

**CITY OF SPRINGFIELD, FLORIDA**

**ORDINANCE NO.: 432**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SPRINGFIELD, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INTERLOCAL AGREEMENT WITH BAY COUNTY, FLORIDA, THE CITIES OF PARKER AND CALLAWAY AND THE TOWN OF CEDAR GROVE PROVIDING FOR WHOLESALE WASTEWATER TREATMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL TREATMENT CONTRACT WITH RESPECT THERETO; AUTHORIZING THE CITY OF CALLAWAY AND BAY COUNTY, FLORIDA TO ISSUE CERTAIN BONDS AND BORROW CERTAIN OTHER AMOUNTS PURSUANT TO SAID SUPPLEMENTAL INTERLOCAL AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; APPROVING CERTAIN DISCLOSURE WITH RESPECT TO THE CITY, ITS WASTEWATER COLLECTION SYSTEM AND THE SYSTEM CONTAINED IN OFFERING DOCUMENTS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SPRINGFIELD, FLORIDA:

**SECTION 1. FINDINGS**

(A) The City of Springfield, Florida ("the City") has previously entered into an agreement (the "Existing Interlocal Agreement", as more fully described herein) with the Cities of Parker Callaway, the Town of Cedar Grove and Bay County, Florida, to construct a new wastewater treatment facility to be owned by the City and each of the aforesaid entities (collectively, the "Owners") and operated by an operator for the benefit of the Owners and to provide wholesale wastewater treatment services to such Owners and their citizens (such new treatment plant, together with certain other improvements described in said Existing Interlocal Agreement being referred to herein as the "System").

(B) In connection with the transactions contemplated by said Existing Interlocal Agreement, the City has previously entered into a Treatment Contract (the "Prior Treatment Contract") evidencing the City's obligation to make payments required by the terms of the Existing Interlocal Agreement.

(C) In connection with the transactions contemplated by the Existing Interlocal Agreement, the City authorized the City of Callaway and Bay County, Florida (the "Issuer") to jointly issue bonds (the "Series 1996 Bonds") for purposes of financing the acquisition and construction of the System, refunding certain outstanding indebtedness and financing certain other costs described in the Existing Interlocal Agreement.

(D) The City desires to authorize the Issuer to issue its Wastewater System Revenue Refunding Bonds, Series 2004 ( the "2004 Bonds") for purposes of refunding the Series 1996 Bonds to achieve certain debt service savings, and in connection therewith to amend and supplement the Existing Interlocal Agreement and Prior Treatment Contract.

(E) In connection with the issuance of the Series 2004 Bonds, the City desires to approve the form of the disclosure used to describe the City and its wastewater collection system, and to authorize the execution and delivery of a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with respect thereto.

**SECTION 2. DEFINITIONS.** Capitalized terms used in this Ordinance shall have the meanings set forth in the Existing Interlocal Agreement, except as otherwise provided herein.

**SECTION 3. AUTHORITY FOR THIS ORDINANCE.** This Ordinance is enacted pursuant to the provisions of Chapter 166, Florida Statutes, the City Charter of the City of Springfield and other applicable provisions of law. This Ordinance shall repeal or supersede any and/or all Charter provisions, ordinances, or resolutions, portions thereof, in conflict herewith.

**SECTION 4. AUTHORIZATION OF EXECUTION OF SUPPLEMENTAL INTERLOCAL AGREEMENT.** The City hereby authorizes and directs the Mayor to execute, and the City Clerk to attest under the corporate seal of the City, the Supplemental Treatment Contract and to deliver the Supplemental Treatment Contract to the other parties hereto, and does hereby authorize and direct the execution, sealing and delivery of the Supplemental Interlocal Agreement. All of the provisions of the Supplemental Interlocal Agreement, when executed and delivered by the other parties thereto, shall be deemed to be a part of this Ordinance as fully and to the same extent as if incorporated verbatim herein, and the Supplemental Interlocal Agreement shall be in substantially the form of the Supplemental Interlocal Agreement attached hereto as Exhibit A, with such changes, amendments, modifications, omissions and additions, including the date of such Supplemental Interlocal Agreement, as may be approved by said Mayor. Execution by the Mayor of the Supplemental Interlocal Agreement shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 5. AUTHORIZATION OF EXECUTION OF SUPPLEMENTAL TREATMENT AGREEMENT.** The City hereby authorizes and directs the Mayor to execute, and the City Clerk to attest under the corporate seal of the City, the Supplemental Treatment Contract and to deliver the Supplemental Treatment Contract to Bay County, Florida,

as the operator of the System (the "Operator"), and does hereby authorize and direct the execution, sealing and delivery of the Supplemental Treatment Contract. All of the provisions of the Supplemental Treatment Contract, when executed and delivered by the City as authorized herein and when duly authorized, executed and delivered by the Operator, shall be deemed to be a part of this Ordinance as fully and to the same extent as if incorporated verbatim herein, and the Supplemental Treatment Contract shall be in substantially the form of the Supplemental Treatment Contract attached hereto as Exhibit B with such changes, amendments, modifications, omissions and additions, including the date of such Supplemental Treatment Contract, as may be approved by said Mayor. Execution by the Mayor of the Supplemental Treatment Contract shall be deemed to be conclusive evidence of approval of such changes.

