

RESOLUTION NO. 2005- 8

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT AMENDS AND SUPPLEMENTS ST. JOHNS COUNTY RESOLUTION NOS. 99-138 AND 2001-78; MAKES FINDINGS; PROVIDES DEFINITIONS; APPROVES AN INCREASE FROM \$15,000,000 TO \$30,000,000 IN THE COUNTY'S AUTHORIZED BORROWINGS FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION; AUTHORIZES THE COUNTY TO BORROW \$1,200,000 (THE "SIXTH LOAN") FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF SAID COMMISSION; PLEDGES CERTAIN NON-AD VALOREM FUNDS TO THE PAYMENT OF THE SIXTH LOAN; APPROVES THE TERMS AND CONDITIONS OF THE NOTE THAT WILL EVIDENCE THE SIXTH LOAN; AUTHORIZES A NEGOTIATED SALE OF THE SIXTH LOAN NOTE; AUTHORIZES THE EXECUTION AND DELIVERY OF THE SIXTH LOAN NOTE; DIRECTS THE COUNTY ADMINISTRATOR TO ENSURE THAT CERTAIN TASKS ARE PERFORMED; AUTHORIZES THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS; AND PROVIDES AN EFFECTIVE DATE.

WHEREAS, on April 17, 2001, the Board of County Commissioners of St. Johns County, Florida (the "Board"), adopted its Resolution No. 2001-78 amending and supplementing its Resolution No. 99-138, which together authorized, among other things, the Chairman to execute a Loan Agreement dated as of June 14, 2001 (the "Loan Agreement"), with the Florida Local Government Finance Commission (the "Commission"), which conditionally authorizes St. Johns County (the "County") to borrow up to \$15,000,000 from the Commission to finance certain capital improvements and capital acquisitions; and

WHEREAS, Section 3.03 of the Loan Agreement provides that the maximum loan amount under the Loan Agreement may be increased and the Board finds it necessary, desirable and in the best interest of the County to approve an increase in such maximum loan amount from \$15,000,000 to \$30,000,000 as hereinafter provided and to authorize the County to borrow an additional \$1,200,000 under the Loan Agreement;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. St. Johns County Resolutions Nos. 99-138 and 2001-78 are hereby supplemented by the following sections of this resolution and Section 6 of St. Johns County Resolution No. 99-138, as amended by St. Johns County Resolution No. 2001-78, is hereby amended by increasing the aggregate principal amount of the Loan, as defined and authorized

therein, from \$15,000,000 to \$30,000,000, with all other provisions of Section 6 remaining unchanged.

Section 2. The following words shall have the following meanings:

“Sixth Loan” means the \$1,200,000 that St. Johns County, Florida (the “County”), will borrow from the Florida Local Government Finance Commission (the “Commission”) under the Loan Agreement between the County and the Commission for the purpose of financing the Sixth Project.

“Sixth Loan Note” means the St. Johns County, Florida, Revenue Note payable to the order of the Florida Local Government Finance Commission to evidence the Sixth Loan.

“Sixth Project” means the renourishment of St. Johns County beaches in connection with the US Army Corp of Engineers beach renourishment program within St. Johns County.

Section 3. The Board finds, determines and declares the following:

A. The short length of time that is available to the County to obtain a loan to finance the Sixth Project; the length of the Sixth Loan repayment period; the amount of the Sixth Loan; and the nature of the security that the Board will pledge to secure the Sixth Loan Note require that the terms of the Sixth Loan Note be negotiated and sold at private sale rather than offered by competitive bid at public sale in order to assure the most favorable terms for the Board.

B. The Sixth Project and the financing thereof in the manner provided hereby serve a paramount County public purpose.

C. There are no Pledged Revenues, as such term is defined in the Loan Agreement, that secure the Sixth Note or the Sixth Loan.

Section 4. **Authorization of the Sixth Project.** The undertaking of the Sixth Project is hereby authorized.

Section 5. A negotiated private sale of the Sixth Loan Note to the Florida Local Government Finance Commission at a sales price of \$1,200,000 (being the amount of the Sixth Loan) is hereby authorized. The Sixth Loan Note shall be in substantially the form of the Loan Note that is attached as an Exhibit to the Loan Agreement with the following terms, conditions and modifications:

A. Principal Sum: \$1,200,000

B. Date of Issuance: Actual date of loan closing (expected to be no later than January 27, 2005).

C. Final Maturity Date: December 1, 2009

D. Principal Repayment Schedule

<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>
\$63,000	June 7, 2005
63,000	September 6, 2005
63,000	December 6, 2005
63,000	March 7, 2006
63,000	June 6, 2006
63,000	September 5, 2006
63,000	December 5, 2006
63,000	March 6, 2007
63,000	June 5, 2007
63,000	September 4, 2007
63,000	December 4, 2007
63,000	March 4, 2008
63,000	June 3, 2008
63,000	September 2, 2008
63,000	December 2, 2008
63,000	March 3, 2009
63,000	June 2, 2009
63,000	September 1, 2009
66,000	December 1, 2009

E. The Loan Note that is attached to the Loan Agreement shall be modified for the Sixth Loan Note by clarifying that the Sixth Loan Note is being issued to finance the renourishment of St. Johns County beaches in connection with the US Army Corp of Engineers beach renourishment program within St. Johns County and by clarifying that there are no Pledged Revenues that secure the Sixth Note or the Sixth Loan that it evidences.

