



**AGENDA**  
**COMMUNITY REDEVELOPMENT AGENCY MEETING**  
**JULY 21, 2020**  
**5:00 PM**  
**CITY HALL COMMISSION CHAMBERS**  
**204 ASH STREET**  
**FERNANDINA BEACH, FL 32034**

Due to the ongoing COVID-19 pandemic, occupancy in the Commission Chambers will be limited. This meeting will be broadcasted live for members of the public to view on the City of Fernandina Beach website ([www.fbfl.us](http://www.fbfl.us)) and Channel 264 (Comcast only).

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. DISCUSSION - DIRECTION - ACTION ITEMS**
  - 4.1 COMMUNITY REDEVELOPMENT AGENCY BUDGET
  - 4.2 NEW FLORIDA LEGISLATION - CHAPTER 2019-163
- 5. ADJOURNMENT**

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

*Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).*

RESOLUTION 2016-120

A RESOLUTION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A MARINA REFUNDING AND REVENUE NOTE, SERIES 2016B OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,600,000 TO FINANCE CERTAIN MARINA IMPROVEMENTS AS DESCRIBED HEREIN, TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING MARINA REVENUE NOTES, SERIES 2009, TO CURRENTLY REFUND A PORTION OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REFUNDING REVENUE NOTE, SERIES 2010, AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NET REVENUES OF THE MARINA, TAX INCREMENT REVENUES FROM THE WATERFRONT COMMUNITY REDEVELOPMENT AREA, AND, IF NECESSARY, NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED IN AN AMOUNT SUFFICIENT TO PAY THE MINIMUM DEBT SERVICE REQUIREMENT, ALL AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING THE NOTE A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR PURPOSES OF SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA:

**Section 1:** *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Fernandina Beach, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

**Section 2:** *Definitions.* All capitalized undefined terms shall have the same meaning as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"*Business Day*" means any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is lawfully closed.

"*City Attorney*" means the City Attorney of the Issuer or his or her designee.

*"City Clerk"* means the City Clerk or any assistant or deputy City Clerk of the Issuer.

*"City Manager"* means the City Manager or any assistant or deputy City Manager of the Issuer.

*"Code"* means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed, or final, promulgated thereunder or applicable thereto.

*"Controller"* means the Controller of the Issuer or any assistant or deputy Controller of the Issuer.

*"CRA Revenues"* means the tax increment revenues paid into the Redevelopment Trust Fund.

*"Fiscal Year"* means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

*"Issuer"* means the City of Fernandina Beach, Florida, a municipal corporation of the State.

*"Maturity Date"* means September 1, 2026.

*"Marina"* means the Issuer owned and operated marina on the Amelia River and located within the Waterfront Community Redevelopment Area of the Issuer.

*"Mayor"* means the Mayor of the Issuer, or his or her designee.

*"Net Revenues"* means the Revenues less the amount needed for the payment of Operation and Maintenance Expenses.

*"Non-Ad Valorem Revenues"* means all legally available revenues of the Issuer other than ad valorem tax revenues.

*"Note"* means the Marina Refunding and Revenue Note, Series 2016B authorized by Section 4 hereof.

*"Note Counsel"* means Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

*"Operation and Maintenance Expenses"* mean all expenses of the Issuer paid or accrued for the operation, maintenance, administration, and ordinary current repairs of the Marina facilities; provided, however, that Operation and Maintenance Expenses shall not include (A)

the principal amount of or interest on the Note; (B) any allowance for amortization or depreciation of the Marina facilities; (C) any other expense for which (or to the extent to which) the Issuer is or will be paid or reimbursed from or through any source that is not included or includable as Revenues; and (D) any extraordinary items arising from the early extinguishment of debt.

*"Original Purchaser"* means First Federal Bank of Florida.

*"Owner"* or *"Owners"* means the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

*"Permitted Lender"* means any affiliate of the Original Purchaser or any bank, trust company, savings institution, insurance company, or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 that is engaged as a regular part of its business in purchasing notes or obligations similar to the Note.

*"Person"* means natural persons, firms, trusts, estates, associations, corporations, partnerships, and public bodies.

*"Pledged Revenues"* means, collectively, the Net Revenues, the CRA Revenues, and amounts on deposit in the Project Fund, all in the manner and to the extent provided herein.

*"Principal Office"* means with respect to the Original Purchaser, the office located at 1500 Sadler Road, Fernandina Beach, Florida 32034, Attn: Jim Weaver, or such other office as the Original Purchaser may designate to the Issuer in writing.

*"Project"* means, collectively, (A) the cost to reimburse the Issuer for the acquisition of certain real property known as the "Vutoro Lot," and (B) the acquisition and construction of improvements to the Marina in accordance with the plans and specifications on file or to be on file with the Issuer.

*"Project Fund"* means the Project Fund established with respect to the Note pursuant to Section 11 hereof.

*"Redevelopment Area"* means the area designated as a community redevelopment area by the Issuer pursuant to the Act, and Resolution No. 2004-33 of the Issuer, adopted on March 2, 2004, as amended and restated by Resolution No. 2004-70, adopted on April 20, 2004, as further amended and restated by Resolution No. 2005-91, adopted on May 3, 2005, and known generally as the "Waterfront Community Redevelopment Area."

*"Redevelopment Plan"* means the Waterfront Area Community Redevelopment Plan prepared by Ivey Planning Group, LLC, Real Estate Research Consultants, Inc., and Zev Cohen &

Associates, Inc., dated September 2004, as amended in May 2005, and approved and adopted by Resolution No. 2004-105 of the Issuer on June 15, 2004, as heretofore or hereafter amended from time to time.

*"Redevelopment Trust Fund"* shall mean the Waterfront Community Redevelopment Trust Fund established under Section 163.387, Florida Statutes, and Ordinance No. 2004-10 of the Issuer, enacted on June 21, 2005, into which the CRA Revenues are deposited from time to time.

