

Meeting Date
09/16/2014



Revision	
AGENDA	
Section	CONSENT
Item No.	II D 1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	RESOLUTION APPROVING THE ISSUANCE BY BREVARD COUNTY EDUCATIONAL FACILITIES AUTHORITY OF ITS TAX EXEMPT FINANCING FOR THE SIEMENS PROJECT (FLORIDA INSTITUTE OF TECHNOLOGY) IN A PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000 ON BEHALF OF FLORIDA INSTITUTE OF TECHNOLOGY.
DEPT/OFFICE:	MANAGEMENT SERVICES GROUP

Requested Action:

The Brevard County Educational Facilities Authority ("BCEFA") is requesting that the Board approve a Resolution allowing BCEFA the authority to finance \$14,000,000 with Siemens Public, Inc. on behalf of Florida Institute of Technology, Inc. to finance and refinance capital projects located in Brevard County for purposes of Section 147(f) of the Internal Revenue Code.

Summary Explanation & Background:

The Brevard County Educational Facilities Authority issues bonds to assist educational entities in making needed improvements in their facilities.

On September 12, BCEFA held a public hearing, following proper publication of notice, for the purpose of receiving public input on the proposed issuance of the Bonds. No public comments or objections were received.

In order for BCEFA to assist with this financing on a tax-exempt basis, the Board, having considered any input received at the public hearing, must approve the financing agreement. The funds will be issued through a financing agreement with Siemens Public, Inc. Neither the credit nor the taxing power of Brevard County will be pledged to the repayment of the agreement, nor will there be any cost to the County for the issuance of the agreement. No County revenues will be pledged to the repayment of the financing.

CONTINUED ON THE NEXT PAGE

Clerk to the Board instruction:

Exhibits Attached: Exhibits Attached: Resolution of BCEFA, Report on Public Hearing, and Proposed Resolution

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
County Manager's Office		Department		PR	<input type="checkbox"/>
Stockton Whitten, County Manager					



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

September 17, 2014

M E M O R A N D U M

TO: Stockton Whitten, County Manager

RE: Item II.D.1., Resolution Approving the Issuance by Brevard County Educational Facilities Authority (BCEFA) of its Tax Exempt Financing for the Siemens Project, Florida Institute of Technology (FIT), in a Principal Amount not to Exceed \$14,000,000 on Behalf of FIT

The Board of County Commissioners, in regular session on September 16, 2014, adopted a Resolution No. 14-157, allowing Brevard County Educational Facilities Authority the authority to Finance \$14,000,000 with Siemens Public, Inc. on behalf of Florida Institute of Technology, Inc. to finance and refinance capital projects located in Brevard County for purposes of Section 147(f) of the Internal Revenue Code. Enclosed are two certified copies of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: Angela Abbott, Esquire
Finance
Budget

RESOLUTION NO. 14-157

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA APPROVING THE LEASE FINANCING OF HIGHER EDUCATIONAL FACILITIES, IN A PRINCIPAL AMOUNT OF \$14,000,000 ON BEHALF OF FLORIDA INSTITUTE OF TECHNOLOGY, INC. TO FINANCE AND REFINANCE CAPITAL PROJECTS LOCATED IN BREVARD COUNTY FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED

WHEREAS, at the request of Florida Institute of Technology, Inc., a Florida not-for-profit corporation (the "Borrower"), the Brevard County Educational Facilities Authority (the "Authority") has agreed, subject to certain terms and conditions, including the adoption of this Resolution, to approve the lease financing, in a principal amount of \$14,000,000, such lease financing to be evidenced by schedules to the Master Lease and Sublease Agreement (the "Schedules" and, together with the Master Lease and Sublease Agreement, the "Lease"), on behalf of the Borrower to carry out a plan of finance (the "Plan of Finance") with respect to certain of its facilities located in Brevard County, Florida (the "County"), as more particularly described in Exhibit "A" attached to this resolution (collectively the "Project"); and

WHEREAS, the Borrower has requested that the Board of County Commissioners of the County (the "Board") approve the Project and the Lease after a public hearing following reasonable public notice pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), which requires such approval as a condition of exclusion from gross income for federal income tax purposes of the interest on the Schedules; and

WHEREAS, a notice of public hearing was published in *Florida Today*, a newspaper of general circulation in Brevard County, Florida, more than fourteen days in advance of a public hearing of the Authority to consider the Project and the Lease, which was held at 2:00 p.m. on September 12, 2014, at the Keuper Administration Building, Florida Tech Drive, Melbourne, Florida 32901; and

WHEREAS, the Board has been provided with a summary of the testimony offered at such hearing; and

WHEREAS, the Board desires to approve the Plan of Finance, the Project and the Lease for the purpose of complying with Section 147(f) of the Code,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

Section 1. The Project and the Lease by the Authority on behalf of the Borrower in a principal amount of \$14,000,000 to finance the Project in accordance with the Plan of Finance are approved for purposes of Section 147(f) of the Code.

Section 2. The Lease, the related interest or any other obligations incurred in connection with the issuance of the Lease shall not constitute a general obligation, debt or indebtedness of the State of Florida (the "State"), the County, the Authority or any political subdivision of the State within the meaning of any provision of the Constitution and laws of the State and shall not constitute nor give rise to a pecuniary liability or charge against the general credit or taxing powers of the State or the County, but shall be payable solely from the revenues and other moneys specifically provided by the Borrower for the payment of the Lease. The Authority has no taxing power.

