

City of Melbourne

City Hall • 900 E. Strawbridge Avenue, Melbourne, FL 32901
(321) 608-7200 • Fax (321) 608-7219



Babcock Street Community Redevelopment Agency

July 24, 2018 • 6:30 PM

The following item will be heard during the regular meeting of the Melbourne City Council. The meeting will begin at 6:30 p.m. See full City Council agenda for location of the following item.

1. Approval of amendment to Interlocal Agreement/Loan Agreement for funding and reimbursement of advances to finance roadway improvements on a portion of Babcock Street.
 - a. **RESOLUTION NO. 3761:** A resolution authorizing an amendment to the loan agreement between the City of Melbourne and the Babcock Street Community Redevelopment Agency to add \$375,000 to complete additional drainage improvements and to add one additional year to the term of the loan for a construction project to reconstruct and rehabilitate a certain section of Babcock Street.
 - b. **RESOLUTION NO. 3764:** A budget resolution recognizing loan proceeds from the General Fund and an appropriation to the Babcock Street Reconstruction Project.

Mayor Kathy Meehan, Council Member Debbie Thomas, and Council Member Tim Thomas, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Mayor Meehan and Council Members Teresa Lopez, Betty Moore and Paul Alfrey (alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321/608-7220) at least 48 hours prior to the meeting.

MEMORANDUM



Community Development
Department

TO: Michael A. McNees, City Manager

THRU: Cindy Dittmer, AICP, Community Development Director

FROM: Doug Dombroski, Economic Development Manager

RE: **Babcock Street CRA & City Amendment to Loan Agreement**

DATE: July 12, 2018

This is a request for approval of a resolution and amended agreement from both City Council and the Babcock Street Community Redevelopment Agency (CRA), to enable the CRA to finance the roadway improvements to a portion of Babcock Street.

A joint resolution is attached for consideration of the First Amendment to the Interlocal Agreement/Loan Agreement by and between the City of Melbourne and the Babcock Street CRA. The loan provides for additional funding and an increase in the loan term for a period of one year. This agreement provides for a revised loan amount of \$1,675,000 from the City of Melbourne's General Fund to the Babcock Street CRA, and is specifically programed for the reconstruction of a portion of Babcock Street, from Hibiscus Boulevard to just north of Apollo Boulevard. The amended amount is an increase of \$375,000 for drainage improvements. Both the Babcock Street CRA Board and City Council will need to also approve budget amendments under a separate resolution, with an update of the associated funding within the Five-Year Capital Improvement Program budget.

Previous to this request, the City of Melbourne, Brevard County, and the Babcock Street CRA approved a revision to the three party Interlocal Agreement for Rehabilitation and Transfer that provides for the reconstruction of this section of Babcock Street. Subject to that revision is the provision of funding from the Babcock Street CRA through a loan agreement. The following actions have already occurred making the loan request possible:

- Brevard County passed a resolution authorizing one-additional year of duration for the Babcock Street CRA on May 22, 2018
- Brevard County Commission approved the three-party amendment of the Interlocal Agreement for the Rehabilitation and Transfer on May 22, 2018

- Melbourne City Council and the Babcock Street CRA approved the three-party amendment of the Interlocal Agreement for the Rehabilitation and Transfer on June 12, 2018;
- On July 10th, Melbourne City Council voted for approval of first reading to an ordinance amending the Babcock Street CRA Redevelopment Plan, specifically incorporating the Babcock Street drainage improvements, with estimated project cost of \$375,000, and adding one additional year to the agency.

At their regular meeting on June 27, 2018, the Babcock Street CRA Advisory Committee recommended that City Council and the CRA Board approve the First Amendment to the Interlocal Agreement/Loan Agreement. Budget amendments are necessary to recognize the revised project amount and correct appropriations for construction.