*"Refunded Notes"* means, collectively, (A) all of the Issuer's Marina Revenue Notes, Series 2009, and (B) a portion of the Issuer's outstanding Capital Improvement Refunding Revenue Note, Series 2010 in an amount to be determined by the Controller.

*"Resolution"* means this Resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

*"Revenues"* shall mean all income and revenues, including rental revenues, received or accrued by the Issuer in its Marina enterprise fund in connection with the ownership, operation, or use or otherwise related to the Marina including, but not limited to, rentals, fees, and other charges for the use of the Marina and its facilities; provided, however, that Revenues shall not include (A) grants-in-aid or amounts received as reimbursements for previously expended money unless the Issuer elects that such grant or reimbursement is to be treated as Revenues, (B) insurance proceeds which are not deemed to be Revenues in accordance with generally accepted accounting principles for municipalities, (C) the proceeds of any condemnation awards, (D) the proceeds of any sale of land, buildings, or equipment, and (E) any other amounts which are not deemed to be Revenues in accordance with generally accepted accounting principles for municipalities.

*"State"* means the State of Florida.

**Section 3: Findings.**

(A) For the benefit of its citizens, the Issuer finds, determines, and declares that it is necessary for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance the Project and to currently refund the Refunded Notes. Issuance of the Note for such purposes satisfies a public purpose.

(B) Debt service on the Note will be secured by the Pledged Revenues as provided herein. The Pledged Revenues are not pledged or encumbered to pay any obligations of the Issuer other than the Refunded Notes, which will be retired immediately upon the issuance of the Note. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution. However, in the event the Pledged Revenues are insufficient to pay debt service on the Note, the Issuer has covenanted herein to budget, appropriate, and deposit an amount of

Non-Ad Valorem Revenues sufficient to make such payments.

(C) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the Issuer.

(D) The Issuer has received an offer from the Original Purchaser to purchase the Note.

(E) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Issuer and the Original Purchaser or any subsequent Owners.

**Section 4:** *Authorization of Note, Use of Proceeds, and Current Refunding.* Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Fernandina Beach, Florida Marina Refunding and Revenue Note, Series 2016B" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$3,600,000 for the purposes of financing the Project, currently refunding the Refunded Notes, and paying the costs of issuing the Note. The acquisition, design, construction, and equipping of the Project, the refunding of the Refunded Notes, and paying the costs of issuing the Note are hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

The Issuer hereby accepts the proposal of the Original Purchaser attached hereto as Exhibit D; provided, however, in the event of any inconsistencies as between such proposal letter and the Note and this Resolution, the Note and this Resolution shall control.

**Section 5:** *This Resolution to Constitute Contract.* In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Owners.

**Section 6: *Description of the Note.*** The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) ***Interest Rate.*** The Note shall have a fixed interest rate equal to 1.92% (subject to adjustment upon the occurrence of certain events as provided in the Note) (the "Interest Rate") calculated on an actual/365-day basis.

(B) ***Principal and Interest Payment Dates.*** Interest on the Note shall be paid semi-annually on each March 1 and September 1, commencing March 1, 2017. The principal amount of the Note shall be the principal amount set forth in the Note. Principal on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.

(C) ***Prepayment of the Note.*** The Note shall be subject to prepayment as described in the Note.

(D) ***Form of the Note.*** The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) ***Original Denomination.*** The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

**Section 7: *Execution, and Delivery of Note.*** The Note shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

**Section 8: *Registration and Exchange of the Note; Persons Treated as Owner.*** The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the contrary, the Original Purchaser may in the future make transfers; provided, however, such transfers shall be only to Permitted Lenders and the Note may only be transferred in whole and in no event in a denomination of less than \$100,000.

The Persons in whose name the Note shall be registered shall be deemed and regarded as the absolute Owners thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owners. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

**Section 9:** *Payment of Principal and Interest; Limited Obligation.* The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates, and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

**Section 10:** *Security for the Note.*

(A) The payment of the principal of and interest on the Note shall be secured equally and ratably by an irrevocable lien on the Pledged Revenues and the Issuer does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of and interest on the Note and for all other required payments hereunder.

(B) In the event of an insufficiency of the Pledged Revenues to pay the Notes, and subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted and appropriated, as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted and appropriated, as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem

Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owners of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated, and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Until such monies are budgeted and appropriated, as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer.

**Section 11.** *Application of Proceeds of Note.* The proceeds from the sale of the Note shall be (A) deposited into the Project Fund (hereinafter created) and used to finance the Project, (B) used to currently refund the Refunded Notes; and (3) used to pay associated costs of issuance (including but not limited to legal and financial advisory fees and expenses).

The Issuer covenants and agrees to establish a special fund to be designated "City of Fernandina Beach, Florida Marina Refunding and Revenue Note, Series 2016B, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from

time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purposes provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

**Section 12: *Tax Covenant.*** The Issuer covenants to the Owners of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

**Section 13: *Amendment.*** This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owners of a majority in outstanding principal amount of the Note.

**Section 14: *Limitation of Rights.*** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any person other than the Issuer and the Owners any legal or equitable right, remedy, or claim under or with respect to this Resolution or any covenants, conditions, and provisions herein contained; this Resolution and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

**Section 15: *Note Mutilated, Destroyed, Stolen or Lost.*** In case the Note shall become mutilated, or be destroyed, stolen, or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen, or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen, or lost and upon the Owners furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. The Note so surrendered shall be canceled.

**Section 16: *Impairment of Contract.*** The Issuer covenants with the Owners of the Note that it will not, without the written consent of the Owners of a majority in outstanding principal amount of the Note, enact any ordinance or adopt any resolution which repeals, impairs, or amends in any manner adverse to the Owners the rights granted to the Owners of the Note hereunder.

