

RESOLUTION NO. 2007-78

**RESOLUTION REGARDING THE OFFICIAL ACTION OF NASSAU COUNTY, FLORIDA, RELATIVE TO THE ISSUANCE OF NOT TO EXCEED \$12,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF THE COUNTY'S ICF/DD REVENUE BONDS, SERIES 2007, (NASSAU CARE CENTERS PROJECT) FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS OF THE COUNTY, ACQUIRING, CONSTRUCTING AND EQUIPPING NEW FACILITIES FOR INTERMEDIATE CARE FOR THE DEVELOPMENTALLY DISABLED; AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BY AND BETWEEN THE COUNTY AND AICC, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, AICC, Inc. ("AICC") has applied to Nassau County, Florida (the "County") to (i) issue its ICF/DD revenue bonds in a principal amount not to exceed \$12,000,000 (the "Bonds") for the purpose of refinancing the County's ICF/MR Revenue Bonds, Series 1993A and its ICF/MR Subordinate Revenue Bonds, Series 1993C (the "Existing Bonds"), and financing the acquisition, construction, equipping and development of new facilities for intermediate care for the developmentally disabled to be located in Nassau County (the "Project"), and (ii) to loan the proceeds of the Bonds to AICC or an affiliate (the "Company") pursuant to Chapter 159, Part II, Florida Statutes, or such other provision or provisions of Florida law as the County may determine advisable (the "Act"); and

**WHEREAS**, a determination by the County to issue the Bonds under the Act, if so requested by the Company, in one or more issues or series not exceeding an aggregate principal amount of \$12,000,000 and to loan the proceeds thereof available to refinance the Existing Bonds and to finance the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the County, will assist the Company and promote the purposes provided in the Act; and

**WHEREAS**, the Company has submitted the Preliminary Agreement relating to the issuance of the Bonds, attached hereto; and

**WHEREAS**, it is intended that this Resolution shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations.

**IT IS, THEREFORE, DETERMINED AND RESOLVED BY NASSAU COUNTY, FLORIDA, THAT:**

- 1. APPROVAL OF THE PROJECT AND REFUNDING OF EXISTING BONDS.**  
The refunding of the Existing Bonds and the acquisition, construction, equipping and development of the Project and the financing thereof by the County through the issuance of the Bonds, pursuant to

the Act, will promote the health and welfare of the citizens of Nassau County and will thereby serve the public purposes of the Act.

**2. EXECUTION AND DELIVERY OF THE PRELIMINARY AGREEMENT.**

The Chairman or Vice Chairman of the Board of County Commissioners of the County hereby are authorized and directed to execute, for and on behalf of the County, the Preliminary Agreement attached hereto as Exhibit A between the County and the Company providing understandings relative to the proposed issuance of the Bonds by the County to finance the Project in an aggregate principal amount not to exceed the lesser of (a) \$12,000,000, or (b) the cost of the Project, as determined by the County.

**3. AUTHORIZATION OF THE BONDS.** There is hereby authorized to be issued and the County hereby determines to issue the Bonds, if so requested by the Company and subject to the conditions set forth in the Preliminary Agreement attached hereto, in one or more issues or series in an aggregate principal amount not to exceed \$12,000,000 for the purpose of financing the Project described in such Preliminary Agreement. The Bonds shall be designated "Nassau County, Florida ICF/DD Revenue Bonds (Nassau Care Centers Project)." The rate of interest payable on the Bonds shall not exceed the rate permitted by law.

**4. GENERAL AUTHORIZATION.** The Chairman, the Vice Chairman, counsel for the County and the Clerk of the Circuit Court, ex-officio Clerk of the Board of County Commissioners of the County are hereby further authorized to proceed, upon execution of the Preliminary Agreement, with the undertakings provided for therein on the part of the County and are further authorized to take such steps and actions as may be required and necessary in order to cause the County to issue the Bonds subject to the terms and conditions set forth in the Preliminary Agreement authorized hereby.

**5. AFFIRMATIVE ACTION.** This resolution is an affirmative action of the County toward the issuance of the Bonds, as contemplated in said Preliminary Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

**6. APPROVAL OF NOTICE OF PUBLIC HEARING.** The form of notice of public hearing attached hereto as Exhibit B is hereby approved and the publishing thereof ratified by the County.

**7. APPOINTMENT OF COUNSEL.** The firm of Nabors, Giblin & Nickerson, P.A. is duly appointed Bond Counsel in connection with the issuance of the Bonds.


**8. LIMITED OBLIGATIONS.** The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Nassau County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the County and the Company prior to or contemporaneously with the issuance of the Bonds.

**9. LIMITED APPROVAL.** The approval given herein shall not be construed as an approval of any necessary zoning applications nor for any other regulatory permits relating to the Project and the County shall not be construed by reason of its adoption of this resolution to have waived any right of the County or estopping the County from asserting any rights or responsibilities it may have in that regard.

