Agreement and the Bond Resolution.

F. Until all of the Agency Obligations are paid in full, the Agency will not issue any debt obligations payable from or secured by the Tax Increment Revenues unless consented to in writing by the County.

5. Modification. No modification or amendment of the terms hereof shall be valid unless made in writing and executed by the parties hereto.

6. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

7. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. Board of County Commissioners of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Bonds or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the County Commissioners of the County, as such, past, present or future, either directly or through the County it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Board of County Commissioners of the County, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the Board of County Commissioner of the County, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Bonds, on the part of the County.

11. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Bond Resolution. The obligation to pay to the County the Agency Obligations shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such Agency Obligations shall be payable solely from the Tax Increment Revenues to be received by the Agency pursuant to the Redevelopment Act. The Agency has no taxing power.

12. Filing of Agreement. It is agreed that this Agreement shall be filed with the Clerk of the Circuit Court of St. Johns County, in accordance with Section 163.01(11), Florida Statutes, as amended, and that this Agreement shall not become effective until so filed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

(OFFICIAL SEAL)

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Its Chairman

ATTEST:

Its Clerk

ST. JOHNS COUNTY COMMUNITY
REDEVELOPMENT AGENCY

Its Chairman

ATTEST:

Its Clerk