**Section 17: *Financial Information.*** Not later than 270 days following the close of each Fiscal Year, the Issuer shall provide the Original Purchaser of the Note with (i) its Financial Statements and Independent Auditor's Report for each fiscal year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, and (ii) such other financial information as the Original Purchaser may reasonably request, such information to be provided at no cost to the Original Purchaser. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

**Section 18: *Events of Default; Remedies of Owners of the Note.*** The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note, and such failure is not cured within five (5) days; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; (iii) if Non-Ad Valorem Revenues are needed for the payment of principal of or interest on the Note, the Issuer fails to budget and appropriate such amounts of Non-Ad Valorem Revenues as the same becomes due and payable; or (iv) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement, or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for ninety (90) days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus, or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

**Section 19: *Additional Parity Debt.*** The Issuer may incur additional debt secured by all or a portion of the Pledge Revenues only if the total amount of Pledged Revenues for the prior fiscal year were at least 1.00 times the maximum annual debt service of all debt (including all long-term financial obligations appearing on the Issuer's most recent audited financial

statements and the debt proposed to be incurred) to be secured by the Pledged Revenues, (collectively, "Debt").

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to twenty (20) years on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

**Section 20: *Severability.*** If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though 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 Resolution or of the Note issued hereunder.

**Section 21: *Business Days.*** In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

**Section 22: *Applicable Provisions of Law.*** This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 23: *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 Resolution and not solely to the particular portion in which any such word is used.

**Section 24: Captions.** The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 25: Members of the City Commission Not Liable.** No covenant, stipulation, obligation, or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member, agent, or employee of the Issuer in his or her individual capacity, and neither the members of the City Commission nor any Person executing the Note shall be liable personally on the Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note or this Resolution.

**Section 26: Authorizations.** The members of the City Commission of the Issuer, the Mayor, the City Manager, the Controller, and the Issuer's officers, attorneys, and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual, and complete performance of all of the terms, covenants, and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Original Purchaser to effectuate the sale of the Note. All action taken to date by the officers, attorneys, and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed, and ratified.

**Section 27: Repealer.** This Resolution supersedes all prior actions of City Commission inconsistent herewith. All resolutions or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of any such conflict.

**Section 28: Bank Qualified.** The Issuer hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2016 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code).

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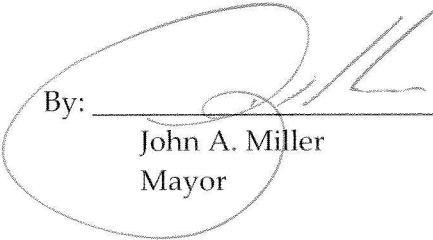
**Section 29: Effective Date.** This Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED this 20th day of September, 2016.

CITY OF FERNANDINA BEACH,  
FLORIDA

(SEAL)

ATTEST:

By:   
John A. Miller  
Mayor

  
Caroline Best  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

  
Tammi E. Bach  
City Attorney

**EXHIBIT A****FORM OF NOTE**

Dated Date: September 22, 2016

\$3,528,000

Interest Rate: 1.92%

(subject to adjustment as described herein)

STATE OF FLORIDA  
CITY OF FERNANDINA BEACH, FLORIDA  
MARINA REFUNDING AND REVENUE NOTE, SERIES 2016B

KNOW ALL MEN BY THESE PRESENTS that the City of Fernandina Beach, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of FIRST FEDERAL BANK OF FLORIDA, or registered assigns (hereinafter, the "Owner"), the principal sum of \$3,528,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on an actual/365-day basis; provided, however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of September 1, 2026.

The Interest Rate is equal to 1.92% (subject to adjustment as described herein). Interest shall be payable to the Owner on each March 1 and September 1, commencing on March 1, 2017. Principal shall be payable to the Owner on each September 1, commencing September 1, 2017, in the amounts hereinafter set forth. If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner. All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

This Note may be prepaid in whole or in part on any date with five (5) days advance written notice to the Owner thereof without prepayment penalty, provided that the Issuer pays all outstanding principal and interest accrued to the date of prepayment. Prepayments shall be deemed to apply to those principal payments with the latest maturities on the Note in inverse order.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL

THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer, and other applicable provisions of law, and Resolution No. 2016-\_\_\_\_\_ duly adopted by the Issuer on September 20, 2016, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions, and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a pledge of and lien upon the Pledged Revenues, and, if the amount of Pledged Revenues are insufficient, a covenant to budget, appropriate, and deposit Non-Ad Valorem Revenues of the Issuer, all in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Date</u>	<u>Amounts</u>
September 1, 2017	\$306,000
September 1, 2018	332,000
September 1, 2019	338,000
September 1, 2020	344,000
September 1, 2021	351,000
September 1, 2022	357,000
September 1, 2023	365,000
September 1, 2024	372,000
September 1, 2025	378,000
September 1, 2026	385,000

In the event that all or a portion of the interest on this Note becomes includable in the gross income of the Owner for federal income tax purposes, or if the interest on this Note is ever determined to be taxable for purposes of state or federal income taxation, or this Note is not classified as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, then the Owner shall have the right to adjust the interest rate to 2.90% per annum, and this adjustment shall survive payment of this Note until such time as the applicable statute of limitations shall have expired. In no event, however, shall the interest rate on this Note exceed the maximum rate permitted by law.

This Note may be exchanged or transferred by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited, and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Fernandina Beach, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its City Attorney, and the corporate seal of the Issuer, to be impressed, imprinted, or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF FERNANDINA BEACH,  
FLORIDA

(SEAL)

ATTEST:

By: \_\_\_\_\_

John A. Miller  
Mayor

\_\_\_\_\_  
Caroline Best  
City Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Tammi E. Bach  
City Attorney

**EXHIBIT B**

**FORM OF PURCHASER'S CERTIFICATE**

This is to certify that First Federal Bank of Florida (the "Purchaser") has not required the City of Fernandina Beach, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by City of Fernandina Beach, Florida of its \$3,528,000 Marina Refunding and Revenue Note, Series 2016B (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the City Attorney, Tammi E. Bach, Esq. ("City Attorney"). Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2016-\_\_\_\_ adopted by the City Commission of the Issuer on September 20, 2016 (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel, nor the City Attorney shall have any obligation to effect any such registration or qualification.

