

**RESOLUTION No. 08-03**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SPRINGFIELD, FLORIDA, AND EX-OFFICIO THE GOVERNING BODY OF THE SPRINGFIELD COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERIM FUNDING INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF SPRINGFIELD AND THE SPRINGFIELD COMMUNITY REDEVELOPMENT AGENCY; RELATING TO THE USE AND EXPENDITURE OF TAX INCREMENT REVENUES DEPOSITED INTO THE SPRINGFIELD REDEVELOPMENT TRUST FUND; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Agency has been duly created to transact business and exercise powers under and pursuant to the Chapter 163, Part III, Florida Statutes ("Community Redevelopment Act");

**WHEREAS**, the City of Springfield (the "City") has advanced to or on behalf of the Springfield Community Redevelopment Agency (the "Agency") substantial funding and costs associated with identifying the Springfield Community Redevelopment Area, developing the Springfield Community Redevelopment Plan, planning for, administering, refining financing and implementing the Springfield Community Redevelopment Plan; and the City reasonably expects it will continue to advance such funding and costs on behalf of the Agency until tax increment revenues are paid into and available from the Community Redevelopment Trust Fund adopted and approved by Ordinance No. 461 (the "Trust Fund"); and

**WHEREAS**, the Agency and the City deem it necessary and desirable to enter into an Interlocal Agreement, in substantially the form attached hereto as Attachment A (the "Interlocal Agreement"), to document and more fully secure the repayment to the City by the Agency of all funds and costs advanced on behalf of and for the Agency by the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SPRINGFIELD, FLORIDA, AND EX-OFFICIO THE GOVERNING BODY OF THE SPRINGFIELD COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:**

**SECTION 1. AUTHORIZATION OF AGREEMENT.**

(A) The City Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement and the Clerk to attest the same under the seal of the City.

(B) The City Commission, ex-officio as the governing body of the Agency, hereby authorizes and directs the Mayor, ex-officio as the Chairman of the Agency, and the Clerk, ex-officio as the Clerk of the Agency, to respectively execute the Interlocal Agreement and attest the same on behalf of the Agency.

(C) Upon execution and delivery of the Interlocal Agreement by all of the parties hereto, the terms and provisions thereof shall become valid and binding obligations of the City and the Agency. The Interlocal Agreement shall be in substantially the form attached hereto, with such immaterial changes, amendments, modifications, omissions and additions as may be approved by the Mayor on behalf of the City and the Agency. Execution of the Interlocal Agreement by the Mayor in the foregoing capacities shall be deemed to be conclusive evidence of approval of such changes.

(D) The Interlocal Agreement shall be immediately filed with the Clerk of the Circuit Court of Bay County, Florida, as required by Section 163.01(11), Florida Statutes.

**SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

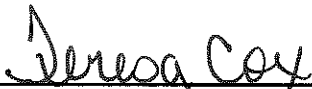
**PASSED AND DULY ADOPTED** by the City Commission of the City of Springfield, Florida, this 4<sup>th</sup> day of February, 2008.

**CITY OF SPRINGFIELD, FLORIDA**



Robert Walker, Mayor

ATTEST:



Teresa Cox, City Clerk

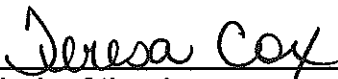
**PASSED AND DULY ADOPTED** by the City Commission of the City of Springfield, Florida, ex-officio as the governing body of as the Springfield Redevelopment Agency, this \_\_\_ day of February, 2008.

**SPRINGFIELD COMMUNITY  
REDEVELOPMENT AGENCY**



Chair

ATTEST:



Clerk of the Agency

**ATTACHMENT A**

**FORM OF INTERLOCAL AGREEMENT**

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT**, made and entered as of the 4<sup>th</sup> day of February, 2008, by and between the City of Springfield, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City" and the Springfield Community Redevelopment Agency, a public body corporate and politic, hereinafter referred to as the "Agency."

