

RESOLUTION 2017 - 11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HAVERHILL, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2017, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$650,000, TO PAY THE COST OF DRAINAGE IMPROVEMENTS AND COSTS RELATED THERETO; PLEDGING THE TOWN'S SHARE OF THE PROCEEDS RECEIVED BY THE TOWN FROM THE ONE CENT LOCAL GOVERNMENT INFRASTRUCTURE SALES SURTAX LEVIED AND IMPOSED BY PALM BEACH COUNTY TO REPAY SUCH NOTE; PRESCRIBING THE FORM, TERMS AND DETAILS OF THE NOTE; AWARDING THE NOTE TO SEACOAST NATIONAL BANK BY NEGOTIATED SALE; APPROVING THE FORM OF A LOAN AGREEMENT BETWEEN THE TOWN AND SEACOAST NATIONAL BANK; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Haverhill, Florida (the "Town") has determined to provide certain drainage improvements in the Town (the "Project"), and to borrow the money to finance the Project; and

WHEREAS, Seacoast National Bank (the "Bank") has offered to finance the Project on the terms and conditions acceptable to the Town; and

WHEREAS, the Town desires to accept the offer of the Bank and to approve the form of the loan agreement pursuant to which such borrowing will be accomplished.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HAVERHILL, FLORIDA, THAT:

SECTION 1. RATIFICATION AND CONFIRMATION OF "WHEREAS" CLAUSES. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof by the Town Council.

SECTION 2. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town, and other applicable provisions of law.

"Bank" means Seacoast National Bank, the initial purchaser of the Note, and its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended, including the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

“Costs of the Project” means with respect to the Project, all items of cost permitted to be paid with Surtax Proceeds, including the costs of issuance of the Note.

“Dated Date” means the date of issuance of the Note.

“Governing Body” means the Town Council of the Town, or its successor in function.

“Loan Agreement” means that certain Loan Agreement between the Bank and the Town, the form of which is attached as Exhibit “A” hereto.

“Mayor” means the Mayor of the Town or, in the Mayor’s absence, the Vice Mayor, or such other persons as may be duly authorized to act on the Mayor’s behalf.

“Note” means the Town’s Public Improvement Revenue Note, Series 2017, authorized to be issued by the Town in the aggregate principal amount not to exceed \$650,000, the form of which is attached as Exhibit “A” to the Loan Agreement.

“Noteholder” or “Holder” means the registered owner (or its authorized representative) of the Note.

“Pledged Revenues” means the Surtax Proceeds received by the Town.

“Project” means certain drainage improvements to be undertaken by the Town, and costs related thereto.

“Resolution” means this Resolution, as the same may from time to time be amended, modified or supplemented.

“State” means the State of Florida.

“Surtax Proceeds” means the amounts received by the Town from the one percent Local Government Infrastructure Sales Surtax levied and imposed by Palm Beach County pursuant to that certain Interlocal Agreement dated as of May 10, 2016, as amended and supplemented.

“Town” means the Town of Haverhill, a Florida municipal corporation, or its successor.

“Town Clerk” means the Town Administrator in her capacity as Town Clerk or any Deputy Town Clerk.

SECTION 3. AUTHORITY FOR RESOLUTION. This Resolution is enacted pursuant to the provisions of the Act. The Town has ascertained and hereby determined that enactment of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Town in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Town herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Town.

SECTION 4. LOAN AGREEMENT. The Town hereby approves the form and content of the Loan Agreement. The Mayor is hereby authorized to execute and deliver the Loan Agreement on behalf of the Town, and the Town Clerk is authorized to place the Town's seal thereon and attest thereto, in substantially the form presented at this meeting and attached hereto as Exhibit "A," with such changes, modifications, deletions and insertions as the Mayor and Town Administrator may hereafter deem necessary and appropriate. Such execution and delivery shall be conclusive evidence of the approval thereof by the Town.

