



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

11/18/2025

Subject:

Approval Re: Disbursement of Educational Impact Fees (District 1-5)

Fiscal Impact:

Fiscal Year 2025-2026 Disbursement to Brevard County School Board are currently budgeted at \$23,060,743 .00, contingent on actual collection amounts. If approved, \$9,903,325.44 will be distributed to the Brevard County School Board.

Dept/Office:

Planning & Development/ Budget Office

Requested Action:

It is requested that the Board of County Commissioners authorize the disbursement of Educational Impact Fees in the amount of \$9,903,325.44 to the Brevard County School Board, in accordance with the interlocal agreement, and authorize the County Manager to execute all necessary budget amendments (BCRs) to implement this disbursement.

Summary Explanation and Background:

On July 14, 2025, and again on October 20, 2025, the Impact Fee Advisory Committee for North and South Educational Facilities Impact Fee Benefit Districts met and voted to adopt project funding recommendations. The Impact Fee Advisory Committee consists of one representative from each of the following: the Brevard County School Board, Brevard County Board of County Commissioners, and each municipality within the benefit district that participate and have enter interlocal agreement in the Educational Facilities Impact Fee Program.

The July 14, 2025, recommendations were approved by unanimous vote and the October 20, 2025, recommendations were approved by a majority vote. Dissenting votes at the October 20 meeting were from the City of Palm Bay and the City of West Melbourne representatives. Both voted against Recommendation 3, reallocating the use of South Benefit District funds for Separate Day School (which is located within the boundaries of the North Benefit District), which were previously allocated to South Area Capacity during the July 14, 2025, meeting. The City of Palm Bay representative also voted against Recommendation 1, for the use of newly accrued impact fees being utilized for Separate Day School for the South Benefit District.

It should be noted that under Section 62-931(b), Brevard County Code of Ordinances, Educational Facilities impact fee funds can be used across district boundaries for the “proportionate fair share of eligible educational facilities or capital improvements located in another district that will serve the district from which the funds were collected.” Here, the School Board has indicated that the functions of the Separate Day School will serve eligible students county-wide.

The Brevard County School Board unanimously approved the original funding recommendations made at the July 14, 2025, advisory board meeting on July 29, 2025. On October 28, 2025, the School Board unanimously approved the new and updated funding recommendations from the October 20, 2025, advisory board committee meetings (including reallocations), resulting in the following approved projects:

- South Benefit District - \$7,702,899.60 for Separate Day School
- North Benefit District - \$2,200,425.84 for Separate Day School

Please note that the documentation provided by the School Board includes internal reallocations of funds previously disbursed. Such reallocations are under the authority of the School Board, and do not require Board of County Commissioners approval (although such reallocations must be consistent with Brevard County Code of Ordinances and the Interlocal Agreement). For the purposes of this action, the requested action only entails requests for new disbursements to the Brevard County School Board.

Clerk to the Board Instructions:



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

November 19, 2025

M E M O R A N D U M

TO: Billy Prasad, Planning and Development Director

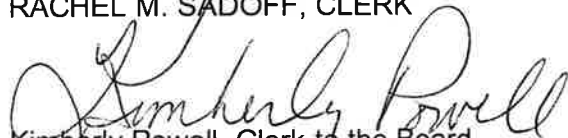
RE: Item J.1., Disbursement of Educational Impact Fees

The Board of County Commissioners, in regular session on November 18, 2025, authorized the disbursement of Educational Impact Fees in the amount of \$9,903,325.44 to the Brevard County School Board, in accordance with the Interlocal Agreement; and authorized the County Manager to execute all necessary budget amendments (BCRs) to implement disbursement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

/ds

cc: County Manager
Finance
Budget

School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699
Dr. Mark J. Rendell, Ed.D., Superintendent



October 29, 2025

Jim Liesenfelt, Brevard County Manager
Brevard County Government Offices
2725 Judge Fran Jamieson Way, Building C
Viera, FL 32940

RE: Request #37 and Request #38 for Transfer of Educational Facilities Impact Fees

Dear Mr. Liesenfelt,

Please process the transfer request #37 previously sent on 7/30/2025 in the amount of \$4,537,921.36 along with this request for transfer #38 of Educational Facilities Impact Fees collected through September 30, 2025, in the amount of \$5,365,404.08 to the School District. Both requests are as recommended by the Educational Facilities Impact Fee Benefit District Advisory Committees at its meetings on July 14, 2025 and on October 20, 2025 and approved by the School Board at its meetings on July 29, 2025 and on October 28, 2025. I have attached a copy of the previous Request #37 along with the current Request #38 outlined in Board Agenda Item #44 for your reference and records.

Thank you in advance for your timely processing of this request. Please contact me if you have any questions or require additional information regarding this matter.