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We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred in whole or in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as

contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 22nd day of September, 2016.

FIRST FEDERAL BANK OF FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**FORM OF DISCLOSURE LETTER**

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Fernandina Beach, Florida (the "Issuer") for the private purchase of its \$3,528,000 Marina Refunding and Revenue Note, Series 2016B (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$1,875.00

RezLegal, LLC, Purchaser's Counsel  
Legal Fees

2. (a) No other fee, bonus, or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance the cost to reimburse the Issuer for the acquisition of certain real property known as the "Vutoro Lot," the acquisition and construction of improvements to the Marina, and to currently refund all of the Issuer's outstanding Marina Revenue Notes, Series 2009 and a portion of the Issuer's outstanding Capital Improvement Refunding Revenue Note, Series 2010.

Unless earlier prepaid, the Note is expected to be repaid by September 1, 2026; at an interest rate of 1.92%, total interest paid over the life of the Note is estimated to be \$380,816.64.

The Note will be payable solely from a pledge of and lien on the Pledged Revenues, and if the Pledged Revenues are insufficient, a covenant to budget, appropriate, and deposit from Non-Ad Valorem Revenues sufficient to make such payments, all as described in Resolution No. 2016-\_\_\_\_\_ of the Issuer adopted on September 20, 2016 (the "Resolution"). See the Resolution for a definition of the Pledged Revenues and the Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual average of approximately \$393,175.19 of Pledged Revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

First Federal Bank of Florida  
1500 Sadler Road  
Fernandina Beach, Florida 32034  
Attention: Jim Weaver

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 22nd day of September, 2016.

FIRST FEDERAL BANK OF FLORIDA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**  
**THE PROPOSAL**



August 25, 2017

Ms. Patti Clifford, Controller  
City of Fernandina Beach  
204 Ash Street  
Fernandina Beach, FL 32034

To Whom It May Concern:

This Letter constitutes the commitment of First Federal Bank of Florida to provide financing for City of Fernandina Beach's Marina Refunding Revenue Note Series 2016B. The terms and conditions of this commitment are as follows:

1. Borrower: City of Fernandina Beach
2. Principal Loan Amount: \$3,600,000.00
3. Interest Rate: 1.92% Fixed until maturity.  
If at any time during the life of the loan the tax exempt status is disqualified, the rate will revert to a tax equivalent rate of 2.90%.  
The quoted qualified rate will remain valid until October 1st, 2016 after which the bank reserves the right to re-price the credit at the then current 10 year Treasury + 37 basis points. The new rate will expire if the loan closing does not take place on or before October 31, 2016.
4. Terms of Payment: Semi-Annual Interest Payments each March 1<sup>st</sup> and September 1<sup>st</sup>, commencing on 3-1-2017 based on the 365/365 interest method.  
Annual Principal Payments each September 1<sup>st</sup> commencing on 9-1-2017.
5. Maturity Date: 9-1-2026
6. Estimated Closing Costs: \$1,875.00 Bank Counsel Fees

7. Collateral: Pledge/lien on the City's Marina Enterprise Fund Revenues, CRA Revenues and a covenant to budget and appropriate legally available Non-ad valorem revenues of the City's General Fund in a sufficient amount to cover the minimum Debt Service Requirement for the life of the loan.

8. Loan Documents and Items required for closing:

8.1 Note

8.2 Security Instruments:

a. Legal opinion stating the ability to pledge the collateral.

b. Security Agreement

8.3 Borrowing Authority Instrument: Resolution authorizing this transaction and pledge of revenues along with a copy of the city commission meeting minutes.

8.4 Loan Agreement

8.5 Miscellaneous

9. General Conditions:

9.1 Financial Statements: Required Annually (Audited)

10. Covenants:

10.1 City to maintain a minimum DSCR on an ongoing annual basis of not less than 1.00X (calculated as: Annual Marina Enterprise Fund Revenue + CRA Revenue + Any specifically budgeted and collected non ad-valorem revenues associated with repayment of the 2016B Series Note / Annual debt service on all loans) and may not issue additional debt or bonds on parity with our loan unless DSCR exceeds 1.00X.

11. Additional Information Required:

- Legal opinion stating the debt qualifies as tax exempt.
- Bank counsel to review and accept all documents on behalf of the bank.
- No prepayment penalty
- Bank counsel will be represented by Robert G. Shaffer II of RezLegal LLC. Reznicek, Shaw, Shaffer, Jeans

12. Acceptance: Please indicate your acceptance of this proposal letter by returning it to the bank. Unless an acceptance is received within 30 days of this letter, this proposal shall be at the Bank's option void.

It has been a privilege to have this opportunity to provide you a proposal. I look forward to serving the City of Fernandina Beach in the future. First Federal is an institution that intends to stay and grow within our community. Please contact me with any questions at 904-321-1228 or email me at [weaverj@ffbf.com](mailto:weaverj@ffbf.com).