### WITNESSETH:

**WHEREAS**, the Agency has been duly created to transact business and exercise powers under and pursuant to the Chapter 163, Part III, Florida Statutes ("Community Redevelopment Act"); and

**WHEREAS**, the City and the Agency have adopted and approved the Springfield Community Redevelopment Plan (See Resolution No. 07-09); and

**WHEREAS**, in order to finance projects within the Springfield Community Redevelopment Area, the City established and created in accordance with the provisions of Section 163.387, Florida Statutes, a Redevelopment Trust Fund (the "Trust Fund") adopted and approved by Ordinance No. 461; and

**WHEREAS**, the City has advanced to or on behalf of the Agency substantial funding and costs associated with identifying the Springfield Community Redevelopment Area, developing the Springfield Community Redevelopment Plan, planning for, administering, refining, financing and implementing the Springfield Community Redevelopment Plan; and the City reasonably expects it will continue to advance such funding and costs on behalf of the Agency until tax increment revenues are paid into and available from the Trust Fund; and

**WHEREAS**, the Agency and the City deem it necessary and desirable to enter into this Interlocal Agreement to document and more fully secure the repayment to the City by the Agency of all funds and costs advanced on behalf of and for the Agency by the City.

**NOW THEREFORE**, in consideration of the mutual covenants of this Agreement, the Agency and the City agree as follows:

**SECTION 1. AUTHORITY.** This Agreement is entered into pursuant to the provisions of Chapter 163, Part I and Part III, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Agreement shall, for all purposes of this Agreement and of any agreement supplemental hereto, and of any certificate, opinion or other document herein mentioned have the meaning herein specified.

“**Act**” shall mean, as the context requires, Chapter 163, Florida Statutes, and other applicable provisions of law.

“**Agency**” shall mean the Springfield Community Redevelopment Agency, a body corporate and politic, created pursuant to Florida law.

“**Agreement**” shall mean this Interlocal Agreement between the City and the Agency, and any amendments or supplements thereto.

“**City**” means the City of Springfield, Florida, a municipal corporation created and existing pursuant to the laws of the State of Florida.

“**Community Redevelopment Area**” shall mean the Springfield Community Redevelopment Area created by Resolution No. 07-05 of the City, and any amendments or supplements thereto.

“**Community Redevelopment Plan**” shall mean the “Springfield Community Redevelopment Plan, dated June 2007” approved by Resolution No. 07-09 of the City, and any amendments or supplements thereto.

“**Fund**” or “**Trust Fund**” shall mean the Redevelopment Trust Fund created for the Community Redevelopment Area pursuant to Section 163.387, Florida Statutes, Ordinance No. 461, and any amendments or supplements thereto.

**SECTION 3. DUE DILIGENCE.** The City and the Agency have agreed to proceed with due diligence to carry out the provisions of the Community Redevelopment Plan, including the acquisition of property both real and personal, relocation assistance, the construction of projects and improvements, and the issuance of the bonds in the manner and as more fully described in Ordinance No. 462.

**SECTION 4. COVENANTS OF THE CITY.** The City shall in good faith from time to time continue to advance funds to or on behalf of the Agency, so that the Agency may have sufficient funds to pay the cost of preparation, planning, design and execution of community redevelopment in accordance with the Springfield Community Redevelopment Plan. The City's obligation to advance funds hereunder shall not exceed at any time an outstanding balance of \$300,000. The City shall apply the moneys received from the Agency to the payment of the Agency's obligations as provided for herein.

**SECTION 5. OBLIGATIONS AND COVENANTS OF THE AGENCY.**

(A) As of the effective date hereof the City has advanced \$\_\_\_\_\_ on behalf of the Agency, and the parties acknowledge and confirm such amount is due and owing from the Agency to the City. Said amount shall begin to accrue interest at a rate of \_\_\_% per annum from the effective date hereof until paid.

(B) The Agency agrees to repay, and hereby authorizes repayment of, such \$\_\_\_\_\_ advanced with interest as aforesaid, and all other funds advanced hereunder by the City to or on behalf of the Agency with interest at a rate of \_\_\_% per annum from the date of advancement until paid, as and when tax increment revenues become available and are deposited in the Trust Fund. Provided, however, the obligation of the Agency herein to reimburse and repay the City for all funds and costs advanced to or on behalf of the Agency by the City, together with interest due, shall be paid to the City from the Trust Fund. The foregoing obligation shall be deemed and construed as a pledge by the Agency, of and lien upon, the tax increment revenues deposited into the Trust Fund. Any funds paid by the Agency to the City under that certain Interlocal Agreement between the City and the Agency dated June 21, 2007, and used to pay debt service upon bonds, notes or other obligations incurred by the City to fund its obligation to advance funds to or on behalf of the Agency under this Agreement, shall be credited against the Agency's obligation to the City hereunder.