The Chairman and the Clerk are authorized to execute and deliver the Sixth Note provided (i) that the closing statement or closing summary that is attached to and made a part of the Sixth Note provides sufficient information for the County Administrator to determine the initial Estimated Monthly Rate (as such term is defined in the Loan Agreement) on the Sixth Loan on the date of issuance of the Sixth Note, (ii) that such initial Estimated Monthly Rate does not exceed 3 percent per annum, (iii) that the County Administrator has possession of the truth in bonding statement that is described in Section 8 below and, (iv) that the County Administrator has delivered the certificate described in Section 9 below.

Section 6. The Designated Revenues, as that term is defined in the Loan Agreement, are pledged to the repayment of the Sixth Loan and the Sixth Loan Note. There are no Pledged Revenues that are pledged to the payment of the Sixth Loan or the Sixth Loan Note. In

accordance with section 4.03(a) of the Loan Agreement, the Board authorizes the Sixth Project to be funded from proceeds of the Sixth Loan.

Section 7. The County Administrator is directed to ensure that the notices and reports that are required by Section 218.38(1)(a) and (1)(c), Florida Statutes, in connection with the County's issuance of the Sixth Loan Note are timely made to the Division of Bond Finance of the State Board of Administration and that the interest on the Sixth Loan Note does not exceed the maximum rate of interest allowed by Section 215.84(3), Florida Statutes.

Section 8. The County Administrator is directed to ensure that at, or prior to, the closing of the sale of the Sixth Loan Note, (i) the Loan Agreement has been executed by the parties thereto and is still in force and (ii) the Florida Local Government Finance Commission provides to the County the truth-in-bonding statement pertaining to the Sixth Loan Note that is required by Section 218.385, Florida Statutes, and the information that is necessary to prepare the reports described in Section 7 above.

Section 9. The County Administrator is directed to cause a certificate to be delivered to the County Attorney and Jean M. Mangu, the County's general finance counsel, prior to the closing of the sale of the Sixth Loan Note that certifies and confirms that the County's agreement to budget and appropriate sufficient legally available non ad valorem revenues in the manner and to the extent required by the Loan Agreement and the Sixth Loan Note does not breach the County's preexisting anti-dilution covenants that pertain to the budgeting and appropriation of non-ad valorem revenues in relation to other current County debt and that it does not breach the County's covenant that is set forth in Section 6.04(c) of the Loan Agreement pertaining to the Sixth Loan and all other outstanding loans under the Loan Agreement. In the event that such a breach would occur, the County Administrator shall suspend the County's efforts to close the sale of the Sixth Loan Note and shall report that fact to the Board.

Section 10. The County Administrator is directed to ensure that Internal Revenue Service form 8038-G and the County's Certificate As To Arbitrage And Certain Other Tax Matters, or its equivalent, pertaining to the County's issuance of the Sixth Loan Note are timely executed by the County and delivered to the Internal Revenue Service.

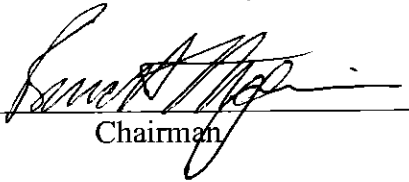
Section 11. The members of the Board and the officers, attorneys and other agents or employees of the Board are hereby authorized to do all acts and things required of them by Resolution No. 99-138, as amended and supplemented, or desirable or consistent with the requirements of Resolution No. 99-138, as amended and supplemented, for the full punctual and complete performance of all the terms, covenants and agreements contained in Resolution No. 99-138, as amended and supplemented, and in the Loan Agreement as they pertain to the Sixth Loan, and each appropriate member, employee, attorney and officer of the Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out and closing the Sixth Loan contemplated by this resolution, the Loan Agreement and Resolution No. 99-138, as amended and supplemented.

Section 12. Upon closing the sale of the Sixth Loan Note, the County Administrator is directed to ensure that a copy of the executed Sixth Loan Note and related documents are delivered to Ms. Jean M. Mangu, Esquire, the County's general finance counsel, for her records.

Section 13. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this twelfth day of January, 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