Recommendations

Babcock Street CRA Approval:

- a. Approval of Joint Resolution – First Amendment to Interlocal Agreement Regarding Funding and Reimbursement of Advances (Babcock Street Loan Agreement)
- b. Approval of Resolution regarding CRA Budget Amendment

City Council Approval:

- c. Approval of Joint Resolution – First Amendment to Interlocal Agreement Regarding Funding and Reimbursement of Advances (Babcock Street Loan Agreement)
- d. Approval of Resolution regarding City Budget Amendment

RESOLUTION NO. 3761

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA AND THE GOVERNING BODY OF THE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO A LOAN IN THE REVISED PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,675,000 FROM THE GENERAL FUND TO THE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY FOR A CONSTRUCTION PROJECT TO RECONSTRUCT AND REHABILITATE A CERTAIN SECTION OF BABCOCK STREET, INCLUDING CERTAIN DRAINAGE IMPROVEMENTS; PROVIDING AUTHORITY AND INTERPRETATION; MAKING FINDINGS AND DECLARATIONS; PROVIDING AUTHORIZATION FOR THE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY TO OBTAIN A LOAN FOR THE RECONSTRUCTION PROJECT; FINDING THAT A PUBLIC HEARING WAS HELD AND PROPER NOTICE GIVEN; APPROVING THE LOAN; PROVIDING FOR NON-ASSIGNABILITY OF LOAN; PROVIDING FOR PAYMENT OF PRINCIPAL AND INTEREST; PROVIDING DIRECTION TO THE CITY MANAGER; DESCRIBING EVENTS OF DEFAULT; PROVIDING THE DECLARATION OF PRINCIPAL AND INTEREST AS DUE UPON DEFAULT; PROVIDING FOR LIMITED LIABILITY AND NO PERSONAL LIABILITY; AFFIRMING THAT THE LOAN IS NOT A GENERAL OBLIGATION DEBT OF THE STATE, BREVARD COUNTY, CITY OF MELBOURNE, OR COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR LAWS GOVERNING TRANSACTION AND PERFORMANCE OF PREREQUISITES; PROVIDING FOR THE NON-EXISTENCE OF ANY THIRD PARTY BENEFICIARIES; PROVIDING FOR GENERAL AUTHORITY AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City of Melbourne (the "City"), the Babcock Street Community Redevelopment Agency (the "CRA") and Brevard County entered into that certain Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, Florida dated January 11, 2018, recorded in Official Records Book 8068, Page 2637 of the Public Records of Brevard County, which provides that the City will accept maintenance responsibilities of a certain portion of Babcock Street provided the County and the CRA contribute to the cost of the reconstruction and rehabilitation of a certain portion of Babcock Street; and

WHEREAS, the City and the CRA entered into that certain Interlocal Agreement Regarding Funding and Reimbursement of Advances dated July 18, 2018 (hereinafter: the “Loan Agreement”) and adopted by Resolution No. 3707, which Loan Agreement provides that the City loan the CRA \$1,300,000.00 to provide funds for the reconstruction and rehabilitation of a certain portion of Babcock Street; and

WHEREAS, the City, the CRA and Brevard County entered into that certain First Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, FL dated July 18, 2018, recorded in Official Records Book 8215, Page 332 of the Public Records of Brevard County, Florida in order to restore certain drainage improvements associated with the reconstruction and rehabilitation of a certain portion of Babcock Street (as amended to include the restoration of certain drainage improvements, hereinafter: the “Construction Project”) at a cost of an additional \$375,000; and

WHEREAS, the CRA agreed to contribute to the additional cost of the Construction Project; and

WHEREAS, the CRA has requested the City to assist the CRA by its issuance of a loan in the revised principal amount of not to exceed \$1,675,000.00 (the “Loan”) to the CRA to provide funds for the reconstruction and rehabilitation of a certain portion of Babcock Street (as amended to include the restoration of certain drainage improvements, hereinafter: the “Construction Project”); and

WHEREAS, it is necessary to obtain interfund/interagency financing to proceed with the Construction Project; and

WHEREAS, the CRA is responsible for repayment of any debt incurred to complete the Construction Project; and

WHEREAS, the City of Melbourne General Fund has a sufficient cash balance to provide the Loan to the Babcock Street Community Redevelopment Agency; and

WHEREAS, it is necessary and desirable to approve the form of and authorize the execution of a Loan agreement and to specify the interest rate, maturity date, prepayment provisions and other details for the Loan.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MELBOURNE, FLORIDA, AND THE GOVERNING BODY OF THE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. That this resolution is adopted pursuant to Article II, Chapter 20, City of Melbourne Code of Ordinances, Chapter 166 and Part III, Chapter 163, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS AND DECLARATIONS. That for purposes of Part III, Chapter 163, Florida Statutes, and Chapter 166, Florida Statutes, it is hereby ascertained, determined and declared as follows:

(a) The Construction Project is appropriate to the needs and circumstances of, and will make a contribution to the economic growth of the CRA and the City and will serve a public purpose, consistent with the requirements of Part III, Chapter 163, Florida Statutes, by reconstructing and rehabilitating a certain portion of Babcock and restoration of certain related drainage improvements and by advancing the economic prosperity and the general welfare of the CRA, the City, the State, and the people thereof, and in particular, the Loan is in the common interest of the people of Melbourne, Florida. As of the date hereof, the CRA has represented and shown that it is financially responsible and fully capable of and willing to fulfill any obligations which it may incur in connection with the Construction Project as contemplated by this resolution. The appropriate local agencies will be able to withstand the impact of the Construction Project

and be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, if any, that will be necessary for completion of the Construction Project.

(b) The City, as the issuer as set forth in the Loan Agreement as amended by the First Amendment to Loan Agreement makes provision for the reconstruction and rehabilitation of the Construction Project at the expense of the CRA and for the payment of the principal and interest on the Loan and all other costs incurred by in connection with the Loan and the Construction Project.

(c) That pursuant to Section 163.385(1), Florida Statutes, the Babcock Street Community Redevelopment Agency is hereby authorized and has the power in its corporate capacity, in its discretion, to issue redevelopment revenue bonds and accept loans from time to time to finance the undertaking of the Construction Project pursuant to Part III, Chapter 163, Florida Statutes, including, without limiting the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans, and has power to issue refunding bonds for the payment or retirement of bonds or other obligations previously issued. The security for such bonds or loans may be based upon the anticipated assessed valuation of the completed community redevelopment and such other revenues as are legally available.

(d) Bonds or loans issued pursuant to the declaration in sub-section (c) shall not and do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not subject to the provisions of any other law or charter relating to the authorization, issuance, or sale of bonds or loans. Bonds and loans issued under the provisions hereof are declared to be issued for an essential public and governmental purpose and, together with interest thereon and income therefrom.

(e) In any suit, action, or proceeding involving the validity or enforceability of any bond or loan issued pursuant hereto and pursuant to the authority of Part III, Chapter 163, Florida

Statutes, or the security therefor, any such bond or loan reciting in substance that it has been issued by the City or the CRA in connection with community redevelopment, as defined in Part III, Chapter 163, Florida Statutes, shall be conclusively deemed to have been issued for such purpose, and such Project shall be conclusively deemed to have been planned, located, and carried out in accordance with the provisions of Part III, Chapter 163, Florida Statutes.

SECTION 3. AUTHORIZATION. That for the purpose of making the Loan to the CRA, there is hereby authorized a Loan from the City of Melbourne General Fund to the Babcock Street Community Redevelopment Agency and authorized through the Loan Agreement executed on July 18, 2018 as amended by the First Amendment to Loan Agreement for the CRA's Project in a principal amount not to exceed \$1,675,000.00. The Loan proceeds shall be issued to the CRA on such date as shall be mutually agreed upon by the CRA and the City. Interest on the Loan will be calculated at a rate equal to the monthly average rate earned on investments managed by Public Financial Management, Inc., a Pennsylvania Corporation (PFM), plus one percent (1%). The Loan and accrued interest shall be repaid in full by September 9, 2024, the CRA termination date, with payments due on the yearly anniversary of the issuance of the Loan in amounts to be determined by the Finance Director and approved by the CRA board. Payments may be made on this Loan without prepayment penalty. The Loan Agreement as amended by the First Amendment to Loan Agreement shall be in the form of the Loan Agreement and First Amendment to Loan Agreement attached hereto as Exhibit "A," as may be approved by the Chair of the CRA, or in the absence or inability of the Chair to act, the Vice-Chair (the "Authorized Signer"), such approval to be conclusively presumed by the execution thereof by the Authorized Signer.

SECTION 4. PUBLIC HEARING; PUBLICATION OF NOTICE.

