



**VILLAGE OF INDIANTOWN
AGENDA
SPECIAL VILLAGE COUNCIL MEETING**

August 9, 2018
6:30 PM
at the INDIANTOWN CIVIC CENTER
15675 SW Osceola Street, Indiantown, FL 34956

VILLAGE COUNCIL
SUSAN GIBBS THOMAS, MAYOR
GUYTON STONE, VICE MAYOR
JACKIE GARY CLARKE
ANTHONY D. DOWLING
JANET HERNANDEZ

ADMINISTRATION
TERESA LAMAR-SARNO, VILLAGE MANAGER
PAUL J. NICOLETTI, VILLAGE ATTORNEY
CHERIE WHITE, VILLAGE CLERK

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Indiantown. Civility is practiced at all Village meetings.

Special Needs: If anyone attending this meeting requires a special accommodation, please contact Cheryl White, Village Clerk, by telephone at (772) 597-9900 or by email at cwhite@indiantown.org. If you are hearing impaired, please contact the Florida Relay Service, Dial 711, or call 800-682-8706 (English); 800-682-8786 (Espanol); 800-855-2886 (TTY).

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Village Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Village Council.

Appeal of Decision: If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Village Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Village Council Member, or by any member of the public desiring it to be heard, without a motion.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, AWARDS AND SPECIAL PRESENTATIONS

COMMENTS BY VILLAGE COUNCIL MEMBERS

COMMENTS BY VILLAGE MANAGER

APPROVAL OF AGENDA

-A motion is adopted to approve the Agenda as it appears, or as modified by motion of the village council.

| | | | | |
|---------|---------|---------------------------|-------------------|-------|
| Motion: | Second: | Discussion by Council: | Public Comment | Vote: |
|---------|---------|---------------------------|-------------------|-------|

PUBLIC COMMENT

*-The public is invited to comment for up to 3 minutes **on any item not on the Agenda**. Questions are typically deferred to staff, and if civility is not practiced, the Mayor may rule the person out of order, and may require the person be removed from the meeting.*

CONSENT AGENDA

1. Resolution No. 033-2018; Amending and Expanding the Line of Credit with Centerstate Bank, NA to \$1 Million

REGULAR AGENDA

DISCUSSION ITEMS

ANNOUNCEMENTS

NEXT REGULAR MEETING

ADJOURNMENT

**VILLAGE OF INDIANTOWN, FLORIDA
AGENDA MEMORANDUM**

MEETING DATE: August 9, 2018

MEETING TYPE: Regular Village Council Meeting

AGENDA ITEM TITLE: Resolution No. 033-2018; Amending and Expanding the Line of Credit with Centerstate Bank, NA to \$1 Million

SUMMARY OF ITEM: Out of an abundance of caution, we are recommending amendment of the \$500k line of credit with Centerstate Bank, NA to \$1 Million. The expansion of this credit line will not cost the Village anything additional, except for minor closing costs, and it will protect the Village in case of an unlikely catastrophe that requires immediate expenditure of funds.

Please Note that the Resolution No. 033-2018 attached to this Agenda Item has not yet been approved by the Bank. So, it is possible that there could be minor changes. If that occurs, we will bring those changes to your attention at the Meeting.

RECOMMENDATION: Adopt Resolution No.033-2018, as submitted.

PREPARED BY: P. Nicoletti DATE: 8/6/2018

REVIEWED BY: P. Nicoletti DATE: 8/7/2018

APPROVED BY: Teresa Lamar-Sarno DATE: 8/7/2018

ATTACHMENTS:

Description

Resolution No. 33-2018 Amending Credit Line to \$1 Million



**BEFORE THE VILLAGE COUNCIL
VILLAGE OF INDIANTOWN, FLORIDA**

RESOLUTION NO. 033-2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA AUTHORIZING THE AMENDMENT AND EXPANSION OF A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2018 OF THE VILLAGE FROM THE PRINCIPAL AMOUNT OF \$500,000 TO THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,000,000 TO FUND GENERAL EXPENSES OF THE VILLAGE IN ANTICIPATION OF NON-AD VALOREM TAX REVENUES; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE VILLAGE PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED, AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA that:

Section 1: *Authority for this Resolution.* This Resolution is adopted pursuant to the Constitution and the laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Village of Indiantown, 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" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Martin County, Florida are authorized or required to be closed.

