



# SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Administrative Offices | 6495 Caroline Street, Suite M | Milton, Florida 32570-4592

JAYER WILLIAMSON, District 1  
ROBERT A. "BOB" COLE, District 2  
W. D. "DON" SALTER, District 3  
ROB WILLIAMSON, District 4  
R. LANE LYNCHARD, District 5

TONY GOMILLION, County Administrator  
ROY V. ANDREWS, County Attorney  
JAYNE BELL, OMB Director

July 7, 2016

RECEIVED  
7-12-16

Randy Jorgenson, AICP  
6738 Dixon Street  
Milton, Florida 32570

Re: Interlocal Agreement – Milton CRA's II & III

Dear Mr. Watkins:

Enclosed herewith is a fully executed original of the referenced Interlocal Agreement for your records.

Thank you for your assistance in this matter. If you have any questions concerning this matter, do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Merry Beth Andrews". The signature is fluid and cursive.

Merry Beth Andrews  
Florida Registered Paralegal

/mba  
Enclosure

**STATE OF FLORIDA  
COUNTY OF SANTA ROSA**

**INTERLOCAL AGREEMENT  
BETWEEN SANTA ROSA COUNTY, FLORIDA AND  
THE CITY OF MILTON, FLORIDA RELATING TO:**

1. **Establishment of a community redevelopment trust fund; providing for the administration of the community redevelopment trust fund; establishing the base year for determining assessed values of property in the community redevelopment area for tax increment purposes; providing for annual appropriation of the tax increment by taxing authorities in the community redevelopment area; and providing an effective date.**
  
2. **THIS AGREEMENT is made this 30 day of June 2016, by and between the County of Santa Rosa, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Milton, Florida, a municipal corporation of the State of Florida ("Milton"), acting through its City Council.**

**WITNESSETH:**

**WHEREAS**, Resolution No. 1341-15, approved by the City Council on the 11<sup>th</sup> day of August, 2015, it was determined that one or more blighted areas exist within the city limits of the City of Milton and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City; and

**WHEREAS**, by Resolution No. 2015-56, approved by the County Board on the 10<sup>th</sup> day of December, 2015, the County Board ratified the creation of CRA's II North and III South (the Redevelopment Agencies); and

**WHEREAS**, by Resolution No. 1362-16, approved by the City Council on the 8<sup>th</sup> day of March, 2016, the City Council approved the CRA II North and CRA III South Community Redevelopment Plans for the Community Redevelopment

Area's as fully described in Resolution No. 1362-16, which legal description is incorporated herein by reference and made a part hereof; and

**WHEREAS**, the Santa Rosa County Board of Commissioners having received said redevelopment plans concurs with the contents thereof, and

**WHEREAS**, in order to plan and implement community redevelopment within the Community Redevelopment Area's it is necessary that a Community Redevelopment Trust Fund be established and created for said area's as provided for in Section 163.387, Florida Statutes; and

**WHEREAS**, notice to each taxing authority and public notice of the City's intention has been given, in accordance with Section 163.346 and 166.041(3), Florida Statutes (1999).

**NOW, THEREFORE BE IT RESOLVED**, by the City of Milton and the County of Santa Rosa, Florida as follows:

**Section 1.** There is hereby established and created, in accordance with the provision of Part III, Chapter 163, Florida Statutes (1999), (the Redevelopment Act), the Community Redevelopment Trust Fund (Trust Fund) for the Community Redevelopment Areas, which fund shall be utilized and expended for the purpose of and in accordance with the Redevelopment Plan, including any amendments or modifications thereto approved in accordance with the Redevelopment Act, and including any "community redevelopment" as that term is defined in Section 163.340, Florida Statutes (1999) under the Redevelopment Plan.

**Section 2.** The monies to be allocated to and deposited into the Trust Fund shall be used to finance "community redevelopment" within the Community Redevelopment Area, which shall be appropriated when authorized by the Redevelopment Agency. The Redevelopment Agency shall utilize the funds and revenues paid into and earned by the Trust Fund for community redevelopment purposes as provided in the Redevelopment Plan and as permitted by law. The Trust Fund shall exist for the duration of the "community redevelopment" undertaken by the Redevelopment Agency pursuant to the Redevelopment Plan and to the extent permitted by the Redevelopment Act. Monies shall be held in the Trust Fund and the Trust Fund shall be administered by the City for and on behalf of the Redevelopment Agency, and disbursed from the Trust Fund as provided by the Redevelopment Act, this agreement, or when authorized by the Redevelopment Agency.

**Section 3.** The money held in the Trust Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State of Florida. The funds may be invested according to the Redevelopment Act and Florida Statutes. The cash required to be accounted for in the Trust Fund described in this Redevelopment Act may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of cash on deposit therein for the various purposes of such funds and accounts as herein provided.

**Section 4.** There shall be paid into the Trust Fund each year by each of the “taxing authorities”, as that term is defined in Section 163.340, Florida Statutes (1999), levying ad valorem taxes within the Community Redevelopment Area, and shall be that amount equal to 95 percent of the incremental increase in ad valorem taxes levied each year by that taxing authority, as calculated in accordance with Section 5 of this agreement and the Redevelopment Act, based on the base year established in Section 5 of this agreement. Such annual amount will be known as the “tax increment.”