Section 3. All other terms used herein in capitalized form, unless otherwise defined herein, shall have the same meanings as ascribed to them in Resolution No. 2014-1 of the Authority, adopted by the Authority on this date, and in the Master Lease and Sublease Agreement referred to herein and therein.

Section 4. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED AND ADOPTED in Regular Session this 16th day of September, 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

BY:



Mary Bolin Lewis, Chairman

As adopted by the Board of County
Commissioners on September 16, 2014

(SEAL)

EXHIBIT "A"

Project

Proceeds of the Loans will be applied to enable the Borrower to pay costs of issuance in connection therewith, pay capitalized interest, if any, and to finance and refinance energy savings improvement projects that include, but are not limited to, the following elements:

- (a) Refinancing of the approximately \$8,000,000 current balance of the 2009 Phase I Siemens Project which provided a new underground chilled water loop in the central section of the campus of the Borrower and also included lighting, boiler, and control upgrades, fire sprinkler installation, and individual building metering.
- (b) Financing of approximately \$6,000,000 (the "Phase II Project") in new money to cover the costs related to the construction, installation and equipping of improvements including, but not limited to, the following:
 - A Phase II chilled water system for the central campus of the Borrower, including increasing the capacity of the Olin Life Sciences Building chiller by 50%.
 - A connection from both the main campus and the Nathan M. Bisk College of Business (located at 2202 S. Babcock Street, Melbourne, Florida) to the state of Florida's LambdaRail's research and education fiber network.

The Project will be owned, operated and utilized by the Borrower on the campus of the Borrower located at and in the approximately 130 acre area surrounding 150 West University Boulevard, Melbourne, Florida 32901.

The proceeds of the financing will be used as follows:

- Refinancing of up to \$8,000,000 from Phase I Siemens Project (Florida Institute of Technology, 2009).
- Financing of new construction not to exceed \$6,000,000:
 - Expansion of campus chilled water system
 - Increase chiller capacity at Olin Physical Sciences Building by 50%
 - Installation of a direct connection of Florida's LambdaRail fiber network to the main campus and to the Nathan M. Bisk College of Business.

Economic Impact:

A recent study indicated that the presence of Florida Tech in the area provides an economic impact of \$300-400 million dollars annually on the county. In the past seven years, the university has put into service over \$100 million in new facilities. The university is recognized internationally for its scientific research and its academic instruction of students. In the last two years, the university has experienced record enrollments and was recently acknowledged as the third fastest growing private university in the country over the past 10 years. Keeping pace with new and improved facilities is a major factor in the university's progress.

Fiscal Impact:

There will be no impact to the County's General Fund. The issue will not pledge the County's credit, tax revenues, or other revenues.

Contact: Angela Abbott, 321-264-0334

RESOLUTION NO. 2014- /

A RESOLUTION EXPRESSING THE INTENT OF THE BREVARD COUNTY EDUCATIONAL FACILITIES AUTHORITY (THE "AUTHORITY") TO LOAN FUNDS ON THE CONDITIONS SET FORTH HEREIN TO (I) FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, INSTALLATION AND EQUIPPING OF HIGHER EDUCATIONAL FACILITIES OWNED AND OPERATED AND TO BE OWNED AND OPERATED BY FLORIDA INSTITUTE OF TECHNOLOGY, INC. (THE "BORROWER"), (II) FUND RESERVE ACCOUNTS, IF ANY, AND (III) TO PAY COSTS OF ISSUANCE ASSOCIATED WITH THE LOANS (HEREINAFTER DEFINED), INCLUDING AMOUNTS, IF ANY, PAYABLE BY THE BORROWER WITH RESPECT TO INTEREST RATE HEDGING TRANSACTIONS, IF ANY, AND CAPITALIZED INTEREST, IF ANY; PROVIDING FOR THE LENDING OF THE PROCEEDS OF THE LOANS FOR SUCH PURPOSES TO THE BORROWER ON THE CONDITIONS DESCRIBED HEREIN; RATIFYING, CONFIRMING AND APPROVING A PUBLIC HEARING AND RECOMMENDING TO THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA APPROVAL OF THE LOANS IN ACCORDANCE WITH SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"); EXPRESSING THE INTENT OF THE AUTHORITY TO LOAN THE PROCEEDS OF THE LOANS TO THE BORROWER IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000 FOR THE PURPOSES MENTIONED ABOVE; AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT PERTAINING TO THE ISSUANCE OF SUCH LOANS; AND PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO.

BE IT RESOLVED by the Brevard County Educational Facilities Authority that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of the Act, as hereinafter defined.

SECTION 2. DEFINITIONS.

A. "Act" means Part I of Chapter 243, Florida Statutes, as amended, and other applicable provisions of law.

B. "Authority" means the Brevard County Educational Facilities Authority, a public body corporate and politic of the State of Florida duly created pursuant to the Act.

C. "Borrower" means Florida Institute of Technology, Inc., and its successors or assigns.

D. "Chairman" means the Chairman or Vice Chairman of the Authority.

E. "Lender" means Siemens Public, Inc., and its successors or assigns.

F. "Loans" means one or more proposed loans to the Borrower pursuant to the Master Lease and Sublease Agreement under which the Lender will loan to the Authority, who will, in turn, loan to the Borrower the aggregate principal amount not exceeding \$14,000,000 in one or more series or installments to be authorized by subsequent resolution of the Authority pursuant to the Act and in accordance with the terms, conditions and limitations contained in such resolution, to fund the Project and for other purposes as provided herein.