Sincerely,

David Lindemann, AICP
Director of Planning & Project Management

Enclosure: Agenda Item #44 Educational Facilities Impact Fee Allocation - QE September 30, 2025;
October 28, 2025 School Board Meeting
Request #37 Letter and attachments

Copy w/ attachments (via e-mail):

Susan Hann, P.E., Assistant Superintendent, Facilities Services
Cynthia Lesinski, Chief Financial Officer
Richard Miller, Director, Accounting Services
Leslie Lawter, Manager, Accounting Services
Tad Caulkins, Assistant County Manager
Billy Prasad, Director Planning and Development Department, Brevard County
Keith Neterer, Budget & Financial Analysis Manager, Budget Office, Brevard County
Jeffery King, Support Services Manager, Planning & Development, Brevard County
~~Naomi Adkins-Hicks, Central Cashier Supervisor, Planning & Development, Brevard County~~

David Lindemann, AICP
Director of Planning & Project Management
Phone: (321) 633-1000 x11463 • FAX: (321) 633-4646



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Agenda Date: October 28, 2025

Agenda Item Summary

Category: Consent **Department:** Project Management

Title: Educational Facilities Impact Fee Allocation - Quarter Ending September 30, 2025

Discussion:

Brevard County collects educational facilities impact fees from residential development for construction of educational facilities or capital improvements that provide educational capacity in the Impact Fee Benefit District from which the funds were collected or for the construction of the proportionate share of eligible educational facilities or capital improvements located in another district that will serve the district from which the funds were collected. The funds may be used on capacity projects identified in the Five-Year District Facilities Work Program. The updated Five-Year District Facilities Work Program was approved at the February 11, 2025 School Board meeting and it included the projects referenced below.

The process by which funds are allocated to projects is outlined in the Interlocal Agreement between Brevard County and the School Board. Each Benefit District (North and South) has an Educational Facilities Impact Fee Benefit District Advisory Committee (IFBDAC) that includes the School Board, County and applicable municipal representatives. Approximately every quarter, the District Advisory Committees make a recommendation to the School Board. The School Board approves or modifies the recommendation and then submits the funding request to Brevard County for approval by the Board of County Commissioners. The process can take 2-4 months before the funds are received by the District.

The Board action requested allocates the impact fee revenue collected through the quarter ending September 30, 2025.

The Impact Fee Benefit District Advisory Committees met on October 20, 2025. The Committees will recommend allocation of new educational facilities impact fees through September 30, 2025 along with FY25 interest collected on school board accounts.

In addition, the South Area Impact Fee Benefit District Committee discussed the potential use of South Area impact fees as a proportional share of the Separate Day School project based on the geographic distribution of students. The Committee also took action on the staff recommendation to reallocate south area impact fees from this quarter and two prior quarters to the Separate Day School Project. This recommended reallocation will allow the construction of the Separate Day School to proceed without financing.

The staff recommended the following allocations and reallocations:

Summary of All Recommendations - IFB DAC Meeting #38 - 10/20/2025

Recommend use of new impact fees accrued from 7/1/2025 through 9/30/2025 (amounts provided by Brevard County):

Benefit District	Impact Fees Available	IFAC Meeting	Amount Recommended	Project Recommended
South	\$3,945,938.44	10/20/2025	\$3,945,938.44	Separate Day School
North	\$1,419,465.64	10/20/2025	\$1,419,465.64	Separate Day School
Total	\$5,365,404.08			

Recommend allocation of School Board interest on impact fee accounts for FY25:

Benefit District	Interest Available	IFAC Meeting	Amount Recommended	Project Recommended
South	\$870,227.20	10/20/2025	\$870,227.20	South Area Capacity
North	\$295,459.15	10/20/2025	\$295,459.15	Separate Day School
Total	\$1,165,686.35		\$1,165,686.35	

Recommend reallocation of funds previously allocated to South Area Capacity:

Benefit District	Previously Allocated	IFAC Meeting	Amount Recommended	Project Recommended
South	\$3,756,961.16	#37-7/14/2025	\$3,756,961.16	Separate Day School
South	\$3,952,566.63	#36-4/7/2025	\$3,952,566.63	Separate Day School
Total	\$7,709,527.79		\$7,709,527.79	

The Committees recommended approval of the staff recommendations. The vote tally is attached for reference.

Recommendation:

Approve the recommendations of the Educational Facilities Impact Fee Benefit District Advisory Committees.

