

RESOLUTION NO. 2017-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY MEMORIALIZING THE OBLIGATION OF THE AGENCY TO PAY, REPAY AND REIMBURSE THE CITY FOR DEBT INCURRED BY THE CITY IN FURTHERANCE OF THE COMMUNITY REDEVELOPMENT GOALS AND OBJECTIVES SET FORTH IN THE HISTORIC AREA TRANSPORTATION AND PARKING COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to and under the authority of the City Charter, Section 163.01, Florida Statutes, the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The City Commission of the City (the "City Commission") adopted Resolution No. 200-22 on November 29, 2000, declaring an area of the City described therein as the "Historic Area Transportation and Parking Community Redevelopment Area" (the "Historic Redevelopment Area") to be a blighted area and declaring itself to be the St. Augustine Community Redevelopment Agency (the "Agency") to carry out redevelopment within the Historic Redevelopment Area.

(B) Pursuant to Section 163.387, Florida Statutes, the City Commission established a community redevelopment trust fund for the Historic Redevelopment Area through the enactment of Ordinance No. 2000-46 on December 28, 2000, (the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Historic Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act").

(C) The City Commission and the Agency adopted the Historic Area Transportation and Parking Community Redevelopment Plan (as may be amended from time to time, the "Redevelopment Plan") to, among other things, provide for the expenditure of tax increment revenues within the Historic Redevelopment Area in furtherance of the redevelopment goals and activities set forth therein.

(D) The City and the Agency have determined from time to time that the most cost effective and timely manner in which to finance certain capital projects in the Redevelopment Plan is to have the City incur debt and use proceeds thereof to pay for

such capital projects, such debt service to be fully reimbursed by the Agency, thereby maximizing the use of tax increment revenues deposited into the Redevelopment Trust Fund to construct larger, more costly capital projects on a more efficient and expedited basis.

(E) In furtherance thereof, the City previously issued its Capital Improvement and Refunding Revenue Bonds, Series 2013 (the "Bonds") for purposes of, amongst other things, financing, refinancing and/or reimbursing costs associated with the design, acquisition, installation, construction and equipping of capital improvement and infrastructure projects within the Historic Redevelopment Area including but not limited to parking facilities, transportation projects, sidewalk, signage and streetscape improvements and site acquisition and preparation, as contemplated by the Redevelopment Plan (the "Historic Project").

(F) The Bonds are exclusively secured by the City's covenant to budget and appropriate legally available non-ad valorem revenues of the City, and are not secured by any tax increment revenues of the Agency.

(G) A portion of the proceeds of the Bonds were used to finance and/or the Historic Project.

(H) The City now desires to authorize and approve execution of an Interlocal Agreement between the City and the Agency to memorialize the Agency's commitment to pay, repay and reimburse the City from tax increment revenues of the Historic Redevelopment Area for amounts advanced by the City in furtherance of community redevelopment goals and objectives set forth therein, including but not limited to debt service on the Bonds (the "Interlocal Agreement").

SECTION 3. APPROVAL OF INTERLOCAL AGREEMENT. The City Commission hereby approves, authorizes and directs execution of the Interlocal Agreement in substantially the form attached hereto as Appendix A, with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to the delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Resolution and the Interlocal Agreement authorized hereunder.

SECTION 4. RATIFICATION AND CONFIRMATION. Based upon the findings herein, the Redevelopment Plan, and the public purpose advanced by redevelopment of the Historic Redevelopment Area, all prior actions by the City associated with advancing redevelopment of the Historic Redevelopment Area are in the public interest, serve public purposes and provide for accomplishing community redevelopment consistent with the Redevelopment Plan. The findings herein and all prior actions and plans of the City associated with the financing of redevelopment undertakings in the Redevelopment Area are hereby ratified and confirmed.

SECTION 5. GENERAL.

(A) If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

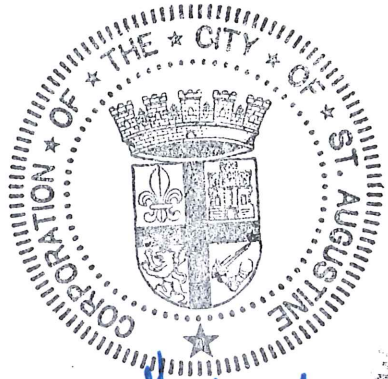
(B) It is not the City's intention, and nothing herein shall be so construed, to impair the effectiveness of any prior action or resolution taken or adopted by the City or the governing body of the Agency, with respect to the creation and establishment of the Agency, community redevelopment, the issuance of any bonds or obligations, or any other associated action taken by such governmental bodies.

(C) This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED this 24th day of April, 2017.