G. "Master Lease and Sublease Agreement" means the Master Lease and Sublease Agreement dated as of September 1, 2009 and Schedules thereto (as defined in such agreement) by and among the Authority, the University and the Lender.

H. "Phase II Project" means the portion of the Project identified as Phase II in Exhibit "A" hereto.

I. "Project" means the acquisition, construction, installation and equipping of higher educational facilities of the Borrower, as more particularly described in Exhibit "A" hereto, including in the case of the Phase II Project but not limited to, the funding of a debt service reserve fund with respect to the Loans, paying interest during the term of the Project and for a reasonable period thereafter, and paying the costs of issuance associated with the Loans.

J. "Project Site" means, collectively, the site on which the Project is or will, be located in Brevard County, Florida.

K. "Secretary" means the Secretary or any Assistant Secretary of the Authority.

SECTION 3. PROPOSAL. The Borrower has requested that the Authority loan the proceeds of the Loans under the Act in an aggregate principal amount not exceeding \$14,000,000 for the purpose of paying for the Project, including in the case of the Phase II Project the funding of any necessary reserves, capitalized interest and issuance costs, which amount the Borrower has represented will, together with other available funds of the Borrower, be sufficient to pay all of the cost of the Project. The proceeds of the Loans shall be lent and secured under the terms of the Master Lease and Sublease Agreement. The obligations of the Borrower pursuant to the Master Lease and Sublease Agreement will be evidenced and secured by a Schedule or Schedules entered into by the Authority, the Borrower and the Lender. The Borrower's obligations to pay the Loans will be payable solely from the payments to be made under the Master Lease and Sublease Agreement and other security pledged therefor.

SECTION 4. FINDINGS. The Authority hereby finds, determines and declares as follows:

A. The Project to be financed and refinanced with the proceeds of the Loans is appropriate to the needs and circumstances of, and will make a significant contribution to, the purposes of the Authority and will serve a public purpose by advancing the prosperity and general welfare of the State of Florida and the public.

B. The Borrower has requested that the Authority lend the proceeds of the Loans in one or more installments in an aggregate principal amount not exceeding \$14,000,000 with such interest rate or rates thereon as shall be determined by subsequent resolution or resolutions of the Authority, but in no event to exceed the maximum lawful rate of interest.

C. The availability of financing and refinancing by means of conduit revenue obligations is an important inducement to the Borrower to proceed with the acquisition, construction, installation and equipping of the Project.

D. The Authority shall not be obligated to pay the Loans except from the proceeds derived from the repayment of the Loans by the Borrower and neither the faith and credit nor the taxing power of the Authority or of the State of Florida or any political subdivision thereof shall be pledged to the payment of the principal of and interest, or premium, if any, on the Loans.

SECTION 5. DETERMINATION. If, upon further investigation of the Borrower and its proposal, the Authority finds:

A. that the Authority, the Borrower and Lender have executed or will concurrently with the lending of the proceeds of the Loans execute the documentation required for the financing of the Project as contemplated thereby;

B. that adequate provision has been made in the documents for the operation, repair and maintenance of the Project at the expense of the Borrower and for the repayment by the Borrower of the Loans in installments sufficient to pay the principal of and the interest on the Loans and all costs and expenses relating thereto in the amounts and at the times required;

C. that, based on the criteria established in the Act, the Borrower is financially responsible and fully capable of and willing to fulfill all of its obligations under the terms and provisions of the Master Lease and Sublease Agreement, under which the Borrower will be obligated, among other things, to pay amounts sufficient to timely discharge the debt service on the Loans, to operate, repair and maintain the Project at the Borrower's expense and to use proceeds of the Loans only to pay costs authorized by the Act;

D. that, following the public hearing held on September 12, 2014 at which comments and discussions concerning the plan of finance for the making of the Loans by the Authority to finance the Project were requested and heard, the Project and

the lending of the proceeds of the Loans to the Borrower to finance the Project, are approved by the Board of County Commissioners of Brevard County, Florida (the "Board") for purposes of Section 147(f) of the Code; and

E. that the proposal will otherwise comply with all of the provisions of the Act;

then the Authority shall, and by passage of this resolution hereby agrees, to use its reasonable efforts to, lend the proceeds of the Loans to finance and refinance the acquisition, construction, installation and equipping of the Project in accordance with the provisions and authority of the Act and this resolution. The principal amount, maturity, interest rate, security and other details of the Loans will be determined by the Authority, the Borrower and the Lender, and subsequently adopted by one or more resolutions of the Authority; provided, however, that the interest rate or rates on the Loans shall in no event exceed the maximum lawful rate wider applicable law.

SECTION 6. AUTHORIZATION TO EXECUTE. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary of the Authority are authorized in the name and on behalf of the Authority pursuant to this Resolution to execute and deliver a Memorandum of Agreement (the "Memorandum of Agreement") of even date herewith between the Borrower and the Authority in substantially the form attached to this Resolution as Exhibit "B", with such changes as the officers signing such Memorandum of Agreement may approve. Any action taken by the Borrower in furtherance of the acquisition, construction, installation and equipping of the Project is hereby ratified, confirmed and approved. The officers executing such Memorandum of Agreement are further authorized to do all acts which may be required or may be advisable with respect thereto.