(a) That a public hearing was held by the CRA board and City Council on July 24, 2018, at 6:30 p.m. in the City Council Chamber at City Hall, 900 East Strawbridge Avenue, Melbourne,

Florida 32901 at which public hearing all parties and interested citizens were invited to appear and be heard as to any and all matters pertinent to the approval of the First Amendment to Loan Agreement and the Loan of the proceeds thereof to the CRA to finance the costs of the Construction Project.

(b) That the City Clerk properly published notice of the proposed action in *Florida Today*, a newspaper of general circulation in the City at least ten days in advance of the public hearing before the CRA and City Council conducted in connection with the Loan and the Project to be financed with the proceeds thereof, as may be required by Section 166.041(3)(a) and Section 163.346, Florida Statutes.

(c) That each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the Babcock Street Community Redevelopment Area was mailed notice of the proposed action by registered mail at least fifteen (15) days in advance of the public hearing before the City Council conducted in connection with the Loan and the Project to be financed with the proceeds thereof, as may be required by Section 163.346, Florida Statutes.

SECTION 5. APPROVAL OF LOAN.

(a) That the Loan by the City of funds as provided for herein to the CRA pursuant to the Loan Agreement as amended by the First Amendment to Loan Agreement, for the purpose of financing the Construction Project, all of which will be owned by the City, is hereby approved pursuant to and in accordance with Part III, Chapter 163, Florida Statutes, and Section 163.385, Florida Statutes.

(b) That this Loan with accrued interest is payable solely from and secured by a lien upon proceeds derived from Babcock Street Community Redevelopment Agency revenues (the "Pledged Revenues"). The Loan shall not constitute a lien upon the Construction Project, or any property owned by or situated within the boundaries of the City of Melbourne.

(c) That the Loan shall not constitute a general obligation or indebtedness of the City of Melbourne or the CRA within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely from and secured by a lien upon a pledge of the Pledged Revenues as herein provided.

SECTION 6. LOAN AGREEMENT NON-ASSIGNABLE. That the right to payments, the obligation to make payments, and the Loan Agreement as amended by the First Amendment to Loan Agreement and all rights and duties thereunder shall be non-assignable by both the City or the CRA.

SECTION 7. PAYMENT OF PRINCIPAL AND INTEREST. That the CRA shall cause to be paid, when due, the principal of and the interest on the Loan, solely from the payments made by the CRA, at the place, on the date and in the manner provided herein and in the Loan Agreement as amended by the First Amendment to Loan Agreement according to the true intent and meaning thereof; provided, that it is understood that the Loan is not a general obligation of the City or the CRA but are limited obligations payable solely from the CRA Trust Fund as monies furnished to the City by the CRA under the Loan Agreement as amended by the First Amendment to Loan Agreement. The Loan shall not be an obligation of the City, the State of Florida or of any political subdivision thereof, and shall be payable solely from the CRA Trust Fund as monies furnished to the City by the CRA under the Loan Agreement as amended by the First Amendment to Loan Agreement.

SECTION 8. PROVIDING DIRECTION TO CITY MANAGER. That the City Manager, Director of Finance, and other staff are hereby authorized and directed to carry out the intent of this resolution by preparing the necessary documents required to close the Loan transaction.

SECTION 9. EVENTS OF DEFAULT. That the following is hereby defined as and declared to be and shall constitute a "Default" pursuant to this Agreement. If payment of any installment of

principal or interest on the Loan shall not be made when the same shall become due and payable prior to the expiration of any applicable cure period, and if said Default shall not have been waived by the City, a Default shall exist.

SECTION 10. DECLARATION OF PRINCIPAL AND INTEREST AS DUE. That upon the occurrence of a Default and at any time thereafter while such Default shall continue, the City may by written notice to the CRA declare all of the principal of the Loan, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything in this resolution or in the Loan contained to the contrary notwithstanding.

SECTION 11. ACTION BY CITY UPON OCCURRENCE OF DEFAULT. That upon the occurrence of a Default and at any time thereafter while such default shall continue, then in every such case the City may pursue any available remedy at law or in equity to enforce the payment of the principal of and interest on the Loan and any covenant or agreement contained in this resolution, or to enforce any other legal or equitable right or remedy vested in the City by the Loan Agreement or by said laws.