Respectfully,



Jim Weaver  
SVP / Commercial Loan Officer

The undersigned accepts the foregoing proposal and by such acceptance agrees to be bound by the terms of such commitment. This commitment expires if closing does not take place by October 1<sup>st</sup>, 2016 at the original proposed rate or October 31<sup>st</sup> at the proposed adjusted rate.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Borrowers:

By \_\_\_\_\_  
Authorized City of Fernandina Beach Representative

## First Federal Bank Contact Information:

Jim Weaver  
Senior Vice President & Commercial Lender  
1500 Sadler Road  
Fernandina Beach, Florida 32034  
Phone: 904 321 1228  
Fax: 904 321 2477  
Email: [weaverj@ffbf.com](mailto:weaverj@ffbf.com)

Robert W. Turbeville  
Executive Vice President & Senior Lender  
4705 U.S. Highway 90 West  
Lake City, FL 32055  
Phone: 386-754-7146  
Fax: 386-754-7161  
Email: [turbeviller@ffbf.com](mailto:turbeviller@ffbf.com)

Georgia C. Jones  
Executive Vice President & Chief Credit Officer  
4705 U.S. Highway 90 West  
Lake City, FL 32055  
Phone: 386-755-0600 ext. 3607  
Fax: 386-754-7161  
Email: [jonesg@ffbf.com](mailto:jonesg@ffbf.com)

George David Brewer  
Executive Vice President & Chief Financial Officer  
4705 U.S. Highway 90 West  
Lake City, FL 32055  
Phone: 386-755-0600 ext. 3920  
Fax: 386-754-7163  
Email: [brewerd@ffbf.com](mailto:brewerd@ffbf.com)

CITY COMMISSION AGENDA ITEM  
City of Fernandina Beach



SUBJECT: **Resolution 2016-120**  
Approval of Bank Loan for Marina Refunding and Revenue Note, Series 2016B

ITEM TYPE:  Ordinance  Resolution  Other  
 Proclamation  Presentation

REQUESTED ACTION: **Approve Resolution 2016-120**

SYNOPSIS: The City Commission authorized the solicitation of a bank loan to refinance the Marina Revenue Note, Series 2009; refinance the Marina Fund portion of the Capital Improvements Refunding Revenue Notes, Series 2010; and to borrow additional funds for various capital projects related to the Marina. The City's Financial Advisor developed the loan Request for Proposals and the City received six (6) proposals. The City's Financial Advisor and City staff recommend accepting the proposal from First Federal Bank of Florida.

The attached Resolution approves the bank loan for the Marina Refunding and Revenue Note, Series 2016B.

FISCAL IMPACT: The new bank loan carries an interest rate of 1.92% with a maturity date of September 1, 2026.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)  
 Beach Safety  Alachua Street  
 Soccer Field Lighting  Stormwater  
 Downtown Density  Opportunity  
 ADA Improvements  Departmental  
 Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt Resolution 2016-120. *DM*

DEPARTMENT DIRECTOR Submitted by: Patti Clifford Date: 9/9/16  
Controller  
CONTROLLER Approved as to Budget Compliance *PHC* Date: 9/9/16  
CITY ATTORNEY Approved as to Form and Legality *TEB* Date: 9/14/16  
CITY MANAGER Approved Agenda Item for 9/20/16 *DM* Date: 9/13/16

COMMISSION ACTION:  Approved As Recommended  Disapproved  
 Approved With Modification  Postponed to Time Certain  
 Other  Tabled

Approved at the City Commission Meeting  
Held on 9-10-16  
Voted: 4-0 Initial: *PHC*



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City of Fernandina Beach  
NEXT YEAR BUDGET HISTORICAL COMPARISON

P 1  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

FOR PERIOD 99

ACCOUNTS FOR:

COMMUNITY REDEVELOP AREA	PRIOR FY3 ACTUALS	PRIOR FY2 ACTUALS	LAST FY1 ACTUALS	CY ACTUALS	CY REV BUDGET	PROJECTION LEVEL 3	PCT CHANGE
180 COMM DEVELOP AREA							
31110 PROPERTY TAXES							
<u>180 31110</u> PROPERTY TAXES	.00	-4,923.84	-8,651.92	.00	-11,453.00	-35,204.00	207.4%
31117 PROPERTY TAXES-COUNTY							
<u>180 31117</u> PROPERTY TAXES-COUNTY	.00	-5,389.14	.00	.00	-13,386.00	-44,659.00	233.6%
36110 INTEREST							
<u>180 36110</u> INTEREST	.00	.00	-41.40	-126.50	.00	-500.00	.0%
36991 AIRCRAFT PARKING REVENUE							
<u>180 36991</u> PARKING REVENUE	-1,000.00	-1,000.00	.00	.00	-1,000.00	-1,000.00	.0%
38910 CASH BALANCE FORWARD							
<u>180 38910</u> CASH BALANCE FORWARD	.00	.00	.00	.00	-29,785.00	-48,095.00	61.5%
59990 RESERVE							
<u>180 59990</u> RESERVE	.00	.00	.00	.00	55,624.00	129,458.00	132.7%
TOTAL COMM DEVELOP AREA	-1,000.00	-11,312.98	-8,693.32	-126.50	.00	.00	.0%
TOTAL COMMUNITY REDEVELOP AR	-1,000.00	-11,312.98	-8,693.32	-126.50	.00	.00	.0%
TOTAL REVENUE	-1,000.00	-11,312.98	-8,693.32	-126.50	-55,624.00	-129,458.00	.0%
TOTAL EXPENSE	.00	.00	.00	.00	55,624.00	129,458.00	.0%
GRAND TOTAL	-1,000.00	-11,312.98	-8,693.32	-126.50	.00	.00	.0%



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City of Fernandina Beach  
NEXT YEAR BUDGET HISTORICAL COMPARISON

P 2  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

FOR PERIOD 99

ACCOUNTS FOR:

COMMUNITY REDEVELOP AREA  
PRIOR FY3  
ACTUALS

PRIOR FY2  
ACTUALS

LAST FY1  
ACTUALS

CY  
ACTUALS

CY REV  
BUDGET

PROJECTION  
LEVEL 3

PCT  
CHANGE

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City of Fernandina Beach  
NEXT YEAR BUDGET HISTORICAL COMPARISON

P 3  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

FOR PERIOD 99

ACCOUNTS FOR:

COMMUNITY REDEVELOP AREA

	PRIOR FY3 ACTUALS	PRIOR FY2 ACTUALS	LAST FY1 ACTUALS	CY ACTUALS	CY REV BUDGET	PROJECTION LEVEL 3	PCT CHANGE
Sequence 1	1	Y	Y				
Sequence 2	9	Y	N				
Sequence 3	11	N	N				
Sequence 4	0	N	N				

Report title:

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City of Fernandina Beach  
NEXT YEAR BUDGET HISTORICAL COMPARISON

P 3  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

FOR PERIOD 99

Report type: 4  
 Budget level: 3  
 Percentage change calculation method: 1  
 Print first or second year of budget requests: F  
 Print revenue as credit: Y  
 Include cfwd in rev bud: N  
 Include cfwd in actuals: N  
 Print totals only: N  
 Include segment code: N  
 Include report grand totals by account type: Y  
 Print full GL account: N  
 Double space: N  
 Suppress zero bdgt accts: Y  
 Print as worksheet: N  
 Print percent change or comment: C  
 Print text: N  
 Amounts/totals exceed 999 million dollars: Y  
 Print five budget levels: N  
 Report view: F

Find Criteria

Field Name	Field Value
Org	180
Object	
Project	
Account type	
Account status	



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City of Fernandina Beach  
NEXT YEAR BUDGET DETAIL REPORT

P 1  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

ACCOUNTS FOR:

COMMUNITY REDEVELOP AREA

		VENDOR	QUANTITY	UNIT COST	2021	CITY MGR
180	COMM DEVELOP AREA					
31110	PROPERTY TAXES					
180	31110 - PROPERTY TAXES		1.00	35,204.00		-35,204.00 *
	Property Taxes based on CRA values					-35,204.00
	\$6,328,809 * .95 = 6,012,369					
	Millage Rate 5.8553					
	FY 20-21 PRELIMINARY BUDGET					
31117	PROPERTY TAXES-COUNTY					
180	31117 - PROPERTY TAXES-COUNTY		1.00	44,659.00		-44,659.00 *
	Property Taxes - County					-44,659.00
	Property Taxes based on CRA values					
	\$6,328,809 * .95 = 6,012,369					
	Millage Rate 7.4278					
	FY 20-21 PRELIMINARY BUDGET					
36110	INTEREST					
180	36110 - INTEREST					-500.00
36991	AIRCRAFT PARKING REVENUE					
180	36991 - PARKING REVENUE		1.00	1,000.00		-1,000.00 *
	Parking Revenue					-1,000.00
	FY 20-21 PRELIMINARY BUDGET					
38910	CASH BALANCE FORWARD					
180	38910 - CASH BALANCE FORWARD		1.00	48,095.00		-48,095.00 *
	Cash Balance Forward					-48,095.00
	FY 20-21 PRELIMINARY BUDGET					



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City of Fernandina Beach  
NEXT YEAR BUDGET DETAIL REPORT

P 2  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

ACCOUNTS FOR:  
COMMUNITY REDEVELOP AREA

	VENDOR	QUANTITY	UNIT COST	2021	CITY MGR
59990	RESERVE				
180	59990 - RESERVE				129,458.00 *
		1.00	129,458.00		129,458.00
	Reserve				
	FY 20-21 PRELIMINARY BUDGET				

TOTAL COMM DEVELOP AREA					.00
TOTAL COMMUNITY REDEVELOP AREA					.00
TOTAL REVENUE					-129,458.00
TOTAL EXPENSE					129,458.00
GRAND TOTAL					.00

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City of Fernandina Beach  
NEXT YEAR BUDGET DETAIL REPORT

P 3  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

ACCOUNTS FOR:

COMMUNITY REDEVELOP AREA

	Field #	Total	Page Break
Sequence 1	1	Y	Y
Sequence 2	9	Y	N
Sequence 3	11	N	N
Sequence 4	0	N	N

VENDOR QUANTITY UNIT COST 2021 CITY MGR

Report title:

07/06/2020 11:38 City of Fernandina Beach  
ptestagrose NEXT YEAR BUDGET DETAIL REPORT

P 3  
bgnyrpts

PROJECTION: 20211 FY 2021 BUDGET

FOR PERIOD 99

Report type: 3  
 Include employee with benefit detail: N  
 Budget level: 3  
 Percentage change calculation method: 1  
 Print detail lines: B  
 Print first or second year of budget requests: F  
 Print revenue as credit: Y  
 Include cfwd in rev bud: N  
 Include cfwd in actuals: N  
 Print totals only: N  
 Include segment code: N  
 Include report grand totals by account type: Y  
 Print full GL account: N  
 Double space: N  
 Suppress zero bdgt accts: Y  
 Print as worksheet: N  
 Print percent change or comment: C  
 Print text: N  
 Amounts/totals exceed 999 million dollars: Y  
 Print five budget levels: N  
 Report view: F

Find Criteria

Field Name	Field Value
Org	180*
Object	
Project	
Account type	
Account status	

## CHAPTER 2019-163

### Committee Substitute for House Bill No. 9

An act relating to community redevelopment agencies; amending s. 112.3142, F.S.; requiring ethics training for community redevelopment agency commissioners; specifying requirements for such training; amending s. 163.356, F.S.; revising reporting requirements; deleting provisions requiring certain annual reports; amending s. 163.367, F.S.; requiring ethics training for community redevelopment agency commissioners; amending s. 163.370, F.S.; requiring a community redevelopment agency to follow certain procurement procedures; creating s. 163.371, F.S.; requiring a community redevelopment agency to publish certain digital boundary maps on its website; providing annual reporting requirements; requiring a community redevelopment agency to publish the annual reports on its website; creating s. 163.3755, F.S.; providing termination dates for certain community redevelopment agencies; creating s. 163.3756, F.S.; providing legislative findings; requiring the Department of Economic Opportunity to declare inactive community redevelopment agencies that have reported no financial activity for a specified number of years; providing hearing procedures; authorizing certain financial activity by a community redevelopment agency that is declared inactive; providing applicability; providing construction; requiring the department to maintain a list on its website identifying all inactive community redevelopment agencies; amending s. 163.387, F.S.; specifying the level of tax increment financing that a governing body may establish for funding the redevelopment trust fund; effective on a specified date, revising requirements for the use of redevelopment trust fund proceeds; limiting allowed expenditures; revising requirements for the annual budget of a community redevelopment agency; revising requirements for use of moneys in the redevelopment trust fund for specific redevelopment projects; revising requirements for the annual audit; requiring the audit to be included with the financial report of the county or municipality that created the community redevelopment agency; amending s. 218.32, F.S.; revising criteria for finding that a county or municipality failed to file a report; requiring the Department of Financial Services to provide a report to the Department of Economic Opportunity concerning community redevelopment agencies reporting no revenues, expenditures, or debts; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 112.3142, Florida Statutes, is amended to read:

112.3142 Ethics training for specified constitutional officers, ~~and~~ elected municipal officers, and commissioners.—

(1) As used in this section, the term “constitutional officers” includes the Governor, the Lieutenant Governor, the Attorney General, the Chief

Financial Officer, the Commissioner of Agriculture, state attorneys, public defenders, sheriffs, tax collectors, property appraisers, supervisors of elections, clerks of the circuit court, county commissioners, district school board members, and superintendents of schools.

(2)(a) All constitutional officers must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered.

(b) ~~Beginning January 1, 2015,~~ All elected municipal officers must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered.

(c) Beginning January 1, 2020, each commissioner of a community redevelopment agency created under part III of chapter 163 must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject material is covered by the class.

(d) The commission shall adopt rules establishing minimum course content for the portion of an ethics training class which addresses s. 8, Art. II of the State Constitution and the Code of Ethics for Public Officers and Employees.

(e)(d) The Legislature intends that a constitutional officer or elected municipal officer who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer or elected municipal officer assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer or elected municipal officer assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

(3) Each house of the Legislature shall provide for ethics training pursuant to its rules.

Section 2. Paragraphs (c) and (d) of subsection (3) of section 163.356, Florida Statutes, are amended to read:

163.356 Creation of community redevelopment agency.—

(3)

(c) The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff.

~~(d) An agency authorized to transact business and exercise powers under this part shall file with the governing body the report required pursuant to s. 163.371(1), on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such fiscal year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that such report has been filed with the county or municipality and that the report is available for inspection during business hours in the office of the clerk of the city or county commission and in the office of the agency.~~

~~(e)~~(d) At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and implementation of community policing innovations.

Section 3. Subsection (1) of section 163.367, Florida Statutes, is amended to read:

163.367 Public officials, commissioners, and employees subject to code of ethics.—

(1) The officers, commissioners, and employees of a community redevelopment agency created by, or designated pursuant to, s. 163.356 or s. 163.357 are shall be subject to the provisions and requirements of part III of chapter 112, and commissioners also must comply with the ethics training requirements as imposed in s. 112.3142.

Section 4. Subsection (5) is added to section 163.370, Florida Statutes, to read:

163.370 Powers; counties and municipalities; community redevelopment agencies.—

(5) A community redevelopment agency shall procure all commodities and services under the same purchasing processes and requirements that apply to the county or municipality that created the agency.

Section 5. Section 163.371, Florida Statutes, is created to read:

163.371 Reporting requirements.—

(1) By January 1, 2020, each community redevelopment agency shall publish on its website digital maps that depict the geographic boundaries and total acreage of the community redevelopment agency. If any change is made to the boundaries or total acreage, the agency shall post updated map files on its website within 60 days after the date such change takes effect.

(2) Beginning March 31, 2020, and not later than March 31 of each year thereafter, a community redevelopment agency shall file an annual report with the county or municipality that created the agency and publish the report on the agency's website. The report must include the following information:

(a) The most recent complete audit report of the redevelopment trust fund as required in s. 163.387(8). If the audit report for the previous year is not available by March 31, a community redevelopment agency shall publish the audit report on its website within 45 days after completion.

(b) The performance data for each plan authorized, administered, or overseen by the community redevelopment agency as of December 31 of the reporting year, including the:

1. Total number of projects started and completed and the estimated cost for each project.

2. Total expenditures from the redevelopment trust fund.

3. Original assessed real property values within the community redevelopment agency's area of authority as of the day the agency was created.

4. Total assessed real property values of property within the boundaries of the community redevelopment agency as of January 1 of the reporting year.

5. Total amount expended for affordable housing for low-income and middle-income residents.

(c) A summary indicating to what extent, if any, the community redevelopment agency has achieved the goals set out in its community redevelopment plan.

Section 6. Section 163.3755, Florida Statutes, is created to read:

163.3755 Termination of community redevelopment agencies.—

(1) A community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county or municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body.

(2)(a) If the governing body of the county or municipality that created the community redevelopment agency does not approve its continued existence by a majority vote of the governing body members, a community redevelopment agency with outstanding bonds as of October 1, 2019, that do not mature until after the termination date of the agency or September 30, 2039, whichever is earlier, remains in existence until the date the bonds mature.

(b) A community redevelopment agency operating under this subsection on or after September 30, 2039, may not extend the maturity date of any outstanding bonds.

(c) The county or municipality that created the community redevelopment agency must issue a new finding of necessity limited to timely meeting the remaining bond obligations of the community redevelopment agency.

Section 7. Section 163.3756, Florida Statutes, is created to read:

163.3756 Inactive community redevelopment agencies.—

(1) The Legislature finds that a number of community redevelopment agencies continue to exist, but do not report any revenues, expenditures, or debt in the annual reports they file with the Department of Financial Services pursuant to s. 218.32.