[Seal]



Attest:

Darlene Salambos
City Clerk

CITY OF ST. AUGUSTINE, FLORIDA

By: [Signature]
Mayor-Commissioner

Approved as to Form and Correctness:

[Signature]
City Attorney

APPENDIX A

**FORM OF
INTERLOCAL AGREEMENT**

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ST. AUGUSTINE, FLORIDA
AND
THE ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY**

This Interlocal Agreement (the "Agreement") is entered into as of April 24, 2017, by and between the CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the "City"), and the ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic (the "Agency").

WITNESSETH:

WHEREAS, the City Commission of the City (the "City Commission") adopted Resolution No. 2000-22 on November 29, 2000, declaring an area of the City described therein as the "Historic Area Transportation and Parking Community Redevelopment Area" (the "Historic Redevelopment Area") to be a blighted area and declaring itself to be the St. Augustine Community Redevelopment Agency to carry out redevelopment within the Historic Redevelopment Area; and

WHEREAS, pursuant to Section 163.387, Florida Statutes, the City Commission established a community redevelopment trust fund for the Historic Redevelopment Area through the enactment of Ordinance No. 2000-46 on December 28, 2000 (the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Historic Redevelopment Area pursuant to Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, the City Commission and the Agency adopted the Historic Area Transportation and Parking Community Redevelopment Plan (as may be amended from time to time, the "Redevelopment Plan") to, among other things, provide for the expenditure of tax increment revenues within the Historic Redevelopment Area in furtherance of the redevelopment goals and activities set forth therein; and

WHEREAS, the City and the Agency have determined from time to time that the most cost effective and timely manner in which to finance certain capital projects in the Redevelopment Plan is to have the City incur debt and use proceeds thereof to pay for such capital projects, such debt service to be fully reimbursed by the Agency, thereby maximizing the use of tax increment revenues to be received to construct larger, more costly capital projects on a more efficient and expedited basis; and

WHEREAS, in furtherance thereof, the City previously issued its Capital Improvement and Refunding Revenue Bonds, Series 2013 (the "Bonds") for purposes of, amongst other things, financing, refinancing and/or reimbursing costs associated with the design, acquisition, installation, construction and equipping of capital improvement and infrastructure projects within the Historic Redevelopment Area including but not limited to parking facilities,

transportation projects, sidewalk, signage and streetscape improvements and site acquisition and preparation, as contemplated by the Redevelopment Plan (the "Historic Project"); and

WHEREAS, the parties hereto desire to memorialize the Agency's commitment to pay, repay and reimburse the City from tax increment revenues of the Historic Redevelopment Area in the amount of the debt service on the Bonds which is allocable to the Historic Project; and

WHEREAS, prior to the date hereof, the City has borrowed monies by issuing the Bonds in furtherance of community redevelopment in the Historic Redevelopment Area in the manner and to the extent described herein, and the parties hereto desire to memorialize and affirm the Agency's commitments with respect thereto; and

WHEREAS, the Bonds are exclusively secured by the City's covenant to budget and appropriate legally available non-ad valorem revenues of the City, and are not secured by any tax increment revenues of the Agency; and

WHEREAS, a portion of the proceeds of the Bonds were used to finance and/or refinance the Historic Projects"); and

WHEREAS, the parties hereto desire to memorialize the terms under which the Agency shall repay the City for debt service payments made or to be made by the City in furtherance of community redevelopment in the Historic Redevelopment Area which is consistent with the Redevelopment Plan, which financial obligations shall be treated as indebtedness for purposes of applicable law; and

WHEREAS, other than as described herein, tax increment revenues received from the Historic Redevelopment Area are not subject to any prior pledge or lien, and are free from all encumbrances.

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 City.

A. To the extent permitted by the Redevelopment Act, the Agency shall immediately repay the City from tax increment revenues received in the Historic Redevelopment Area for principal and interest due and owing on City indebtedness which financed and/or refinanced or will finance and/or refinance capital projects in accordance with the Redevelopment Plan, including without limitation, principal and interest to be paid on the Bonds which is allocable to the Historic Project; provided, however, the Agency shall repay the City for any such debt service payments made on its behalf to the extent of available accumulated tax increment revenues and/or receipt of tax increment revenues. To the extent that the City prepays the

Bonds which are allocable to the Historic Project, the Agency shall repay the City the prepayment price, including any accrued interest, which is allocable to the Historic Project. The obligations to transfer such tax increment revenues of the Historic Redevelopment Area to the City to make payments hereunder shall survive the date on which the Bonds are no longer outstanding.

All payment obligations hereunder shall be on parity and equal status, with no priority of one obligation over another.

To the extent that the Agency does not timely make payments due hereunder, past due amounts shall bear interest at a rate equal to the investment return on proceeds until such past due amounts, together with interest thereon, are fully paid.

Notwithstanding anything herein to the contrary, the Agency's obligation to pay, repay and reimburse the City hereunder shall be cumulative and shall continue until the City has been repaid in full for all City expenditures made in furtherance of community redevelopment activities in the Historic Redevelopment Area.