**SECTION 6. APPROVAL OF ISSUANCE AND SALE OF SERIES 2004 BONDS.**

The City does hereby authorize the issuance and sale by the Issuer of the Series 2004 Bonds, to Morgan Keegan & Company, Inc. and William, R. Hough & Co. (collectively, the "Underwriters") upon delivery to the Chairman of the Board of County Commissioners of Bay County, the Mayor of the City of Callaway and the Issuer's financial advisor of a contract of purchase evidencing:

- (A) Series 2004 Bonds in an aggregate principal not exceeding \$20,000,000;
- (B) Optional redemption of the Series 2004 Bonds beginning not later than September 1, 2014 at a price not in excess of 101% of par declining to par not later than September 1, 2015;
- (C) The final maturity of the Series 2004 Bonds being not later than September 1, 2026;
- (D) The true interest cost on such Series 2004 Bonds being not greater than 4.50% per annum;
- (E) Net present value debt service savings associated with the refunding of the Series 1996 Bonds of not less than 2.75%; and
- (F) The Underwriter's discount for the Series 2004 Bonds being not in excess of 0.75% of the initial principal amount of the Series 2004 Bonds.

The Mayor is authorized and directed to execute any document, including the Supplemental Loan Agreement to be entered into between the Issuer and the Operator acknowledging the City's understanding and approval of the terms of said loan(s).

**SECTION 7. DISCLOSURE REGARDING THE CITY CONTAINED IN OFFICIAL STATEMENT; CONTINUING DISCLOSURE AGREEMENT.**

- (A) The provisions regarding the City, the City's wastewater collection system and the System contained in the Official Statement to be utilized in the marketing of Series 2004 Bonds, in substantially the form attached hereto as Exhibit C, be and the same hereby are approved with respect to the information therein contained.

The use of a Preliminary Official Statement in the marketing of the Series 2004 Bonds is hereby authorized and the Official Statement, including any such changes, amendments, modifications, omissions, and additions as approved by the Mayor, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2004 Bonds to the public.

(B) In order to enable the Underwriters to comply with the provisions of SEC Rule 15c2-12 relating to secondary market disclosure, the Mayor is hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement in the name and on behalf of the City substantially in the form attached hereto as Exhibit D with such changes, amendments, omissions and additions as shall be approved by the Mayor, the execution and delivery thereof being conclusive evidence of such approval.

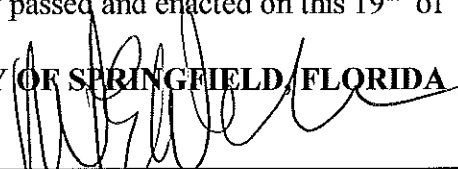
**SECTION 8. GENERAL AUTHORITY.** The members of the City Commission of the City and the officers, attorneys, and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, the Interlocal Agreement, the Treatment, Contract the Continuing Disclosure Agreement, or the documents securing the Series 2004 Bonds, or desirable or consistent with the requirements hereof or the Interlocal Agreement, the Treatment Contract, the Continuing Disclosure Agreement, or the documents securing the Series 2004 Bonds for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Interlocal Agreement, the Treatment Contract, the Continuing Disclosure Agreement, or the documents securing the Series 2004 Bonds, including the execution of any documents or instruments relating to insuring payment of the Series 2004 Bonds, and each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

**SECTION 9. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, through 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 separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

**SECTION 10. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its enactment.

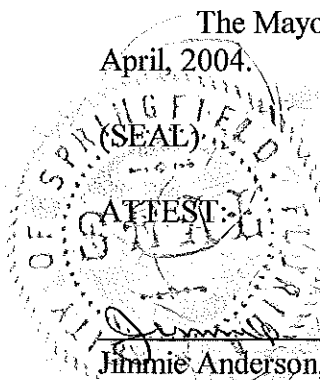
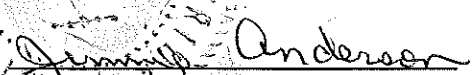
The Mayor thereupon declared this Ordinance duly passed and enacted on this 19<sup>th</sup> of April, 2004.

**CITY OF SPRINGFIELD, FLORIDA**

By:   
Robert E. Walker, Mayor

APPROVAL AS TO FORM AND CONTENT:

  
Donald J. Banks, City Attorney

  
ATTEST:  
  
Jimmie Anderson, Acting City Clerk