Authority for Action: F.S. 1001.42 and Interlocal Agreement

Involves Expenditure in the Classroom: No

Source of Funds: Agenda Item will not Require the Expenditure of Funds

Financial Impact:

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program

Legal Review: Yes **Legal Review Date:** October 14, 2025

Contact:

Susan Hann, P.E., Assistant Superintendent Facilities Services 633-1000 ext.11446
 David Lindemann, AICP, Director Planning and Project Management 633-1000 ext.11463



Educational Facilities Impact Fee Benefit District Advisory Committees Meeting #38

Time: October 20, 2025, beginning at 2:30 P.M.
Location: Brevard Public Schools Educational Services Facility
2700 Judge Fran Jamieson Way, Viera, FL
Facilities Conference Room

Agenda

1. Call to Order / Roll Call
2. Pledge of Allegiance
3. Unofficial Summary of Reserved Impact Fees
4. Brevard County Collections Summary
5. Discussion about Separate Day School Benefit District
6. BPS Summary of All Recommendations
7. Action on Recommendations by Benefit District
8. Tentative 2026 IFBDAC Meeting Schedule
 - Monday, January 26, 2026; 2:30 pm (Facilities Conference Room)
 - Monday, April 6, 2026; 2:30 pm (Facilities Conference Room)
 - Monday, July 13, 2026; 2:30 pm (Facilities Conference Room)
 - Monday, October 19, 2026; 2:30 pm (Facilities Conference Room)
9. Additional Discussion
10. Adjournment

**With Recommendations at IFBDAC Meeting #38:
 Unofficial Summary of School Board Impact Fees Received and Reserved
 Advisory Committees Impact Fee Project Approvals**

Sum of PerAmount	Column Labels							Spend By Date
Row Labels	South Area Capacity	North Elementary Capacity	North Area Capacity	Separate Day School	Edgewood Robotics	Grand Total		
3/19/2021		\$364,262.36				\$364,262.36		3/19/2027
10/8/2021		\$449,019.28				\$449,019.28		10/8/2027
1/10/2022		\$732,578.80				\$732,578.80		1/10/2028
3/25/2022		\$1,128,459.37				\$1,128,459.37		3/25/2028
6/3/2022		\$1,095,047.31				\$1,095,047.31		6/3/2028
9/30/2022		\$286,243.00				\$286,243.00		9/30/2028
12/2/2022		\$1,091,508.75				\$1,091,508.75		12/2/2028
2/24/2023		\$628,010.50				\$628,010.50		2/24/2029
5/26/2023		\$1,251,668.01				\$1,251,668.01		5/26/2029
5/31/2024			\$1,247,395.27		\$700,000.00	\$1,947,395.27		5/31/2030
10/18/2024	\$5,429,420.33			\$1,418,129.12		\$6,847,549.45		10/18/2030
1/10/2025	\$5,786,417.09			\$1,893,861.48		\$7,680,278.57		1/10/2031
3/28/2025	\$4,084,098.47			\$576,541.00		\$4,660,639.47		3/28/2031
6/6/2025				\$4,778,940.95		\$4,778,940.95	IFBDAC #36	6/6/2031
TBD	\$870,227.20			\$10,198,784.59		\$11,069,011.79	IFBDAC #37 and #38	TBD
Grand Total	\$16,170,163.09	\$7,026,797.38	\$1,247,395.27	\$18,866,257.14	\$700,000.00	\$44,010,612.88		

IFBDAC #38 10/20/2025

Impact Fee North	
Cumulative Collections through 09/30/2025	
Brevard County	\$ 14,359,201.82
Cape Canaveral	\$ 68,342.80
Cocoa	\$ 7,284,148.20
Cocoa Beach	\$ 186,179.10
Rockledge	\$ 4,728,016.40
Satellite Beach	\$ -
Titusville	\$ 7,784,100.95
Interest Earned	\$ 327,919.29
Retained for Administration	\$ (133,613.19)
Total Revenues	\$ 34,602,295.37
Disbursements to School Board	\$ 32,401,869.53
Prior Year Refunds	\$ -
Total Expenditures	\$ 32,401,869.53
Available for Appropriation	\$ 2,200,425.84

Impact Fee South	
Cumulative Collections through 09/30/2025	
Brevard County	\$ 27,453,156.38
Indianlantic	\$ 89,028.50
Indian Harbour Beach	\$ 151,788.25
Malabar	\$ 737,782.70
Melbourne	\$ 8,826,537.38
Melbourne Beach	\$ 77,810.80
Melbourne Village	\$ 10,193.00
Palm Bay	\$ 72,608,835.50
Palm Shores	\$ 15,289.50
Satellite Beach	\$ 727,241.75
West Melbourne	\$ 12,657,447.30
Grant/Valkaria	\$ 4,282,564.10
Interest Earned	\$ 1,197,714.43
Retained for Administration	\$ (251,376.59)
Total Revenues	\$ 128,584,012.98
Disbursements to School Board	\$ 120,817,801.88
Prior Year Refunds	\$ 58,215.00
Total Expenditures	\$ 120,876,016.88
Available for Appropriation	\$ 7,707,996.10