The Chairman or Vice Chairman and the Secretary or any Assistant Secretary of the Authority are further authorized to take such further action and execute such further instruments as may be necessary to fully effectuate the purpose and intention of the Memorandum of Agreement and this Resolution.

SECTION 7. RATIFICATION, CONFIRMATION AND APPROVAL OF TEFRA HEARING; RECOMMENDATION TO BOARD. (a) The Authority hereby ratifies, confirms and approves (i) publication of the notice of public hearing held on the date hereof, inviting comments and discussion concerning the lending of the proceeds of the Loans by the Authority to finance the Project, which notice was published in Florida Today, a newspaper of general circulation in Brevard County, Florida, on August 29, 2014, which is at least 14 days prior to September 12, 2014, and on September 5, 2014, and (ii) the holding of a public hearing on September 12, 2014, which provided the affected public with an opportunity to comment on the use of tax-exempt financing for the Project, during which comments and discussions concerning the lending of the proceeds of the Loans to finance the Project were requested and heard.

(b) The Secretary of the Authority is hereby authorized and directed to forward a copy of this resolution to the Board, and the Chairman or Vice Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized to take any other

action, at the expense of the Borrower, as may appear proper in satisfying the requirements of Section 147(f) of the Code and any applicable regulations. The Authority hereby recommends that the Board approve the lending of the proceeds of the Loans for purposes of Section 147(f) of the Code, pursuant to the Act. Notwithstanding any provision herein to the contrary, the Loans shall not be made unless and until the Board shall approve the lending of the proceeds of the Loans for the purposes of Section 147(f) of the Code.

SECTION 8. PRIORITY. Nothing herein shall be deemed to restrict the Authority or the State of Florida or any agency or political subdivision thereof in determining the order or priority of the Loans or to require the Authority to give the Loans priority as to the time of issuance over any other Loans previously or subsequently approved by the Authority, and such prioritization could result in the inability of the Authority to make the Loans.

[The remainder of this page intentionally left blank]

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of September, 2014.

BREVARD COUNTY EDUCATIONAL
FACILITIES AUTHORITY

ATTEST:

By: Philip F. Holt
Chairman

Barbara C. Wall
Secretary

EXHIBIT "B"

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement dated as of September 12, 2014, between BREVARD COUNTY EDUCATIONAL FACILITIES AUTHORITY, a political subdivision of the State of Florida (the "Authority"), and FLORIDA INSTITUTE OF TECHNOLOGY, INC., a non-profit independent educational institution organized and existing under the laws of the State of Florida (the "Borrower").

WHEREAS, the Authority is authorized and empowered by the provisions of the Constitution and laws of the State of Florida (the "State") to loan the proceeds of the Loans (as defined herein) for the purposes of providing funds to pay all or any part of the cost of any "project" as defined in Part I of Chapter 243, Florida Statutes, as amended (the "Act"), and to finance and refinance the acquisition, construction, installation and equipping of such projects; and

WHEREAS, the Borrower desires to (i) finance and refinance the acquisition, construction, installation and equipping of educational facilities (as defined in the Act), as more particularly described in Exhibit "A" (the "Project"), (ii) fund reserve accounts, if any, and costs associated with the Loans including amounts, if any, payable by the Borrower with respect to interest rate hedging transactions related to the Loans, and (iii) pay costs of issuance associated with the Loans; and

WHEREAS, the Project is located in Brevard County, Florida (the "County"); and

WHEREAS, the Authority desires to encourage the Borrower to acquire, construct, equip, install and operate the Project in the County, to promote educational institutions in the County and the State, increase or preserve opportunities for gainful employment and purchasing power, and otherwise contribute to the prosperity and welfare of the County and the State; and

WHEREAS, the Authority has initially determined, subject to further review and findings and to the approval of the making by it of loans for such purpose by the Board of County Commissioners of Brevard County, Florida, that it has the authority to finance and refinance the acquisition, construction, installation and equipping of the Project within the geographic boundaries of the County, which Project shall constitute "educational facilities" and "projects" within the meaning of the Act, and to make one or more loans to the Borrower to enable the Borrower to finance and refinance the acquisition, construction, installation and equipping of the Project; and

WHEREAS, the Borrower wishes to obtain assurances from the Authority that it will finance and refinance the cost of the acquisition, construction, installation and equipping of the Project from the proceeds of the Loans; and

WHEREAS, the Authority, by its adoption on the date hereof of its resolution (the "Inducement Resolution"), has indicated its willingness to proceed with such financing and refinancing as an inducement to the Borrower for the acquisition, construction, installation and equipping of the Project, subject to further determinations as authorized in the Inducement Resolution of the Authority to which a form of this Memorandum of Agreement was attached; and

WHEREAS, subject to compliance with all requirements of law, including the requirements of the Act, and in accordance with the terms hereof, the Authority desires to make all reasonable efforts to obtain one or more loans from Siemens Public, Inc. (the "Lender") in an aggregate principal amount not exceeding \$14,000,000 under a Master Lease and Sublease Agreement (the "Master Lease and Sublease Agreement") by and among the Authority, the Lender and the Borrower, pursuant to which the Authority will make proceeds of one or more loans available to the University (the "Loans") to finance and refinance all or a portion of the cost of the Project, subject and pursuant to the Inducement Resolution; and