(C) The Agency's obligation to repay the City hereunder shall extend and continue for so long as the City has not been completely and fully reimbursed for all funds or costs, together with interest due and owing, so advanced or paid by the City. To the extent permitted by law, nothing herein shall preclude any obligation of the Agency hereunder from being satisfied or paid from any subsequent bonds, notes or obligations issued in conjunction with the \$7,205,380 Capital Improvement Revenue Bonds (Springfield Project).

(D) The Agency is presently entitled to receive tax increment revenues to be deposited in the 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 Fund, or the pledge of such revenues hereby unless otherwise consented to in writing by the City. The Agency and the City shall be unconditionally and irrevocably obligated so long as the foregoing obligation is outstanding, and until the payment in full by the Agency of its obligations to the City, 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 Interlocal Agreement and Ordinance No. 461, as amended.

(E) No recourse under or upon any obligation, covenant or agreement of this Interlocal Agreement or the obligation recited herein or for any claim based thereon or otherwise in respect thereof, shall be and against any member of the City Commission or ex officio as the governing body of the Agency, past present or future, either directly or through the City or the Agency, it being expressly understood (1) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Commission or the governing body of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Interlocal Agreement or implied therefrom, and (2) 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 member of the City Commission or governing body of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Interlocal Agreement.

#### **SECTION 6. AMENDMENTS.**

(A) Neither the Resolution nor any amendments or supplements thereto shall be later adopted or amended to have the affect, directly or indirectly, of enlarging the obligations of the Agency or the City hereunder or adversely affecting the rights, interest or obligations of the Agency or the City, without prior written consent of both the Agency and the City.

(B) This Agreement may be amended by the mutual agreement of the City and the Agency at any time.

**SECTION 7. 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.



**SECTION 8. TERM.** Unless extended by mutual agreement of the Agency and the City, this Agreement shall expire at such time as all obligations hereunder have been fully paid and the City has issued its bonds as contemplated in Ordinance No. 07-462.

**SECTION 9. FILING AND EFFECTIVE DATE.** This Agreement shall become effective immediately upon the execution by the City and the Agency as of the date set forth above, and upon execution shall be filed with the Clerk of the Circuit Court of Bay County, Florida, as required by Section 163.01(11), Florida Statutes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City of Springfield, Florida, has caused this Interlocal Agreement to be executed and delivered as of the date first above written.

CITY OF SPRINGFIELD, FLORIDA

By: [Signature]  
Robert Walker, Mayor

(SEAL)

ATTEST:

[Signature]  
Teresa Cox, City Clerk

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Robert Walker and Teresa Cox as Mayor and Clerk of the City of Springfield, Florida. Each person is personally known to me or has produced personally known as identification.

WITNESS my hand and official seal, this 18<sup>th</sup> day of February, 2008.



[Signature]  
Printed Name: Kathleen Paolucci  
Notary Public, State of Florida At Large  
My Commission Expires: 08/08/08  
Commission No: DD 344652

IN WITNESS WHEREOF, the Springfield Community Redevelopment Agency, has caused this Interlocal Agreement to be executed and delivered as of the date first above written.

SPRINGFIELD COMMUNITY REDEVELOPMENT AGENCY

(SEAL)

By: *Robert Walker*

Robert Walker, Chair

ATTEST:

*Teresa Cox*

Teresa Cox, Clerk

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me by Robert Walker and Teresa Cox, as Chair and Clerk of the Springfield Community Redevelopment Agency. Each person is personally known to me or has produced personally known as identification.

WITNESS my hand and official seal, this 18<sup>th</sup> day of February 2008.



*Kathleen Paolucci*

Printed Name: Kathleen Paolucci  
Notary Public, State of Florida At Large  
My Commission Expires: 08/08/08  
Commission No.: DD344652