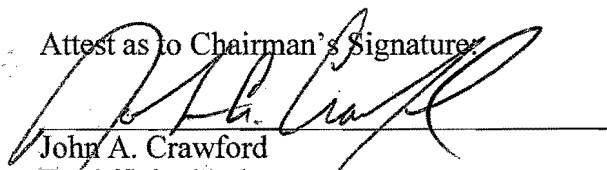
This Resolution shall take effect immediately.

**ADOPTED** this 12<sup>th</sup> day of March, 2007.


**NASSAU COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By:   
Jim B. Higginbotham  
Chairman

Attest as to Chairman's Signature:

  
John A. Crawford  
Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney:

  
David A. Hallman

## EXHIBIT A

### PRELIMINARY AGREEMENT FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS

This Agreement between Nassau County, Florida (the "County"), a political subdivision of the State of Florida and AICC, Inc. (or its affiliate, as described below, the "Company"), a corporation organized and validly existing under the laws of the State of Georgia or an affiliate, as described below, and authorized to do business in the State of Florida.

#### WITNESSETH:

**1. PRELIMINARY STATEMENT.** Among the matters of mutual understanding which have resulted in the execution of this Preliminary Agreement are the following:

(a) The Florida Industrial Development Financing Act (Chapter 159, Part II, Florida Statutes), as amended (the "Act") provides that the County may issue its revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations, or use such proceeds to defray the cost of acquiring, by purchase or construction, certain qualifying facilities.

(b) AICC, Inc. is considering, through itself or an affiliated company, constructing and equipping new intermediate care facilities for the developmentally disabled (the "Project") to be located within the boundaries of Nassau County and refunding certain prior indebtedness previously issued by the County for another facility (the "Existing Bonds"). It is estimated that the cost of the acquisition, construction, installation and development of the Project and the refunding of the Existing Bonds will be approximately \$12,000,000.

(c) The County intends this Preliminary Agreement to constitute its official binding commitment, subject to the terms hereof, to issue its bonds (the "Bonds") in one or more series or issues pursuant to the Act in an amount to be agreed upon by the County and the Company and to loan the proceeds thereof to the Company, or to use such proceeds, to finance the cost of acquiring and constructing the Project, including all costs incurred in connection with the issuance of the Bonds by the County, up to an amount not to exceed \$12,000,000.

(d) The County considers the issuance and sale of the Bonds, for the purpose hereinabove set forth, consistent with the objectives of the Act. This commitment is an affirmative official action of the County toward the issuance of the Bonds as herein contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

**2. UNDERTAKINGS ON THE PART OF THE COUNTY.** Subject to the terms hereof, the County agrees as follows:

(a) The County will authorize the issuance of the Bonds in the aggregate principal amount necessary and sufficient to finance the cost of acquiring, constructing, installing and developing the Project as the County and the Company shall agree in writing, but in all events, the principal amount of such Bonds shall not exceed the lesser of (i) the cost of the Project, as determined by the County or (ii) \$12,000,000.

(b) The County will cooperate with the Company and with the underwriters or purchasers of the Bonds and the County's Counsel with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the County and the Company for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance the cost of constructing and acquiring the Project.

(c) Such actions and documents may permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether pari passu with other series of bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements and expansion of the Project, or any segment thereof, or refunding of the Bonds.

(d) The loan or financing agreement (the "Loan Agreement") between the County and the Company shall, under the terms agreed upon by the parties, provide for payments to be made by the Company in such sums as shall be necessary to pay the amounts required under the Act including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(e) In authorizing the issuance of the Bonds pursuant to the Loan Agreement, the County will make no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of acquiring, constructing, installing and developing the Project or that those facilities encompassed by the Project will be suitable for the Company's purposes or needs.

(f) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Loan Agreement between the County and the Company or other agreements approved by the County, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit of Nassau County or of the State of Florida, and such fact shall be plainly stated on the face of the Bonds.

**3. UNDERTAKINGS ON THE PART OF THE COMPANY.** Subject to the terms hereof, the Company agrees as follows:

(a) The Company will use reasonable efforts to insure that the Bonds in the aggregate principal amount as stated above are sold; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the County and the Company.

(b) Prior to the issuance of the Bonds, in one or more series or issues from time to time as the County and the Company shall agree in writing, the Company will enter into a Loan Agreement with the County, the terms of which shall be mutually agreeable to the County and Company, providing for the loan or use of the proceeds of the Bonds to finance the Project. Such agreement will provide that the Company will be obligated to pay the County (or to trustees for holders of the Bonds on behalf of the County, as the case may be) sums sufficient in the aggregate to enable the County to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds. The Company will agree in such documents that if the cost of acquisition and construction of the Project exceeds the amounts allocated therefor, it shall not be entitled to any reimbursement for any such excess either from the County, the bondholders or the trustee for the bondholders.

(c) The Company shall be responsible for the fees of Counsel to the Issuer and the fees of Bond Counsel and Financial Advisor to the Issuer.