WHEREAS, the Authority wishes to enter into the Master Lease and Sublease Agreement with the Lender and the Borrower with respect to the Loans and financing and refinancing of the acquisition, construction, installation and equipping of the Project.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. The Authority agrees:

(a) That, if the Borrower meets all prerequisites established by the Authority for borrowing the proceeds of the Loans and if the Board of County Commissioners of Brevard County, Florida shall approve the plan of finance for the Loans, the Authority will make all reasonable efforts to lend the proceeds of the Loans pursuant to the terms of the Constitution of the State, the Act, the Inducement Resolution and this Memorandum of Agreement; and

(b) That it will (but only to the extent of the net proceeds received from the Loans) make one or more Loans to the Borrower to finance and refinance the acquisition, construction, installation and equipping of the Project, with installment payments due under the Master Lease and Sublease Agreement to be at least sufficient to pay the principal of, interest on and prepayment premiums, if any, with respect to the Loans as and when the same shall become due and payable, together with all other costs and expenses connected with such financing and the operation and maintenance of the Project; and

(c) That, in the event the Authority acquires an interest in or a mortgage on the Project, it will convey or release any such interest it retains in the Project to the Borrower upon payment by the Borrower of the amount required to prepay the outstanding Loans, and all other costs connected with such financing.

2. The Borrower agrees:

(a) That the Borrower will enter into one or more Schedules (as defined in the Master Lease and Sublease Agreement) to the Master Lease and Sublease Agreement with the Authority and the Lender, under the terms of which the Borrower will be obligated to pay to the Authority sums sufficient to pay the principal of, interest on and prepayment premiums, if any, with respect to the Loans when the same shall become due and payable, to operate, maintain and repair the Project at its own expense, to report annually to the Authority the annual loan indebtedness outstanding and any other information necessary for the Authority to comply with its obligations under Section 218.32, Florida Statutes, and to pay all other costs incurred by the

Authority in connection with the financing and refinancing of the Project, except as may be paid out of the proceeds of the Loans or otherwise; and

(b) That, so long as this Memorandum of Agreement is in effect all risk of loss to the Project will be borne by the Borrower.

3. All commitments of the Authority under Paragraph 1 hereof and of the Borrower under Paragraph 2 hereof are subject to the mutual agreement of the Lender, the Authority and the Borrower as to the terms and conditions of one or more Schedules to the Master Lease and Sublease Agreement and of the Loans and the other instruments and proceedings relating to the Loans. It is the intent of the parties hereto that the Loans shall be prepared in such form and the proceeds thereof used, all as may be mutually agreed upon by the Lender, the Authority and the Borrower in accordance with the requirements and provisions of the Constitution of the State and the Act.

4. The Borrower and the Authority further agree as follows:

(a) The Borrower is hereby authorized, subject to the conditions set forth herein, to finance and refinance the acquisition, construction, installation and equipping of the Project, and is further authorized, without intending to limit the foregoing, to prepare or cause the preparation of plans, specifications and other contract documents, to award construction and other contracts upon a competitive or negotiated basis, to inspect and supervise the construction of the Project, to employ engineers, architects, builders and other contractors, and to perform such other functions and services as may, in the opinion of such Borrower, be desirable in connection with the acquisition, construction, installation and equipping of the Project. The Borrower may advance such funds as may be necessary to accomplish such purposes and shall be entitled to reimbursement for such expenses from, and only to the extent of, the net proceeds derived from the Loans in accordance with subparagraph (b) below. In connection with the Project, the Borrower shall not be required to submit plans and specifications for the Project to the Authority for approval, but shall deliver copies of such plans to the Authority, and any changes and modifications therein, as the same become available. The Authority's approval shall not be required for any changes in plans and specifications if those changes do not change the essential character and function of the Project as a whole.

(b) To the extent of the net proceeds derived from the Loans (other than Loans made to refinance any portion of the Project), and only from such proceeds, and in accordance with the provisions of the Act and the Internal Revenue Code of 1986, as amended (the "Code"), the Borrower will be entitled to reimbursement for all costs and expenses, direct or indirect, incurred by the Borrower after July __, 2014 (or earlier if approved by Bond Counsel) in the acquisition, construction, installation and equipping of the Project. Costs and expenses for which the Borrower may claim reimbursement include, but are not limited to, costs and expenses related to the preparation of plans and specifications for the Project, the acquisition, construction, installation and equipping of the Project and all components thereof, architectural, engineering and supervisory services used with respect to the Project, acceptance fees of any trusts established in connection with lending the proceeds of the Loans, legal, accounting and financial advisory fees and expenses, underwriting fees, filing fees and printing and engraving costs incurred in connection with lending the proceeds of the Loans, and such other agreements as may

be required by the Lender, fees, costs and expenses disbursed or incurred in connection with or related to this Memorandum of Agreement and the Loans, the acquisition, construction, installation and equipping of the Project, labor, services and materials used or furnished in site improvement for the site of the Project, and the equipping of the Project, and all other fees and expenses disbursed or incurred by the Borrower in connection with the Project or the Loans and properly allowable under the Act and the Code. All such costs shall be reimbursed to the Borrower in accordance with the terms of the Act and the Code.