Total - All Districts	
Cumulative Collections through 09/30/2025	
Brevard County	\$ 41,812,358.18
Cape Canaveral	\$ 68,342.80
Cocoa	\$ 7,284,148.20
Cocoa Beach	\$ 186,179.10
Indianlantic	\$ 89,028.50
Indian Harbour Beach	\$ 151,788.25
Malabar	\$ 737,782.70
Melbourne	\$ 8,826,537.38
Melbourne Beach	\$ 77,810.80
Melbourne Village	\$ 10,193.00
Palm Bay	\$ 72,608,835.50
Palm Shores	\$ 15,289.50
Rockledge	\$ 4,728,016.40
Satellite Beach	\$ 727,241.75
Titusville	\$ 7,784,100.95
West Melbourne	\$ 12,657,447.30
Grant/Valkaria	\$ 4,282,564.10
Interest Earned	\$ 1,525,633.72
Retained for Administration	\$ (384,989.78)
Total Revenues	\$ 163,186,308.35
Disbursements to School Board	\$ 153,219,671.41
Prior Year Refunds	\$ 58,215.00
Total Expenditures	\$ 153,277,886.41
Available for Appropriation	\$ 9,908,421.94

FISCAL YEAR 2025 SAP POSTINGS	
Cumulative Collections through 09/30/2025	
Brevard County	\$ 4,000,187.50
Cape Canaveral	\$ -
Cocoa	\$ 871,179.00
Cocoa Beach	\$ 7,762.00
Indianlantic	\$ 11,643.00
Indian Harbour Beach	\$ -
Malabar	\$ 588,739.50
Melbourne	\$ 2,709,929.00
Melbourne Beach	\$ -
Melbourne Village	\$ -
Palm Bay	\$ 10,840,079.50
Palm Shores	\$ -
Rockledge	\$ 81,778.50
Satellite Beach	\$ 56,296.00
Titusville	\$ 1,375,308.50
West Melbourne	\$ 560,806.50
Grant/Valkaria	\$ 439,555.50
Interest Earned	\$ 254,912.97
Total Revenues	\$ 21,798,177.47
Disbursements to School Board	\$ 14,858,147.77
Prior Year Refunds	\$ -
Other current charges	\$ 3,268.41
Total Expenditures	\$ 14,861,416.18

Available for Appropriation thru Sept 30, 2025	
North District	\$ 2,200,425.84
South District	\$ 7,707,996.10
	\$ 9,908,421.94
	Fund Balance
	\$ 10,105,792.87
	Investment \$ (197,370.93)
	NSF Check \$ (5,096.50)
Available for Appropriation thru Sept 30, 2025	9,903,325.44

Previously Allocated at IFBDAC #37	
North District	\$ 780,960.20
South District	\$ 3,756,961.16
	\$ 4,537,921.36

Available for Appropriation thru Sept 30, 2025 (minus NSF in South District)	
North District	\$ 1,419,465.64
South District	\$ 3,945,938.44
	\$ 5,365,404.08

AMENDED INTERLOCAL AGREEMENT

CFN 2019082593, OR BK 8418 PAGE 2350
Recorded 04/22/2019 at 09:51 AM. Scott Ellis, Clerk of
Courts, Brevard County
Pgs:8

BETWEEN

BREVARD COUNTY, FLORIDA

AND THE

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

PROVIDING FOR FUNDING OF NEW OR EXPANDED
PUBLIC EDUCATIONAL FACILITIES
WITH EDUCATIONAL FACILITIES IMPACT FEES

This is an Agreement between: BREVARD COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, through its Board of County Commissioners, hereinafter referred to as "County,"

and

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, the governing body of the School District of Brevard County, Florida pursuant to Article IX, Section 4(b); Constitution of the State of Florida, hereinafter referred to as "School Board".

WHEREAS, the School District of Brevard County is a county-wide system that serves all unincorporated Brevard County and all incorporated municipalities within Brevard County; and

WHEREAS, Brevard County has authorized and received an independently prepared study that analyzed the fiscal impacts of residential development activity on the public primary and secondary educational system and calculated the maximum impact fee that could be imposed on residential development for primary and secondary educational facilities based on currently available data and analysis; and

WHEREAS, the Board of County Commissioners has adopted Ordinance 16-19, the Brevard County Educational Facilities Impact Fee Ordinance which has been incorporated into the Code of Ordinances of Brevard County, Florida as Chapter 62, Article V, Division 7, Sections 62-921 through 62-935;

WHEREAS, the parties are generally authorized to enter into this Interlocal Agreement pursuant to Section 163.01, Florida Statutes, and specifically as it relates to mutual benefits and efficiencies between school boards and local governments pursuant to Section 163.31777(2)(g), Florida Statutes; and

WHEREAS, in order to administer the Ordinance it is necessary that the County and School Board establish and clarify the duties, responsibilities and obligations of the respective parties.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and School Board agree as follows:

Section 1: Incorporation of Recitals

The above recitals are true and correct and are incorporated herein by this reference.