SECTION 12. LIMITED LIABILITY. That anything in this resolution or the Loan Agreement as amended by the First Amendment to Loan Agreement to the contrary notwithstanding, the performance by the City of Melbourne and the CRA of all duties and obligations imposed upon it hereby, the exercise by it of all powers granted to it hereunder, the carrying out of all covenants, agreements and promises made by it hereunder, and the liability of the CRA for all warranties and other covenants hereunder, shall be limited solely to the revenues and receipts furnished by the City to the CRA under the Loan Agreement as amended by the First Amendment to Loan Agreement, and the CRA shall not be required to effectuate any of its duties, obligations, powers or covenants hereunder except to the extent of such moneys so furnished.

SECTION 13. NO PERSONAL LIABILITY. That no covenant, stipulation, obligation or agreement herein contained or contained in the Loan or Loan Agreement as amended by the First Amendment to Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, agent or employee of the City of Melbourne or the CRA or their respective governing bodies in his/her/their individual capacity, and neither the officers, members, agents, or employees of the City of Melbourne or the CRA nor any official executing the Loan Agreement as amended by the First Amendment to Loan Agreement shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof. No recourse under or upon any obligation, covenant or agreement contained in this resolution, the Loan Agreement as amended by the First Amendment to Loan Agreement, or under any judgment obtained against the City of Melbourne or the CRA, or by the enforcement of any assessment or by legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this resolution, shall be had against any agent, member, employee or officer, as such, past, present or future, of the City of Melbourne or the CRA, either directly or through the City of Melbourne or the CRA, or otherwise, for the payment for or to the City of Melbourne or the CRA or any receiver thereof, or for or to the holder of the Loan or otherwise of any sum that may be due and unpaid by the City of Melbourne or the CRA upon the Loan. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any agent, member, employee or officer, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the City of Melbourne or the CRA or any receiver thereof, or otherwise, of any sum that may remain due and unpaid upon the Loan is hereby expressly waived and released as a condition of and in consideration for the execution of this resolution and the issuance of the Loan and Loan proceeds.

SECTION 14. LOAN NOT A DEBT OF STATE, BREVARD COUNTY, CITY OF MELBOURNE, OR CRA. That the loan shall not constitute a general obligation or indebtedness of the State of Florida, any political subdivision thereof, Brevard County, the City of Melbourne, or the Babcock Street Community Redevelopment Agency within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues as herein provided. In no event shall any holder of rights under the Loan, the City, or any other person or legal entity, ever have the right to compel the exercise of the *ad valorem* taxing power of the State of Florida, Brevard County, the City of Melbourne, or any other governmental entity to repay the Loan approved by this resolution or embodied or represented by the Loan Agreement as amended by the First Amendment to Loan Agreement.

SECTION 15. LAWS GOVERNING. That this resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Florida.

SECTION 16. NO THIRD PARTY BENEFICIARIES. That except as herein or in the documents herein mentioned unless otherwise expressly provided, nothing in this resolution or in such documents, express or implied, is intended or shall be construed to confer upon any person other than the City and the CRA any right, remedy or claim, legal or equitable, under and by reason of this resolution or any provision hereof or of such documents; this resolution and such documents being intended to be and being for the sole and exclusive benefit of such parties.

SECTION 17. PREREQUISITES PERFORMED. That all acts, conditions and prerequisites relating to the passage of this resolution and required by the Constitution or laws of the State of Florida to happen, exist and be performed precedent to and in the passage hereof have happened, exist and have been performed as so required.

SECTION 18. GENERAL AUTHORITY. That the officers of the City are hereby authorized to do all acts and things required of them by this resolution and the Loan Agreement as amended by the First Amendment to Loan Agreement or desirable or consistent with the requirements hereof or thereof, for the full punctual and complete performance of all terms, covenants and agreements contained in the Loan Agreement as amended by the First Amendment to Loan Agreement and this resolution.

SECTION 19. SEVERABILITY. That if any one or more of the covenants, agreements, or provisions contained herein or in the Loan Agreement as amended by the First Amendment to Loan Agreement shall be held contrary to any express provisions 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 separable from the remaining covenants, agreements, or provisions hereof and thereof and shall in no way affect the validity of any of the other provisions of this resolution or of the Loan.