Expanding a Line of Credit (LOC) for the Village of Indiantown to Fund Start-up and Other Operating Costs

"Village Attorney" shall mean the Interim Village Attorney or any acting or interim Village Attorney or his or her designee.

"Village Clerk" shall mean the Martin County Clerk of the Circuit Court and Comptroller, or any assistant or deputy Village Clerk of the Issuer.

"Village Manager" shall mean the Interim Village Manager or any acting, interim, assistant or deputy Village Manager.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Finance Director" shall mean the firm of Carr, Riggs & Ingram, LLC, or the Finance Director or any assistant or deputy thereof.

"Fiscal Year" shall mean 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" shall mean the Village of Indiantown, Florida, a municipal corporation.

"Maturity Date" shall mean upon demand by Original Purchaser or Owner in accordance with the Note.

"Mayor" shall mean the Mayor or Vice Mayor of the Issuer, or the Mayor's designee.

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

"Note" shall mean the Taxable Non-Ad Valorem Revenue Note, Series 2018, and operating as a Line of Credit, as authorized by Section 4 hereof.

"Original Purchaser" shall mean CenterState Bank, N.A., a Florida banking corporation.

"Owner" or "Owners" shall mean 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.

"Person" shall mean natural persons, firms, banks, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Village General Operating Account as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, 2400 SE Monterey Road, #100, Stuart, Florida 34996-3351, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Project" shall mean any lawful acquisition, maintenance, repair, replacement, of certain real and personal property, and the acquisition of personal services and contracts for services, for use by the Issuer in starting up its operations as a municipality, and thereafter as permitted herein, and as authorized by Resolution of the Village Council.

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

"State" shall mean 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 and to further community redevelopment and economic development within the Issuer, to finance a portion of the costs of the Project. Issuance of the Note to finance a portion of the costs of the Project satisfies a paramount public purpose.

(B) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. 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.

(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 Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the Village limits of the Issuer other than Pledged Funds.

(D) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

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

Expanding a Line of Credit (LOC) for the Village of Indiantown to Fund Start-up and Other Operating Costs

(F) 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 Owner.

Section 4: *Authorization of Note and Project.* Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the Village of Indiantown, Florida Taxable Non-Ad Valorem Revenue Note, Series 2018 is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$1,000,000 for the purpose of funding startup and operating costs incurred by the Village as a portion of the costs of the Project. The financing of the costs of the Project is 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. 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 Note shall operate as line of credit (LOC), meaning that the Issuer is under no obligation to use or "take down" all or any of the funds provided by the Original Purchaser or any subsequent Person, and that interest shall only be paid to the Original Purchaser or Owner on the funds actually borrowed by the Issuer.

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 holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal holders of the Note, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

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 an adjustable interest rate equal to Prime - .5% per annum.

(B) **Principal and Interest Payment Dates.** Interest on the funds borrowed under the Note shall be paid monthly the first day of each and every month commencing

September 1, 2018. 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 may be prepaid in part or in whole, without penalty, and the Original Purchaser agrees to make available the funds secured by the Note, even if the Note is paid in whole, so long as the Issuer seeks to keep the line of credit open, and the Note furnished hereunder open.

(D) Form of the Note. The Note, i.e. the Future Advance Note and Consolidation of Revolving Promissory Notes, shall 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 and the Village Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the Village Manager.

(E) Original Denomination. The Note was originally issued in the form of a line of credit in the amount of \$500,000.00 authorized by Resolution No. 15-2018 of the Village of Indiantown and Closed on May 1, 2018. This Resolution No. 33-2018 authorizes the amendment and expansion of the line of credit for a maximum amount not to exceed \$1,000,000 (as evidenced by the Consolidation of Revolving Promissory Notes).