**Section 5.** The most recently approved tax roll prior to the effective date of this agreement used in connection with the taxation of real property in the Community Redevelopment Area shall be the real property assessment roll of Santa Rosa County, Florida, reflecting the valuation of real property for purposes of ad valorem taxation as of January 1, 2016, the “base year value”, and submitted to the Department of Revenue pursuant to Section 193.1142, Florida Statutes (1999), and all deposits into the Trust Fund shall be in the amount of tax increment calculated as provided in Section 6 hereof based upon increases in valuation of taxable real property from the base year value.

**Section 6.** The tax increment shall be that amount equal to 95 percent of the difference between:

- a. The amount of ad valorem taxes levied each year by all the taxing authorities, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and
- b. 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 assessment roll used in connection with the taxation of such property by each taxing authority, prior to the effective date of this agreement.

**Section 7.** Each taxing authority shall annually appropriate to and cause to be deposited in the Trust Fund the tax increment determined pursuant to the Redevelopment Act and Section 6 of this agreement at the beginning of each fiscal year thereof as provided in the Redevelopment Act. The obligation of each taxing authority to annually appropriate the tax increment for deposit in the Trust Fund shall commence immediately upon the effective date of this agreement and continue to the extent permitted by the Redevelopment Act until all loans, advances, and indebtedness, if any, and interest thereon, incurred by the Redevelopment Agency as a result of community redevelopment in the Community Redevelopment Area have been paid.

**Section 8.** The Trust Fund shall be established and maintained as a separate fund by the City pursuant to the Redevelopment Act and this agreement, and other directives of the governing body of the Redevelopment Agency as may from time to time be adopted, whereby the Trust Fund may be promptly and effectively administered and utilized by the Redevelopment Agency expeditiously and without undue delay for its statutory purposes pursuant to the Redevelopment Plan.

**Section 9.** The City Clerk, or his/her designee, of the City of Milton, Florida (the "Trustee"), on behalf of the City and the Redevelopment Agency, shall be the trustee of the Trust Fund and shall be responsible for the receipt, custody, disbursement, accountability, management, investment, and proper application of all monies paid into or expended from the Trust Fund in accordance with the Redevelopment Agency authorization and with state and local laws. Disbursement of monies shall be made upon presentation of adequate supporting documentation in the reasonable opinion of the Trustee.

**Section 10.** The Redevelopment Agency shall provide for an independent financial audit of the Trust Fund each fiscal year and a report of such audit pursuant to Section 163.387, Florida Statutes (1999). Such report shall describe the amount and source of deposits into 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 is pledged increment revenues and remitting amount of such indebtedness. The Redevelopment Agency shall provide a copy of the audit report to each taxing authority.

**Section 11.** The City Council may, in its discretion, deposit such other legally available funds into the Trust Fund as may be described by resolution adopted on or after the effective date of this agreement.

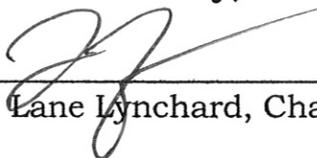
**Section 12. Severability.**

If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions shall remain in full force and effect.

**Section 13.** This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Santa Rosa County, Florida. Santa Rosa County shall be responsible for filing this Agreement upon receipt of the executed Agreement from Milton.

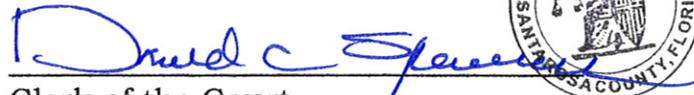
**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the respective dates under each signature: Santa Rosa County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Milton, Florida, signed by and through its Mayor.

**Board of County Commissioners  
Santa Rosa County, Florida**

By:   
Lane Lynchard, Chairman

**ATTEST:**

DONALD C. SPENCER

  
Clerk of the Court



**CITY OF MILTON, FLORIDA**

(SEAL)

By:   
Wesley Meiss, Mayor

**ATTEST:**

By:   
Dewitt Nobles, City Clerk

## **CRA II NORTH LEGAL DESCRIPTION**

Commence at the intersection of the western boundary of the Blackwater River, and the southerly right-of-way line of Madison Street; thence move westerly along said southern right-of-way line of Madison Street to its intersection with the centerline of Broad Street; thence northerly along said centerline of Broad Street to its intersection with the southerly right-of-way line of Munson Highway; thence easterly along said Munson Highway right-of-way line to the eastern property line of Carpenter's Park; thence southerly along the eastern property line of Carpenter's Park to the western shoreline of the Blackwater River; thence continue westerly, southeasterly, then southerly along said western boundary of the Blackwater River to the point of beginning.

## CRA III SOUTH LEGAL DESCRIPTION

Commence at the intersection of the western shoreline of the Blackwater River, at its intersection with the centerline of the CSX railroad tracks, otherwise known as the point of beginning; thence southeasterly, then southwesterly along western shoreline of Blackwater River; to the centerline of the mouth of Till Bayou, otherwise known as the City of Milton boundary line; thence northwesterly along the centerline of Till Bayou and City of Milton Boundary Line to the western right-of-way line of the CSX Railroad (formerly known as L & N Railroad); thence continue northwesterly approximately 50 feet to the centerline of the CSX Railroad; thence northeasterly along said centerline of the CSX Railroad to the point of beginning.