B. Any amounts received by the Agency in excess of the amount necessary to make the payments required hereunder may be retained by the Agency and used for any lawful purpose of the Agency. The Agency shall be obligated to use all available and unencumbered tax increment revenues received from the Historic Redevelopment Area in its accounts to first satisfy outstanding obligations hereunder until such time as such obligations are fully satisfied and repaid.

C. In order to provide security for the City for the obligations hereunder, the Agency hereby pledges to the City the tax increment revenues received from the Historic Redevelopment Area and deposited into the Redevelopment Trust Fund, which pledge shall be prior and superior to all other pledges thereof; provided, however, that the tax increment revenues which derive from any other redevelopment areas heretofore or hereafter established within the Agency's jurisdiction are not pledged in any manner to secure the obligations hereunder. Notwithstanding anything to the contrary herein, the Bonds are not secured by any amounts pledged or paid hereunder.

D. The Agency is presently entitled to receive the tax increment revenues from the Historic Redevelopment Area to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such tax increment 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 such 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 tax increment revenues, impair or adversely affect in any manner the deposit of such tax increment revenues in the Redevelopment Trust Fund, or the pledge of such tax increment revenues hereby in the manner and to the extent as described herein. In the manner and to the extent described

herein, the Agency shall be unconditionally and irrevocably obligated until the payment in full by the Agency of its indebtedness to the City for the obligations described herein, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of such tax increment revenues as now or later required by law, and to make or cause to be made any deposits of such tax increment revenues or other funds required by this Agreement.

E. The Agency does hereby authorize and consent to the exercise of full and complete control and custody of the Redevelopment Trust Fund relating to the Historic Redevelopment Area, and any and all moneys therein, by the City for the purpose provided in this Agreement, including payment of the obligations hereunder, without further action of the Agency.

3. Severability. If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law, although 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 of this Agreement.

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

5. 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.

6. 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.

7. City Commission Members of the City 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 City Commission members of the City, past, present or future, either directly or through the City, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Commission members of the City, 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 City Commission member of the City are waived and released as a condition of, and as a consideration for, the execution of this Agreement on the part of the City.

8. Board Members of the 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 board members of the Agency, past, present or future, either directly or through the Agency, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the Agency, 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 board member of the Agency are waived and released as a condition of, and as a consideration for, the execution of this Agreement, on the part of the Agency.

9. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of this Agreement. Satisfaction of the obligations hereunder shall not be deemed to constitute a general obligation of the Agency or a pledge of the faith and credit of the Agency, and such obligations shall be payable solely from the tax increment revenues of the Historic Redevelopment Area to be received by the Agency pursuant to the Redevelopment Act. The Agency has no taxing power.

10. Eligibility to Receive Tax Increment Revenues. The Agency shall comply with all applicable requirements set forth in the Redevelopment Act which are necessary in order to receive tax increment revenues in the Historic Redevelopment Area and shall take all lawful action necessary or required to continue to receive such tax increment revenues so long as the Agency has an obligation to repay the City as described herein and shall not allow an impairment of its receipt of the tax increment revenues to the detriment of the City, absent the prior written consent of the City.

11. Interlocal Agreement; Filing with County Clerk of the Court. This Agreement shall constitute an interlocal agreement within the meaning of Section 163.01, Florida Statutes. The City is hereby authorized and directed after approval of this Agreement by the Agency and the City and the execution hereof to submit this Agreement to the Clerk of the Court of St. Johns County, Florida, for filing in the public records of St. Johns County, Florida, as provided by Section 163.01(11), Florida Statutes.

12. Effective Date. This Agreement shall become effective immediately upon the execution by the proper officers of the City and the Agency and filing with the Clerk of the Court as provided in Section 11 hereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be executed on the day and year first written above.

CITY OF ST. AUGUSTINE, FLORIDA

[City Seal]



MAYOR

ATTEST:

APPROVED AS TO FORM AND
CORRECTNESS:

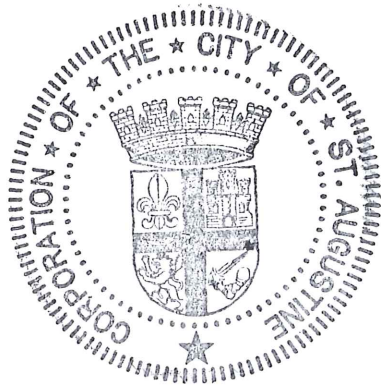


CITY CLERK



CITY ATTORNEY

[Agency Seal]



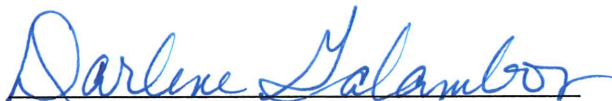
ATTEST:

**ST. AUGUSTINE COMMUNITY
REDEVELOPMENT AGENCY**



CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:



SECRETARY



GENERAL COUNSEL