(2)(a) A community redevelopment agency that has reported no revenue, no expenditures, and no debt under s. 189.016(9) or s. 218.32 for 6 consecutive fiscal years beginning no earlier than October 1, 2016, must be declared inactive by the Department of Economic Opportunity, which shall notify the agency of the declaration. If the agency does not have board members or an agent, the notice of the declaration of inactive status must be delivered to the county or municipal governing board or commission that created the agency.

(b) The governing board of a community redevelopment agency that is declared inactive under this section may seek to invalidate the declaration by initiating proceedings under s. 189.062(5) within 30 days after the date of the receipt of the notice from the Department of Economic Opportunity.

(3) A community redevelopment agency that is declared inactive under this section may expend funds from the redevelopment trust fund only as necessary to service outstanding bond debt. The agency may not expend other funds in the absence of an ordinance of the local governing body that created the agency which consents to the expenditure of such funds.

(4) The provisions of s. 189.062(2) and (4) do not apply to a community redevelopment agency that has been declared inactive under this section.

(5) The provisions of this section are cumulative to the provisions of s. 189.062. To the extent the provisions of this section conflict with the provisions of s. 189.062, this section prevails.

(6) The Department of Economic Opportunity shall maintain on its website a separate list of community redevelopment agencies declared inactive under this section.

Section 8. Paragraph (a) of subsection (1), subsection (6), paragraph (d) of subsection (7), and subsection (8) of section 163.387, Florida Statutes, are amended to read:

163.387 Redevelopment trust fund.—

(1)(a) After approval of a community redevelopment plan, there may be established for each community redevelopment agency created under s. 163.356 a redevelopment trust fund. Funds allocated to and deposited into this fund shall be used by the agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, created the trust fund and provided for the funding of the redevelopment trust fund until the time certain set forth in the community redevelopment plan as required by s. 163.362(10). Such ordinance may be adopted only after the governing body has approved a community redevelopment plan. The annual funding of the redevelopment trust fund shall be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking and carrying out of community redevelopment under this part. Such increment shall be determined annually and shall be that amount equal to 95 percent of the difference between:

1. The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of a community redevelopment area; and

2. The amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the community redevelopment area as shown upon the most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund.

However, the governing body of ~~any county as defined in s. 125.011(1)~~ may, in the ordinance providing for the funding of a trust fund established with respect to any community redevelopment area ~~created on or after July 1, 1994~~, determine that the amount to be funded by each taxing authority annually shall be less than 95 percent of the difference between subparagraphs 1. and 2., but in no event shall such amount be less than 50 percent of such difference.

(6) Effective October 1, 2019, moneys in the redevelopment trust fund may be expended ~~from time to time~~ for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of commissioners of the community redevelopment agency and only for the following purposes specified in paragraph (c)., ~~including, but not limited to:~~

(a) Except as otherwise provided in this subsection, a community redevelopment agency shall comply with the requirements of s. 189.016.

(b) A community redevelopment agency created by a municipality shall submit its annual budget to the board of county commissioners for the county in which the agency is located within 10 days after the adoption of such budget and submit amendments of its annual budget to the board of county commissioners within 10 days after the adoption date of the amended budget ~~Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.~~

(c) The annual budget of a community redevelopment agency may provide for payment of the following expenses:

1. Administrative and overhead expenses directly or indirectly necessary to implement a community redevelopment plan adopted by the agency.

2.(b) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.

3.(e) The acquisition of real property in the redevelopment area.

4.(d) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.

5.(e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.

6.(f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or

other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.

7.(g) The development of affordable housing within the community redevelopment area.

8.(h) The development of community policing innovations.

9. Expenses that are necessary to exercise the powers granted under s. 163.370, as delegated under s. 163.358.

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan. The funds appropriated for such project may not be changed unless the project is amended, redesigned, or delayed, in which case the funds must be reappropriated pursuant to the next annual budget adopted by the board of commissioners of the community redevelopment agency which project will be completed within 3 years from the date of such appropriation.

(8)(a) Each community redevelopment agency with revenues or a total of expenditures and expenses in excess of \$100,000, as reported on the trust fund financial statements, shall provide for a financial audit of the trust fund each fiscal year and a report of such audit to be prepared by an independent certified public accountant or firm. Each financial audit conducted pursuant to this subsection must be conducted in accordance with rules for audits of local governments adopted by the Auditor General.

(b) The audit ~~Such report must:~~ shall

1. Describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which increment revenues are pledged and the remaining amount of such indebtedness.

2. Include financial statements identifying the assets, liabilities, income, and operating expenses of the community redevelopment agency as of the end of such fiscal year.

3. Include a finding by the auditor as to whether the community redevelopment agency is in compliance with subsections (6) and (7).

(c) The audit report for the community redevelopment agency must accompany the annual financial report submitted by the county or municipality that created the agency to the Department of Financial Services as provided in s. 218.32, regardless of whether the agency reports separately under that section.

(d) The agency shall provide ~~by registered mail~~ a copy of the audit report to each taxing authority.

Section 9. Subsection (3) of section 218.32, Florida Statutes, is amended to read:

218.32 Annual financial reports; local governmental entities.—

(3)(a) The department shall notify the President of the Senate and the Speaker of the House of Representatives of any municipality that has not reported any financial activity for the last 4 fiscal years. Such notice must be sufficient to initiate dissolution procedures as described in s. 165.051(1)(a). Any special law authorizing the incorporation or creation of the municipality must be included within the notification.

(b) Failure of a county or municipality required under s. 163.387(8) to include with its annual financial report to the department a financial audit report for each community redevelopment agency created by that county or municipality constitutes a failure to report under this section.

(c) By November 1 of each year, the department must provide the Special District Accountability Program of the Department of Economic Opportunity with a list of each community redevelopment agency that does not report any revenues, expenditures, or debt for the community redevelopment agency's previous fiscal year.

Section 10. This act shall take effect October 1, 2019.

Approved by the Governor June 28, 2019.

Filed in Office Secretary of State June 28, 2019.