(d) The Company shall, in addition to paying the amount set forth in the Loan Agreement, pay all costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Project.

(e) The Company will hold the County free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project.

(f) The Company will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

(g) All issuance and counsel fees shall be paid in full at the time of the sale and delivery of the Bonds.

**4. GENERAL PROVISIONS.** All commitments of the County under Section 2 hereof and of the Company under Section 3 hereof are subject to the conditions that the following events shall have occurred not later than October 1, 2007, or such other date as shall be mutually satisfactory to the County and Company:

(a) The County shall be lawfully entitled to issue the Bonds as herein contemplated.

(b) The County and Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument in respect thereto and Loan Agreement or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Such other rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Company and to the County as to such matters with respect to the Bonds, the Project, the Loan Agreement and any trust instrument, as shall be specified by the Company or the County, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(d) The Company and the County each reserve the absolute right to unilaterally cancel this Preliminary Agreement at any time prior to the time the Bonds are issued by the County upon written notice of cancellation.

(e) If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, or if the Company or the County exercises its rights of cancellation as set forth in this Section 4, the Company agrees that it will reimburse the County for all the reasonable and necessary direct or indirect expenses which the County may incur at the Company's request arising from the execution of this Preliminary Agreement, and the performance by the County of its obligations hereunder, including legal fees for counsel to the County and Bond Counsel.

(f) The Company acknowledges that the County may, during the time this Preliminary Agreement is in effect, issue similar "inducement" agreements to other companies for other projects, and/or may issue bonds or participate jointly with other authorities to issue bonds for qualified projects. This Preliminary Agreement will create no priority or rights vis a vis subsequent agreements for the issuance of industrial development revenue bonds.


**5. BINDING EFFECT.** All covenants and agreements herein contained by or on behalf of the County and the Company shall bind and inure to the benefit of the respective successors and assigns of the County and the Company whether so expressed or not.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 12<sup>th</sup> day of March, 2007.


**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

By:   
Jim B. Higginbotham  
Chairman, Board of County Commissioners

Attest as to Chairman's signature:

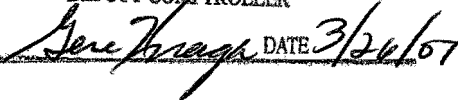
  
John A. Crawford  
Ex-Officio Clerk

Approved as to form and legality by  
Nassau County Attorney:

  
David A. Hallman

**AICC, INC.**

By:   
President 4/2/2007

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER  
 DATE 3/26/07

**EXHIBIT B**

**FORM OF NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING  
NASSAU COUNTY, FLORIDA**

A TEFRA Hearing will be held by Nassau County, Florida, through its designated representative at \_\_\_ o'clock \_\_.m., or as soon thereafter as the matter may be heard, on \_\_\_\_\_, 2007, in the Nassau County Commission Chambers, Nassau County Courthouse, Yulee, Florida, at which time and place public comments will be received concerning the County's approval of an issue of revenue bonds of the County to be designated ICF/DD Revenue Bonds (Nassau Care Centers Project) in the aggregate principal amount of not to exceed \$12,000,000.

The proceeds of such bond issue will be used to finance the acquisition and construction of an intermediate care facility or facilities for the developmentally disabled. The project is to be located on a \_\_\_ acre parcel on \_\_\_\_\_. The project will be owned by AICC, Inc. or its successor, subsidiary or affiliate.

All persons are advised that if they decide to appeal any decision made at this public hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Nassau County Clerk=s Office at \_\_\_\_\_.

All interested persons are invited to attend and be heard and present their comments.

**NASSAU COUNTY, FLORIDA**

\_\_\_\_\_  
Chairman





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
Michael H. Boyle  
Tom Branan  
Barry Holloway  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOHN A. CRAWFORD  
Ex-Officio Clerk

DAVID A. HALLMAN  
County Attorney

March 21, 2007

Mr. Gregory K. Grove, President  
AICC, Inc.  
Fifteen Piedmont Center  
Suite 930  
Atlanta, GA 30305

RE: Resolution 2007-78

Dear Mr. Grove:

During a regular session of the Nassau County Board of County Commissioners held March 12, 2007, the Board approved and authorized the Chairman to sign the referenced Resolution signaling the Board's interest in moving forward to relocate the Amelia Island Care Facility off of Amelia Island, as well as refunding the existing debt. A TEFRA hearing is scheduled for April 9, 2007 at 7:00 p.m. in the Commission Chambers to receive public input concerning the County's approval of an issue of revenue bonds of the County to designate ICF/DD Revenue Bonds for the project in the aggregate principal amount not to exceed \$12 million.

I have enclosed an original document for your signature. Once executed, please return the original document to me in the enclosed self-addressed envelope. I will return a certified copy to you for your records.

In the interim, if I can be of any service to you, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Crawford".

John A. Crawford  
Ex-Officio Clerk

Enclosures  
/ca

(904) 548- 4660, 879-1029, (800) 958- 3496

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