Section 7: *Execution and Authentication of Note.* The Note shall be executed in the name of the Issuer by its Mayor and Village Manager and attested and countersigned by its Village Clerk, subject to the approval of the Village Attorney as to form and legality, 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 any of 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 or enter into participation agreements or securitization transactions with respect to the Note; provided, however, the Note must continue to operate as a line of credit for the Issuer, on essentially the same terms as provided herein.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner 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 Owner. 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 holder 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: *Covenant to Budget and Appropriate.* (A) 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, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and all other payments due hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit 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, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments 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, appropriated and deposited 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 holder 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 pledge of such 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. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues 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. 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 Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited 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 and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and is further subject to the provisions of Section 166.241, Florida Statutes insofar as there are not sufficient Non-Ad Valorem Revenues in the General Fund 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 Issuer will apply the proceeds of the Note to pay a portion of the costs of the Project. The Issuer will apply other legally available funds to pay associated costs of issuance (including without limitation legal and financial advisory fees and expenses).

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose 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: *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 all of the Owners of the Note.

Section 13: *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 Owner 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 Owner.

Section 14: *Note Mutilated, Destroyed, Stolen or Lost.* In case any of 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 Owner 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 15: *Impairment of Contract.* The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 16: *Financial Information.* Not later than 270 days after the close of each Fiscal Year, the Issuer shall provide the Owner of the Note with its independent governmental audit report including annual financial statements 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. Upon request by the Purchaser, the Issuer shall provide the Owner with a copy of its resolution adopting its annual budget within thirty (30) days of the adoption of the same and a completed budget book upon the completion of the same, and such other financial information regarding the Issuer as the Owner may reasonably request.

Section 17: *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 or interest on the Note or other debt payable from any Non-Ad Valorem Revenues as the same becomes due and payable; (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; or (iii) 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 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 18: *Anti-Dilution Test.* The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior fiscal year were at least 1.5 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 paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources. Notwithstanding anything herein to the contrary, for purposes of the calculation, Debt shall not include any indebtedness the debt service on which is reasonably expected to be paid from sources other than Non-Ad Valorem Revenues.

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 at an interest rate equal to the higher of 4% per annum or The Bond Buyer 40 Index shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 30 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.

Section 19: *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 thereunder.

Section 20: *Reserved.*

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 Village Council 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 Village Council 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 Mayor and Village Manager and such other officials and employees of the Issuer as may be designated by the Village Manager are each designated as agents of the Issuer in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Issuer that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 27: *Open Meeting Findings.* It is hereby found and determined that all official acts by the Village Council concerning and relating to the adoption of this Resolution and all prior resolutions affecting the Village Council's ability to issue the Note were taken in an open meeting of the Village Council and that all deliberations of the Village Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

Expanding a Line of Credit (LOC) for the Village of Indiantown to Fund Start-up and Other Operating Costs

Section 28: *Repealer.* All resolutions or portions thereof in conflict herewith are hereby repealed.

Section 29: *Effective Date.* This Resolution shall be in full force and take effect immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Council Member _____ and upon being put to a roll call vote, the vote was as follows:

| VILLAGE COUNCIL MEMBERS | YES | NO | ABSENT |
|------------------------------------|------------|-----------|---------------|
| SUSAN GIBBS THOMAS, MAYOR | | | |
| GUYTON STONE, VICE MAYOR | | | |
| JANET HERNANDEZ, COUNCIL MEMBER | | | |
| JACKIE GARY CLARKE, COUNCIL MEMBER | | | |
| ANTHONY J. DOWLING, COUNCIL MEMBER | | | |

Res. 033-2018

Expanding a Line of Credit (LOC) for the Village of Indiantown to Fund Start-up and Other Operating Costs

ADOPTED this 9th day of August, 2018.

ATTEST:

CHERYL WHITE
VILLAGE CLERK

SUSAN GIBBS THOMAS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

PAUL J. NICOLETTI
INTERIM VILLAGE ATTORNEY