Section 2: Obligations of the School Board

- 2.1 Establishment of Benefit District Accounts: The School Board shall establish an accounting procedure that allows the revenues, expenditures and interest earnings for each of the two Educational Facilities Impact Fee Benefit Districts created by the Educational Facilities Impact Fee Ordinance to be separately identified so as to ensure that funds collected in one benefit district are not expended in the other benefit district. Once the accounting procedure is in place, the School Board may deposit all educational facilities impact fee funds in an interest bearing, pooled account.
- 2.2 Expenditure of Educational Facilities Impact Fees: The School Board shall expend educational facilities impact fees received from the County and the interest accrued from those fees, exclusively for the purposes specified in Brevard County Ordinance No. 16-19, which purposes may include the construction of new or expanded public educational facilities and purchase of equipment that are included in the adopted Tentative District Educational Facilities Plan and that will be owned or leased and under the jurisdiction of the School Board. All facilities on which educational impact fees have been expended shall be used for such educational facilities that are reasonably available to and substantially benefit the residents of new residential development in the benefit district where the educational impact fees were collected. The School Board shall not expend educational facilities impact fees for the operation or maintenance of any public educational facility.
- 2.3 Expenditures Limited to Impact Fee Benefit District: The School Board shall expend educational facilities impact fees collected in a benefit district exclusively for new or expanded public educational facilities and equipment that will substantially benefit the residents of the benefit district from which the funds were collected
- 2.4 Funds Utilized For Debt Service: In the event that the School Board issues bonds or similar debt instruments payable from educational impact fees in order to provide advance funding for the construction of new or expanded public educational facilities and equipment that substantially benefit the residents of new residential development in a benefit district, the School Board may expend educational facilities impact fees from each of the substantially benefited Benefit District Accounts for the payment of debt service on such bonds or similar debt instruments provided that the impact fees withdrawn from a Benefit District Account are proportionate to the costs of providing the new educational facilities and equipment necessary to substantially benefit the residents of new development in the Benefit District from which the educational impact fee funds were collected, subject to applicable law.
- 2.5 Impact Fee Advisory Committee: In order to facilitate input from Brevard County and its incorporated municipalities with regard to the appropriation of educational impact fees collected within their respective jurisdictions, towards the development of new or expanded public educational improvement projects, the School Board, during the course

of updating the Tentative District Educational Facilities Plan, shall convene an Impact Fee Advisory Committee for each Benefit District.

- 2.5.1 Membership: The School Board, County and each municipality with jurisdiction over lands within the benefit district and an effective interlocal agreement with the County providing for municipal participation in the educational facilities impact fee program are entitled to appoint one (1) representative to the Impact Fee Advisory Committee. The representatives so appointed must be knowledgeable about residential development activity, the need for public educational facilities within the benefit district, and limitations on the use of impact fees. Representatives may include but are not limited to elected officials, City or County Managers, planners, engineers, attorneys or concerned citizens residing in the jurisdiction. The appointment of an individual to the Impact Fee Advisory Committee by a participating jurisdiction shall be an assurance to all other participating jurisdictions that the appointee meets the requirements of this paragraph.
- 2.5.2 Role of Impact Fee Advisory Committee: The role of the Impact Fee Advisory Committee is to consider the need for and cost of new or expanded public educational facilities within the benefit district to accommodate projected increases in student populations anticipated to result from new residential development as well as projections of impact fee revenues available for appropriation during the time period covered by the Tentative District Educational Facilities Plan in order to make recommendations to the School Board regarding the use of available impact fees for eligible projects.
- 2.5.3 Advisory Committee Recommendations: The recommendations of the Impact Fee Advisory Committees regarding the appropriation of impact fees toward specific public educational improvement projects shall not be binding on the School Board, but the School Board shall regard the Impact Fee Advisory Committee's recommendations as highly persuasive and accord said recommendations great weight in their deliberations.
- 2.5.4 Notice of Meetings: On at least an annual basis, the School Board shall notify the municipalities and the County of the time, date and location of the Impact Fee Advisory Committee meeting for each benefit district.
- 2.6 Donation of Land and Developer Funded Improvements: In the event that the School Board is considering acceptance of an offer by a developer to donate land and/or fund the construction of an a public educational facility shown in the adopted Tentative District Educational Facilities Plan, the School Board shall advise the County of the offer and cooperate with the County in determining the amount of any impact fee credit that may be due.
- 2.7 Conflict of Interest: School Board covenants that no person who presently exercises any functions or responsibilities in connection with the provision of public educational facilities has any personal financial interest, direct or indirect, in the eligible educational facilities and capital improvements during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of School Board or its employees shall be disclosed in writing to the County.

