

RESOLUTION NO. 2006-91

A RESOLUTION OF ST. JOHNS COUNTY AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND INTERLOCAL REIMBURSEMENT AGREEMENT WITH ST. JOHNS COUNTY COMMUNITY REDEVELOPMENT AGENCY IN CONNECTION WITH THE UNDERTAKING OF A REDEVELOPMENT PROJECT FOR THE VILANO BEACH COMMUNITY REDEVELOPMENT AREA; 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, pursuant to Resolution No. 2004-1 adopted July 27, 2004, found 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 on file with the Board and the Agency;

(D) WHEREAS, the cost of the Project was determined to be approximately \$5,500,000 and the undertaking of the Project was 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;

(E) WHEREAS, in order to induce the County to issue the Bonds, the Agency agreed 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 dated as of August 1, 2004; and the Bonds were issued in an aggregate principal amount of \$5,520,000;

(F) WHEREAS, the cost of the Project has increased and the County has authorized a transfer of \$2,100,000 from Transportation Trust Fund Reserves to cover certain additional costs of the Project (the "Fund Transfer"); and

(G) WHEREAS, in order to induce the County to make the Fund Transfer, it was necessary for the Agency to agree to repay the Fund Transfer out of the Vilano Revenues, all in the manner and to the extent described in a Second Interlocal Reimbursement Agreement substantially in the form attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, 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 County hereby authorizes the additional costs of the Project, subject to funding provided by the County and the repayment by the Agency as described herein. The Project shall continue to 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 Board are hereby authorized to (a) execute and deliver such Second 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 21st day of March, 2006.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chair

ATTEST:

Cheryl Strickland, Clerk of the Circuit  
Court of St. Johns County, ex officio Clerk  
of the Board of County Commissioners of  
St. Johns County, Florida

By: Patricia A. Grande  
Deputy Clerk

**EXHIBIT A**

**Interlocal Agreement**

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## SECOND INTERLOCAL REIMBURSEMENT AGREEMENT

This Second Interlocal Reimbursement Agreement (the "Agreement") is entered into as of the 21<sup>st</sup> day of March, 2006, by and between ST. JOHNS COUNTY, 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 (the "Board") 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 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 requested the assistance of the County in obtaining financing for the Project; and

WHEREAS, the County issued its Sales Tax Revenue Bonds, Series 2004B (the "Bonds"), pursuant to Resolution No. 2004-198 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 an Interlocal Reimbursement Agreement dated as of August 1, 2004 (the "2004 Interlocal Agreement"), the Agency agreed to 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 provided in the 2004 Interlocal Agreement; and

WHEREAS, the cost of the Project has increased and the County has authorized a transfer of \$2,100,000 from Transportation Trust Fund Reserves to cover certain additional costs of the Project (the "Fund Transfer"); and

WHEREAS, the Agency will pay to the County 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 repay the County for the Fund Transfer in the manner hereinafter provided; and

WHEREAS, the parties hereto desire to memorialize the terms under which the County will make the Fund Transfer 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 repay the County for all costs incurred by the County in connection with the Fund Transfer and the financing of the Project as described in Section 3 hereof.

3. Financing.

A. The County will make the Fund Transfer for the purpose of financing additional costs of the Project. To the extent the cost of the Project exceeds funds available for the Project, the Project will be modified so that the cost therefor will not exceed such available funds.

B. The County may apply funds transferred from Transportation Trust Fund Reserves to pay costs of the Project. In consideration of the Fund Transfer for the Project, the Agency will pay the Tax Increment Revenues to the County.

C. Commencing upon the Fund Transfer, after making the payments due to the County under the 2004 Interlocal Agreement, the Agency shall immediately deposit or cause to be deposited all Tax Increment Revenues received by the Agency after the date hereof (net of operating expenses) with the County until amounts have been paid to the County sufficient to fully repay the amount of the Fund Transfer plus interest thereon at a fixed rate of 9.5% per annum (based on a 7.5% prime interest rate as of the date hereof plus 2%, with interest calculated on a 30/360 day basis on the outstanding balance commencing on the date of transfer, in accordance with County policy regarding interfund transfers) until paid in full (the "Agency Obligations").

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, except the pledge thereof under the 2004 Interlocal Agreement; *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 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.

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. Members of Board and Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Board or the

Agency, as such, past, present or future, either directly or through the County or the Agency it being expressly understood that (a) no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Board or the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) 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 and the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the County and the Agency.

11. Obligations Limited. 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

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Its Chairman

ATTEST:

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