(c) If the net proceeds derived from the Loans shall be less than the cost of the Project, the Borrower agrees to complete the Project at the Borrower's expense. The Borrower shall be entitled to reimbursement from the Authority for such cost overruns only to the extent of the net proceeds received from the proceeds of additional Loans as the Authority, in its sole discretion, may authorize and deliver. The Authority does not make any warranty, either expressed or implied, that the net proceeds derived from the Loans will be sufficient to pay all of the costs incurred in connection with the acquisition, construction, installation and equipping of the Project or that any additional loans will be made. The Borrower recognizes that the Borrower shall not be entitled to reimbursement from the Authority for costs incurred by it in completing the Project, except to the extent of moneys otherwise available from the Loans and any additional loans, and agrees that the Borrower shall not be entitled to any abatement or diminution of the Loan installments payable under the Master Lease and Sublease Agreement because of such unreimbursed costs.

5. The Borrower agrees to indemnify, defend and hold harmless the Authority and its officials, employees and agents, against any and all liability, loss, costs, cost overruns, expenses, charges, claims, damages and attorneys' fees of whatever kind or nature, which the Authority, its agents, officials and employees, may incur or sustain by reason or in consequence of the relationship existing between the Authority and the Borrower with respect to the execution and delivery of this Memorandum of Agreement, the lending of the proceeds of the Loans or the acquisition, construction, installation and equipping of the Project; provided, however that nothing contained herein shall obligate the Borrower to indemnify any indemnified party against its or their own gross negligence or willful misconduct. The Borrower agrees to pay directly to the Authority's counsel and financial advisor, the reasonable fees and expenses of such counsel incurred in connection with the transactions contemplated by this Memorandum of Agreement or relating to the subject matter hereof including, without limitation, all services of such counsel rendered in connection with the review of financing documents, whether or not Loans are ultimately made. The Borrower hereby releases the Authority and the agents, attorneys and employees of the Authority from any liability, loss, cost, expenses, charges, claims, damages and reasonable attorneys' fees of whatever kind or nature which may result from the failure of the Authority to lend the proceeds of the Loans regardless of the reason therefor. The parties hereto hereby acknowledge and agree that the Authority's counsel and financial advisor are third-party beneficiaries of this Memorandum of Agreement and the undertakings of the Borrower hereunder.

6. If for any reason the Authority shall fail to lend the proceeds of the Loans and receive the proceeds thereof within one year after completion of the Project, if the Authority sooner abandons its efforts to Borrower in accordance with the Inducement Resolution and this Memorandum of Agreement, or if the Borrower shall terminate this Memorandum of Agreement

by written notice to the Authority, this Memorandum of Agreement shall terminate. Nothing contained herein, however, shall release the Borrower (subject to Paragraph 10 below) from its obligations to indemnify the Authority in accordance with the terms of this Memorandum of Agreement, which obligation shall survive the termination of this Memorandum of Agreement.

7. This Memorandum of Agreement may be supplemented and amended from time to time by written agreement signed by both parties. To the extent of any conflict between the terms of this Memorandum of Agreement and the Master Lease and Sublease Agreement, the terms of the Master Lease and Sublease Agreement shall prevail.

8. This Memorandum of Agreement, and the rights, duties and obligations of the Borrower hereunder, may be assigned by the Borrower subject to approval of the assignee by the Authority.

9. The Borrower recognizes and agrees to the terms of the Inducement Resolution adopted by the Authority of even date herewith. Nothing herein shall be deemed to restrict the Authority or the State or any agency or political subdivision thereof in determining the order or priority of the lending the proceeds of the Loans by the Authority or to require the Authority to give the Loans priority as to issuance or as to the time of issuance over any other Loans previously or subsequently approved by the Authority for issuance. Also, nothing herein shall be deemed to require that the Authority agree to submit itself to the jurisdiction of the courts of any state other than the State of Florida.

10. Notwithstanding any other provision hereof to the contrary, upon the execution of the financing documents related to the Loans, in form acceptable to the Authority, all duties, liabilities and responsibilities of the Borrower hereunder shall terminate, except for the obligations to (a) reimburse the Authority for its reasonable fees and expenses incurred prior to lending the proceeds of the Loans ("Closing") and (b) indemnify the Authority with respect to third party claims arising at or prior to Closing, asserted in writing against the Authority and made known to the Borrower. Nothing in this Memorandum of Agreement, including, in particular, the provisions of Section 5, shall be construed as a guaranty by the Borrower of the construction of the Project or the repayment of the principal of, prepayment premium or interest on any Loans by the Authority, nor shall anything herein be construed to create any rights in any third parties with respect to any liability of the Borrower hereunder.

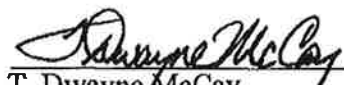
[The balance of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

BREVARD COUNTY EDUCATIONAL
FACILITIES AUTHORITY

By: 
Philip F. Nohr
Chairman

FLORIDA INSTITUTE OF TECHNOLOGY,
INC.