- 2.8 Annual Reports: School Board agrees to furnish to the County Manager by December 1 of each year, status reports identifying information through the end of the School Board's fiscal year. The status reports shall identify the cumulative receipt of educational facilities impact fees by facility, cumulative expenditures for construction of new facilities by facility, cumulative expenditures on debt service by facility, and cumulative interest earned on unexpended funds.

Section 3: Obligations of the County

- 3.1 Administration and Enforcement: It is the obligation of the County to administer all aspects of the ordinance up to the point that the funds are remitted to the School Board for appropriation to specific improvements and to make every reasonable effort to enforce the provisions of the Educational Facilities Impact Fee Ordinance, as it has been adopted and as it may be amended from time to time.
- 3.2 Remittance of Funds: Upon execution of this Agreement and the appropriation of funds to eligible projects in the Tentative District Educational Facilities Plan by the School Board, the County shall remit to the School Board all impact fee revenues and accrued interest that have been collected since the inception of the program less the administrative fee and any refunds that have been given and less any prior remittances. Such remittance shall be made as described below.
- 3.2.1 Remittances: Upon request by the School Board for the distribution of the educational facilities impact fees and approval by the Board of County Commissioners, the collected funds shall be remitted to the School Board within forty-five (45) days of such approval by the Board of County Commissioners.
- 3.2.2 Detail to Be Provided: The County shall provide sufficient detail in the remittance to allow the School Board to properly deposit funds in the correct Benefit District Account.
- 3.2.3 Administration Fee: The County is entitled to retain up to but not more than eight percent (8%) of the amount of educational facilities impact fees collected for administration of the ordinance. In calculating the amount of the administrative fee, the County shall include those expenditures that are reasonably associated with administration of the program. These expenditures may include but are not limited to, compensation and benefits for personnel involved in the administration of the ordinance; supplies and expenses related to administration of the ordinance; costs associated with consulting services for establishment and periodic updates of the ordinance; and those attorney's fees that may be necessary for administration and enforcement of the ordinance. The County acknowledges that it administers other impact fee programs not related to public educational facilities and pledges to consolidate its administrative efforts in order to cost effectively administer all impact fee programs. When shared administrative costs cannot be isolated by specific impact fee program, the County shall prorate those costs based on amount of revenue collected within each program.
- 3.3 Notice of Charter School Request for Educational Facilities Impact Fee Funding: Upon receiving a request from a charter school for educational facilities impact fee funding, the County shall notify the School Board of said request and any public hearings considering such request. The School Board shall have up to forty-five (45) days from the date of the

County's notification to submit to the Board of County Commissioners a letter or report detailing the School Board's position as to whether the charter school's application contains sufficient evidence that the charter school is being created to mitigate the educational impact created by the development of new residential units. The School Board's submission under this provision is not binding on the Board of County Commissioners.

Section 4: Maintenance of Records

- 4.1 The School Board shall maintain complete and comprehensive records of all funds received from the County and all expenditures of said funds, identified by Benefit District, for a period of seven (7) years from receipt and expenditure to satisfy the refund provisions of Section 62-932 of the Educational Facilities Impact Fee Ordinance.
- 4.2 The County shall maintain complete and comprehensive records of all funds collected from residential development, all exemptions granted, all incentives awarded, any impact fee credit awarded and any refund given for a period of seven years from receipt or award.
- 4.3 The County and the School Board shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of impact fees, including records as to bid awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder, the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

Section 5: Indemnification

- 5.1 To the extent allowed by law and subject to the provisions set forth in Section 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

Section 6: Independent Contractor

- 6.1 The School Board is an independent contractor under this Agreement. Services provided by the School Board are subject to supervision by the School Board and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

- 6.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of School Board, which shall not conflict with County, or state rules or regulations relating to the use of educational facilities impact fees.

Section 7: Entire Agreement

- 7.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing.

Section 8: Notices

- 8.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. The parties designate the following as the respective places for giving of notice to-wit:

For County: County Manager
Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, Florida 32940

For School Board: Superintendent
School Board of Brevard County
2700 Judge Fran Jamieson Way
Viera, Florida 32940

Section 9: Amendments

- 9.1 This agreement may be amended by mutual agreement of the parties or the County may, by ordinance, amend this Agreement if required by state law in order to conform with state mandates, guidelines, directives, and objectives relating to the use of educational facilities impact fees. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Such amendment will not affect specific activities commenced under this agreement prior to amendment, which were in compliance at the time of commencement. School Board shall be notified, where a public hearing or other notice is required by law, by individual written notice furnished pursuant to Section 8.1. After adoption of any required ordinance amendment, such adoption and filing with the Secretary of State shall constitute notification of an official amendment to this agreement. No other modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 10: Term of Agreement

10.1 This agreement shall commence on the day that the Educational Facilities Impact Fee Ordinance becomes effective or on the day that this agreement has been approved and executed by both parties, whichever is later. This agreement shall remain in effect until it has been terminated pursuant to Section 11 below.