SECTION 20. EFFECTIVE DATE. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

PASSED AND ADOPTED at a regular meeting of the governing body of the Babcock Street Community Redevelopment Agency on the ____ day of _____, 2018.

**BABCOCK STREET COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Kathleen H. Meehan, Chair

ATTEST:

Cathleen A. Wysor, City Clerk

PASSED AND ADOPTED at a regular meeting of the City Council on the ____ day of _____, 2018.

CITY OF MELBOURNE, FLORIDA

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Attachment: Exhibit "A" - Form of the Loan Agreement and First Amendment to Loan Agreement
Resolution No. 3761

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
REGARDING FUNDING AND REIMBURSEMENT OF ADVANCES
(BABCOCK STREET LOAN AGREEMENT)**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING FUNDING AND REIMBURSEMENT OF ADVANCES (the “First Amendment to Loan Agreement”) is made this _____, 2018, by and between the CITY OF MELBOURNE, a Florida Municipal Corporation (hereinafter: the “City”), whose address is 900 East Strawbridge Avenue, Melbourne, Florida, 32901; and the BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district, and operating pursuant to Section 163.330 *et seq.*, Florida Statutes (hereinafter: the “CRA”), whose address is 900 East Strawbridge Avenue, Melbourne, Florida, 32901.

RECITALS:

WHEREAS, the City, the CRA and Brevard County entered into that certain Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, FL dated January 11, 2018, recorded in Official Records Book 8068, Page 2637 of the public records of Brevard County, which County Interlocal provides that the City will accept maintenance responsibilities of a certain portion of Babcock Street provided the County and the CRA contribute to the cost of the reconstruction and rehabilitation of a certain portion of Babcock Street; and

WHEREAS, the City and the CRA entered into that certain Interlocal Agreement Regarding Funding and Reimbursement of Advances dated January 18, 2018 (hereinafter: the “Loan Agreement”) and adopted by Resolution No. 3707, which Loan Agreement provides that the City loan the CRA \$1,300,000.00 to provide funds for the reconstruction and rehabilitation of a certain portion of Babcock Street; and

WHEREAS, the City, the CRA and Brevard County entered into that certain First Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, FL dated July 18, 2018, recorded in Official Records Book 8215, Page 332 of the Public Records of Brevard County in order to restore certain drainage improvements associated with the reconstruction and rehabilitation of a certain portion of Babcock Street (as amended to include the restoration of certain drainage improvements, the “Construction Project”) at a cost of an additional \$375,000; and

WHEREAS, the CRA agreed to contribute to the additional cost of the Construction Project; and

WHEREAS, the City of Melbourne’s general fund has a sufficient cash balance to provide the additional funding necessary as a loan to the CRA; and

WHEREAS, it is necessary to obtain additional interfund and interagency financing to proceed with the Construction Project; and

WHEREAS, this Agreement is entered into pursuant to and under the Authority of the City Charter; Section 163.01, Florida Statutes; the Community Redevelopment Act of 1969 (the “Act”), codified in Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes and other applicable provisions of law, and the Joint Resolution adopted by the City and the CRA on July 24, 2018.

WHEREAS, the City and the CRA agree and declare that the proceeds from such loan shall be used exclusively for a community redevelopment project as permitted pursuant to Section 163.330 *et seq.*, Florida Statutes, which project shall be wholly within the boundaries of the CRA; and

WHEREAS, both the CRA and the City find this Construction Project to be in the public interest.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), and certain other good, valuable, and diverse considerations, the sufficiency and receipt of which is hereby acknowledged and the parties desiring to be legally bound, do agree as follows:

Section 1. Incorporation of Recitals. Each and all of the foregoing recitals are hereby incorporated herein, and each and all of the recitals are hereby deemed to be true and correct.

Section 2. Amendment to Loan Agreement.

A. The Loan Agreement is hereby amended to reflect the following:

The term "Construction Project" shall be defined to include the reconstruction and rehabilitation of a portion of Babcock Street as set forth in that certain Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, FL dated January 11, 2018, recorded in Official Records Book 8068, Page 2637 of the public records of Brevard County and the drainage work set forth in the First Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, FL dated July 18, 2018, recorded in Official Records Book 8215, Page 332 of the public records of Brevard County.