SECTION 5. AUTHORITY FOR ISSUANCE OF NOTE. Subject and pursuant to the provisions hereof and of the Loan Agreement, a note to be known as "Town of Haverhill, Florida, Public Improvement Note, Series 2017" is hereby authorized to be issued in an aggregate principal amount not to exceed Six Hundred Fifty Thousand Dollars (\$650,000.00) for the purpose of financing the Costs of the Project.

SECTION 6. DESCRIPTION OF NOTE. The Note shall be issued in one (1) typewritten certificate, shall be dated the Dated Date thereof and shall mature not later than April 30, 2025. The Note shall bear interest at the rate of 2.75% per annum, with such rate to be adjusted as set forth in the Loan Agreement. Details of the Note shall be as provided in the form of Note attached as Exhibit "A" to the Loan Agreement.

SECTION 7. PLEDGE OF PLEDGED REVENUES; COVENANT TO BUDGET AND APPROPRIATE. The Note shall be secured by, and the Town hereby grants to the Holders, a lien on and pledge of the Pledged Revenues, as more particularly set forth in the Loan Agreement.

SECTION 8. NOTE NOT TO BE GENERAL OBLIGATION OR INDEBTEDNESS OF THE TOWN. The Note shall not be or constitute a general obligation or indebtedness of the Town within the meaning of the Constitution of the State, but shall be payable from and secured solely by the Town's pledge of the Pledged Revenues, in the manner and to the extent herein, in the Loan Agreement and in the Note provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any funds of the Town other than the Pledged Revenues, all in the manner

and to the extent herein, in the Loan Agreement and in the Note provided. The Holders shall have no lien upon any real or tangible personal property of the Town, including but not limited to the Project.

SECTION 9. AWARD OF NOTE BY NEGOTIATED SALE. The Town accepts the proposal of the Bank dated October 6, 2017 and attached hereto as Exhibit "B." Because of the nature of the Note, the maturity of the Note and the prevailing market conditions, the negotiated sale of the Note to the Bank in substantial accordance with the Loan Agreement, is hereby found to be in the best interests of the Town, and the Town hereby awards the Note to the Bank.

SECTION 10. BANK QUALIFIED ISSUE. The Town hereby designates the Note to be a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code.

SECTION 11. REIMBURSEMENT. The Town hereby declares its official intention to finance the costs of the Project through the issuance of the Note in an amount, at a minimum, that is necessary to finance the costs of the Project. If the Town determines to pay for the Project prior to the issuance of the Note, the Town reasonably expects to do so from general funds of the Town, and to then be reimbursed from the proceeds of the Note.

SECTION 12. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Resolution may be modified, amended, rescinded or supplemented by the Town from time to time prior to the Town entering into the Loan Agreement. Thereafter, no modification, amendment, rescission or supplement of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holder.

SECTION 13. GENERAL AUTHORITY. The Governing Body hereby authorizes the Mayor, Town Administrator and Town Clerk to execute such other documents as may be necessary to effect the borrowing contemplated by this Resolution.

SECTION 14. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15. SAVINGS CLAUSE. If any clause, section or other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 16. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 12th day of October, 2017. Council Member Gordon offered the foregoing Resolution, and moved its adoption. The motion was seconded by Council Member Uptegraph, and upon being put to a vote, the vote was as follows:

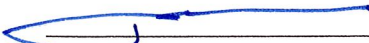
JAY G. FOY, Mayor
LAWRENCE GORDON, Vice Mayor
MARK C. UPTOGRAPH, Council Member
JO. H. PLYER, Council Member
REMAR M. HARVIN, Council Member

Aye _____
Aye _____
Aye _____
Aye _____
Aye _____

The Mayor thereupon declared this Resolution approved and duly adopted by the Town Council of the Town of Haverhill, Florida this 12th day of October, 2017.

ATTEST:

TOWN OF HAVERHILL, FLORIDA



Janice C. Rutan, Town Administrator



Jay G. Foy, Mayor



EXHIBIT "A"

FORM OF LOAN AGREEMENT

EXHIBIT "B"

PROPOSAL FROM SEACOAST NATIONAL BANK