Section 11: Termination

11.1 In the event that the County repeals the Educational Facilities Impact Fee Ordinance, this agreement shall remain in effect until all funds collected by the County under the provisions of the ordinance have been disbursed to the School Board and the School Board has notified the County that all disbursed funds have been expended on eligible improvements.

11.2 In the event that the School Board determines that the funds collected under the provisions of the Educational Facilities Impact Fee Ordinance are no longer needed by the School Board to provide needed public educational facilities, the School Board shall request that the County repeal the Ordinance and terminate this Agreement pursuant to Section 11.1 above.

11.3 In the event of termination, upon request by the County, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by School Board with Educational Facilities Impact Fee Trust Funds under this Agreement shall be provided to the County.

Section 12: Severability

12.1 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 13: Governing Law

13.1 The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida. Venue of any proceeding shall be in Brevard County, Florida, and any trial shall be non-jury.

Section 14: Attorney's Fees

14.1 In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

Section 15: Counterparts

15.1 This agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the County and School Board by their duly authorized representatives on the respective dates below.

**BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA**

ATTEST:

KRISTINE ISNARDI

Scott Ellis, Clerk

As approved by the Board of County Commissioners on:

STATE OF FLORIDA
County OF BREVARD

The foregoing instrument was acknowledged before me this 22 day of Jan., 2019 by K. ISNARDI Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.



NOTARY PUBLIC - State of Florida
DEBORAH W. THOMAS

**SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

ATTEST:

John W. Craig, Chairman

Date: 23 OCT, 2018

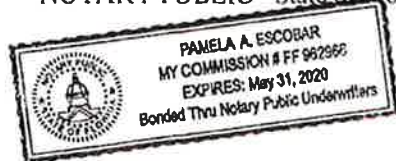
Mark W. Mullins, Ed.D, Superintendent

STATE OF FLORIDA
County OF BREVARD

The foregoing instrument was acknowledged before me this 23rd day of October, 2018 by John W. Craig, Chairman of the School Board of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

APPROVED NS TO FORM:

Amy D. Envall, Director Counsel
2018 Revision for BPS

NOTARY PUBLIC - State of Florida

Page 8 of 8

Sec. 62-931. - Use of funds.

- (a) The county shall be entitled to retain up to but not more than two and one-half percent of the funds collected under this division as compensation for the administrative expense of collecting the fee and administering this division. All remaining educational facilities impact fees shall be disbursed to the school board according to the terms of the interlocal agreement between the board of county commissioners and the school board unless the board of county commissioners has specifically authorized the expenditure of a portion of the remaining fees on the construction of a facility to be utilized by a charter school specifically created to mitigate for the educational impact created by the development of new residential units. Upon application by a residential developer and a charter school approved by the school board, including one operated by a municipality, that clearly demonstrates eligibility for educational facility impact fee funding pursuant to the requirements of F.S. § 1002.33(18)(f), the board of county commissioners may authorize the expenditure of educational facility impact fees paid within that residential development, on the construction of facilities that will be utilized by the charter school. The amount of any educational facilities impact fees expended on the construction of a charter school facility shall be the sole discretion of the board of county commissioners.

The distributed funds shall only be used to fund those eligible educational facilities and capital improvements identified in the tentative district educational facilities plan as annually adopted by the school board except as otherwise provided herein. Educational impact fees shall not be used for the maintenance or operation of educational facilities; for the construction of educational facilities that are required to eliminate existing overcrowding or level of service deficiencies; or for the construction of educational facilities that are not under the jurisdiction or ownership, whether by lease or purchase, of the school board with the exception of charter schools, including those operated by a municipality, created to mitigate the educational impact caused by the development of new residential dwelling units to which educational impact fees have been allocated by the board of county commissioners specifically. Unless a municipality has entered into an interlocal agreement with the county obligating the municipality to require the person applying for a municipal building permit to obtain an educational facilities impact fee proof of payment receipt from the county prior to the issuance of a certificate of occupancy or certificate of completion by the municipal building official, for any property where a building permit has expired and the residential unit has not been completed, each municipality shall be responsible for notifying the county of the building permit expiration, that a refund is due and that a release a lien should be recorded.

- (b) Funds shall be used exclusively for the construction of eligible educational facilities or capital improvements that are located within the educational facilities impact fee district from which the funds were collected or for the construction of the proportionate share of eligible

educational facilities or capital improvements located in another district that will serve the district from which the funds were collected. Funds shall be expended in the order in which they are collected within each educational facilities impact fee benefit district.