By: 
T. Dwayne McCay
Executive Vice President and Chief
Operating Officer

Mailed to:

VIVIANA IDUATE
OFFICE FOR FINANCIAL AFFAIRS
FIT
150 W UNIVERSITY BLVD, BLDG 411KUP
MELBOURNE FL 32901

A daily publication by:



STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared Kathy Cicala
who on oath says that she is LEGAL ADVERTISING SPECIALIST of the FLORIDA TODAY, a
newspaper published in Brevard County, Florida; that the attached copy of advertising being a

LEGAL NOTICE

Ad # (337514	\$	905.17	the matter of:
Acct. # (6RN114)		F.I.T.
the	Court			NOTICE OF PUBLIC HEARING

as published in the FLORIDA TODAY in the issue(s) of:

August 29 & September 5, 2014

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida, and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Kathy Cicala
(Signature of Affiant)

Sworn to and subscribed before this:



RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

on the 5th day of September 2014
Ruby Royer
(Signature of Notary-Public)

Ruby Royer
(Name of Notary Typed, Printed or Stamped)

Personally Known X or Produced Identification _____
Type Identification Produced: _____

AD000140629/09/06/2014

**NOTICE OF PUBLIC HEARING
CONCERNING TAX-EXEMPT FINANCING BY THE
BREVARD COUNTY EDUCATIONAL FACILITIES AUTHORITY, FLORIDA**

NOTICE IS HEREBY GIVEN that the Governing Board (the Board) of the Brevard County Educational Facilities Authority (the Authority), a public body corporate and politic in Brevard County, Florida (the County), will conduct a public hearing (the hearing) concerning the Authority's function as a conduit for a tax-exempt lease/purchase financing arrangement with Siemens Public, Inc. in a principal amount not to exceed \$14,000,000. Proceeds of the financing arrangement will be advanced by the Authority to Florida Institute of Technology, Inc., a Florida not-for-profit corporation (the Borrower), to enable the Borrower to pay costs of issuance in connection therewith, pay capitalized interest, if any, and to finance and refinance energy systems improvement projects (the Project) that include, but are not limited to, the following elements:

(a) Refinancing of the approximately \$8,000,000 current balance of the 2009 Phase I Siemens Project which provides a new underground chilled water loop in the central section of the campus of the Borrower and also includes boilers, boiler and control upgrades, fire sprinkler installation, and individual building heating.

(b) Financing of approximately \$6,000,000 in new money to cover the costs related to the construction, installation and equipping of improvements includes, but not limited to, the following:

- A Phase II chilled water system for the central campus of the Borrower, including increasing the capacity of the Old Life Sciences Building chiller by 50%.
- A connection from both the main campus and the Nathan A. Black College of Business (located at 2201 S. Babcock Street, Melbourne, Florida) to the state of Florida's Lambda Rail's research and education fiber network.

The Project will be owned, created and utilized by the Borrower on the campus of the Borrower located at and in the approximately 130 acre area surrounding 150 West University Boulevard, Melbourne, Florida 32901.

The indebtedness, the related interest or any other obligations incurred in connection with the financing shall not constitute a general obligation, debt or indebtedness of the State of Florida (the State), the County, the Authority or any political subdivision of the State within the meaning of any provision of the Constitution and laws of the State and shall not constitute nor give rise to a pecuniary liability or charge against the general credit or taxing powers of the State or the County, but shall be payable solely from the revenues and other moneys specifically provided by the Borrower for the payment of the financing. The Authority has no taxing power.

This notice is intended to comply with the public notice requirements of Section 1(7)(f) of the Internal Revenue Code of 1984, as amended. All interested parties are invited to attend and present comments at the hearing regarding the plan of finance and the discussion of the Siemens Project. The hearing will be held on September 17, 2014, at 2:00 p.m. or as soon thereafter as may be heard, at the Keeper Administration Building, Florida Tech Drive, Melbourne, Florida 32901.

The hearing is being held for the purpose of affording residents of the County and other interested persons an opportunity to express their views, both orally and in writing, on the proposed financing and the nature and location of the Project to be financed with the proceeds thereof. On a date subsequent to the date of the hearing, the Board of County Commissioners of the County will consider whether to approve the financing arrangement.

If any person desires to appeal any decision made by the Board with respect to any matter considered at such meetings, such person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based. Please direct inquiries to Mr. Philip Houry at 321-277-8100.

Lewis, Sally A

From: Randy T Livingston <rlivingston@fit.edu>
Sent: Sunday, September 14, 2014 3:24 PM
To: Whitten, Stockton E; Infantini, Trudie; Robert Niebuhr; Mannier, Linda; Helton, Lori; Blach, Benjamin
Cc: Philip Nohrr; Lewis, Sally A; Barrett, Pamela A; Wilson, Shannon L
Subject: RE: FIT agenda item

I will include them.
 Randy

Sent via the Samsung Galaxy Note® II, an AT&T 4G LTE smartphone

----- Original message -----

From: "Whitten, Stockton E"
Date: 09/14/2014 3:00 PM (GMT-05:00)
To: Randy T Livingston , "Infantini, Trudie" , Robert Niebuhr , "Mannier, Linda" , "Helton, Lori" , "Blach, Benjamin"
Cc: Philip Nohrr , "Lewis, Sally A" , "Barrett, Pamela A" , "Wilson, Shannon L"
Subject: RE: FIT agenda item

Randy,

Thanks. I believe we also need the resolution and TEFRA hearing notice.