B. Section 2 of the Loan Agreement is hereby revised as follows:

Purpose. That for the purpose of financing the Construction Project, a loan from the City of Melbourne's general fund to the Babcock Street Community Redevelopment Agency is authorized and hereby made in an amount not to exceed ~~\$1,300,000~~ \$1,675,000.00 (the "Loan"). The Loan proceeds shall be issued to the CRA on such date as shall be mutually agreed upon by the CRA and the City and shall be distributed on behalf of the CRA to pay for the costs of the Construction Project in accordance with the County Interlocal. Interest on the Loan will be calculated at a rate equal to the monthly average rate earned on investments managed by Public Financial Management, Inc., a Pennsylvania Corporation (PFM), plus one percent (1%). The Loan and accrued interest shall be repaid in full by September 9, ~~2023~~ 2024, the CRA termination date, with payments due on the yearly anniversary of the issuance of the Loan in amounts to be determined by the Finance Director and approved by the CRA board. Payments may be made on this Loan without prepayment penalty.

Section 3. Interlocal Agreement; Filing with the County Clerk of Court. This First Amendment to Loan Agreement shall constitute an interlocal agreement within the meaning of Section 163.01, Florida Statutes. The City hereby authorized and directed after approval

of this First Amendment to Loan Agreement by the CRA and the City and the execution hereof to submit this First Amendment to Loan Agreement to the Clerk of the Court of Brevard County, Florida, for filing in the public records of Brevard County, Florida, as provided by Section 163.01(11), Florida Statutes. This First Amendment to Loan Agreement will become effective upon recordation of a fully executed version of this First Amendment to Loan Agreement in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day, month and year set forth above.

Signed, sealed and delivered
in the presence of:

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

Signature of Witness #1

Print Name

By:_____

Michael A. McNees
Its City Manager

(CITY SEAL)

Signature of Witness #2

Print Name:

ATTEST:

Cathleen Wysor, City Clerk

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this _____ by Michael A. McNees, as City Manager of the CITY OF MELBOURNE, a Florida municipal corporation, on behalf of the corporation. He is personally known to me.

Notary Public at Large
State of Florida

My commission expires:

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Print Name

Signature of Witness #2

Print Name:

BABCOCK STREET COMMUNITY
REDEVELOPMENT AGENCY, a community
redevelopment agency established and operating
pursuant to Section 163.330 *et seq.*, Florida
Statutes

By: _____
Kathleen H. Meehan
Its Chair

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this _____ by Kathleen H. Meehan, as Chair of the BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency established and operating pursuant to Section 163.330 *et seq.*, Florida Statutes, on behalf of the agency. She is personally known to me.

Notary Public at Large
State of Florida

My commission expires:

RESOLUTION NO. 3764

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE 2017-2018 FISCAL YEAR BUDGET FOR THE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY; AMENDING RESOLUTION NO. 3679; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 28, 2017, the City Council, as the Babcock Street Community Redevelopment Agency, pursuant to the Special District Act, adopted Resolution No. 3679 providing for adoption of the Babcock Street Community Redevelopment Fund 2017-2018 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in Exhibit "A."

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2017 is hereby amended by the amounts identified in the attached Exhibit "A."

SECTION 2. That pursuant to the Special District Act, the City Council, as the Babcock Street CRA, does hereby approve the attached budget amendment to the Babcock Street Community Redevelopment Fund 2017-2018 budget.

SECTION 3. That this resolution shall take effect immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was adopted at a regular meeting of the City Council on the ____ day of _____, 2018.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Attachment: Exhibit "A"

Resolution No. 3764

ATTACHMENT A

BABCOCK STREET REDEVELOPMENT FUND

155 - BABCOCK STREET REDEVELOPMENT FUND				REVENUE	EXPENDITURE	REVISED YEAR TO DATE BUDGET
ORG	OBJECT	PROJECT	DESCRIPTION			
5623840	384004		Loan Proceeds	375,000		1,675,000
56200581	591070		<u>Inter to (311) General Construction</u>	-	375,000	1,675,000
Total				375,000	375,000	
TOTAL NET CHANGE TO BABCOCK STREET REDEVELOPMENT FUND				375,000	375,000	