Stockton Whitten
 County Manager
 2725 Judge Fran Jamieson Way
 Viera, Florida 32940

-----Original Message-----

From: Randy T Livingston [mailto:rlivingston@fit.edu]
Sent: Sunday, September 14, 2014 12:55 PM
To: Whitten, Stockton E; Infantini, Trudie; Robert Niebuhr; Mannier, Linda; Helton, Lori; Blach, Benjamin
Cc: Philip Nohrr; Lewis, Sally A; Barrett, Pamela A
Subject: RE: FIT agenda item

I will send it first thing tomorrow morning.
 Randy

Sent via the Samsung Galaxy Note(r) II, an AT&T 4G LTE smartphone

----- Original message -----

From: "Whitten, Stockton E"
Date: 09/14/2014 12:43 PM (GMT-05:00)
To: "Infantini, Trudie" , Robert Niebuhr , "Mannier, Linda" , "Helton, Lori" , "Blach, Benjamin"

Cc: Philip Nohrr , Randy T Livingston , "Lewis, Sally A" , "Barrett, Pamela A"
Subject: RE: FIT agenda item

Robert,

Please send me a revised agenda report so that I can distribute the revision tomorrow morning.

Thanks.

Stockton Whitten
County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940

From: Infantini, Trudie
Sent: Friday, September 12, 2014 1:40 PM
To: Robert Niebuhr; Whitten, Stockton E; Mannier, Linda; Helton, Lori; Blach, Benjamin
Cc: Philip Nohrr; Randy T Livingston
Subject: RE: FIT agenda item

Stockton,
Will you be able to modify the Agenda item (II D 1) to reflect the increase in the loan amount from \$13,500,000 to \$14,000,000? I was just reviewing the item and my version still reflects the \$13.5.
Thanks in advance.
Trudie

Trudie Infantini, CPA
District 3 County Commissioner
1311 E. New Haven Avenue
Melbourne, FL 32901
321-952-6300

From: Infantini, Trudie
Sent: Tuesday, September 09, 2014 11:02 AM
To: 'Robert Niebuhr'; Whitten, Stockton E; Mannier, Linda; Helton, Lori; Blach, Benjamin
Cc: Philip Nohrr; Randy T Livingston
Subject: RE: FIT agenda item

Got it, Stockton, can you make the change please?

Trudie Infantini, CPA
District 3 County Commissioner
1311 E. New Haven Avenue
Melbourne, FL 32901
321-952-6300

From: Robert Niebuhr [mailto:rneibuhr@fit.edu]
Sent: Tuesday, September 09, 2014 9:23 AM
To: Infantini, Trudie; Whitten, Stockton E; Mannier, Linda; Helton, Lori; Blach, Benjamin
Cc: Philip Nohrr; Randy T Livingston
Subject: RE: FIT agenda item

Appreciate that we are on the agenda for the September 16 meeting.

We do have one change that needs to be made in the short description - we have increased the amount being financed from \$13.5M to \$14M as we have moved further along in receiving estimates for the work to be done. I have attached our most recent description that includes this change.

The TEFRA public hearing ads were run in Florida Today and that meeting will be this Friday. We will then revise the attached agenda item to reflect any public comments and also include (1) the signed Resolution from the BCEFA board authorizing the project and the financing agreement and (2) the Resolution that will need to be approved by the County Commissioners on September 16.

Thanks,

Bob

Robert E. Niebuhr
Senior Vice President for Financial Affairs Chief Financial Officer Florida Institute of Technology
150 West University Blvd.
Melbourne, FL 32901-6975
(321) 674-7297

From: Infantini, Trudie [mailto:trudie.infantini@brevardcounty.us]
Sent: Thursday, August 14, 2014 4:52 PM
To: Robert Niebuhr
Cc: Whitten, Stockton E; Mannier, Linda; Helton, Lori; Blach, Benjamin
Subject: RE: FIT agenda item

Bob,
I just confirmed with Stockton that the 16th is a go.
Have a wonderful weekend.
Trudie

Trudie Infantini, CPA
District 3 County Commissioner
1311 E. New Haven Avenue
Melbourne, FL 32901
321-952-6300

From: Robert Niebuhr [mailto:rneibuhr@fit.edu]
Sent: Thursday, August 14, 2014 2:36 PM
To: Infantini, Trudie
Cc: Whitten, Stockton E
Subject: RE: FIT agenda item

Thanks!

Robert E. Niebuhr
Senior Vice President for Financial Affairs Chief Financial Officer Florida Institute of Technology
150 West University Blvd.
Melbourne, FL 32901-6975

(321) 674-7297

From: Infantini, Trudie [mailto:trudie.infantini@brevardcounty.us]
Sent: Thursday, August 14, 2014 11:48 AM
To: Robert Niebuhr
Cc: Whitten, Stockton E
Subject: FIT agenda item

Dear Bob,

My apologies for not responding sooner. I copied Stockton on this email and he will oversee placement on the agenda.
Trudie

Stockton,

Will you assist Mr. Niebuhr, with his request from Monday, regarding the Florida Tech agenda item for the September 16th agenda, please?

Trudie

Trudie Infantini, CPA
District 3 County Commissioner
1311 E. New Haven Avenue
Melbourne, FL 32901
321-952-6300

Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

III.D.1

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Infantini Trudie		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Commission	
MAILING ADDRESS 1311 E New Haven Ave		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Melbourne	COUNTY Brevard	<input type="checkbox"/> CITY	<input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED September 16, 2014		NAME OF POLITICAL SUBDIVISION: Brevard County	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Trudie Infantini, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of FIT, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

IFI DI

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9-16-14
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.