- (c) Each fiscal period, the superintendent of the school board shall transmit to the board of county commissioners, the adopted tentative district educational facilities plan in which educational facility impact fee funds, including any accrued interest, from the educational facilities impact fee trust funds, are assigned to specific eligible educational facilities capital improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the educational facilities impact fee trust funds until the next fiscal period, except as provided by the refund provisions of this division.
- (d) In the event that a facility constructed for use as a charter school, including one operated by a municipality, ceases to be used for public educational purposes and ownership of the facility has not reverted to the school board, the charter school that operated the facility is required to refund, the full amount of any educational facilities impact fees that it has received to the county unless the school board and the charter school have contractually agreed to an alternate school related use of the facility. Such refund shall be due within 180 days of the date that the charter school ceases to be used for public educational purposes.

(Ord. No. 04-34, § 1, 8-10-04; Ord. No. 05-29, § 4, 7-12-05)

Brevard County Educational Facilities Impact Fee Benefit Districts



Facilities Services
Planning and Project Management
Map by Karen Black
December, 2020



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #38
October 20, 2025
BENEFIT DISTRICT SOUTH**

RECOMMENDATION 3	AMOUNT	VOTE
Recommend reallocation of Impact Fees previously allocated at IFBDAC #37 for South Area Capacity to Separate Day School:	\$3,756,961.16	
Brevard County / Naomi Adkins-Hicks		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / John Coffey		Yes
Malabar / Lisa Morrell		Absent
Melbourne / Todd Corwin		Absent
Palm Bay / Jason DeLorenzo		No
Satellite Beach / Sandra Leone		Absent
West Melbourne / Christy Fischer		No
Brevard Public Schools / David Lindemann		Yes

RECOMMENDATION 4	AMOUNT	VOTE
Recommend reallocation of Impact Fees previously allocated at IFBDAC #36 for South Area Capacity to Separate Day School:	\$3,952,566.63	
Brevard County / Naomi Adkins-Hicks		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / John Coffey		Yes
Malabar / Lisa Morrell		Absent
Melbourne / Todd Corwin		Absent
Palm Bay / Jason DeLorenzo		No
Satellite Beach / Sandra Leone		Absent
West Melbourne / Christy Fischer		No
Brevard Public Schools / David Lindemann		Yes



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #38
October 20, 2025
BENEFIT DISTRICT NORTH**

RECOMMENDATION 1	AMOUNT	VOTE
Recommend the use of new impact fees accrued from 7/1/2025 through 9/30/2025 for use on Separate Day School:	\$1,419,465.64	
Brevard County / Naomi Adkins-Hicks		Yes
Cape Canaveral / Zachary Eichholz		Yes
Cocoa / Abigail Morgan		Yes
Cocoa Beach / Vacant		Vacant
Rockledge / Deanna Pomichter		Yes
Titusville / Christie Anderson		Yes
Brevard Public Schools / David Lindemann		Yes

RECOMMENDATION 2	AMOUNT	VOTE
Recommend allocation of School Board interest from FY25 on Benefit District North impact fee accounts for use on Separate Day School:	\$295,459.15	
Brevard County / Naomi Adkins-Hicks		Yes
Cape Canaveral / Zachary Eichholz		Yes
Cocoa / Abigail Morgan		Yes
Cocoa Beach / Vacant		Vacant
Rockledge / Deanna Pomichter		Yes
Titusville / Christie Anderson		Yes
Brevard Public Schools / David Lindemann		Yes



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #38
October 20, 2025
BENEFIT DISTRICT SOUTH**

RECOMMENDATION 1	AMOUNT	VOTE
Recommend the use of new impact fees accrued from 7/1/2025 through 9/30/2025 for use on Separate Day School:	\$3,945,938.44	
Brevard County / Naomi Adkins-Hicks		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / John Coffey		Yes
Malabar / Lisa Morrell		Absent
Melbourne / Todd Corwin		Absent
Palm Bay / Jason DeLorenzo		No
Satellite Beach / Sandra Leone		Absent
West Melbourne / Christy Fischer		Yes
Brevard Public Schools / David Lindemann		Yes

RECOMMENDATION 2	AMOUNT	VOTE
Recommend allocation of School Board interest from FY25 on Benefit District South impact fee accounts for use on South Area Capacity:	\$870,227.20	
Brevard County / Naomi Adkins-Hicks		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / John Coffey		Yes
Malabar / Lisa Morrell		Absent
Melbourne / Todd Corwin		Absent
Palm Bay / Jason DeLorenzo		No
Satellite Beach / Sandra Leone		Absent
West Melbourne / Christy Fischer		Yes
Brevard Public Schools / David Lindemann		Yes

Summary of All Recommendations - IFBDAC Meeting #38 - 10/20/2025

Recommend use of new impact fees accrued from 7/1/2025 through 9/30/2025 (amounts provided by Brevard County):

Benefit District	Impact Fees Available	IFAC Meeting	Amount Recommended	Project Recommended
South	\$3,945,938.44	10/20/2025	\$3,945,938.44	Separate Day School
North	\$1,419,465.64	10/20/2025	\$1,419,465.64	Separate Day School
Total	\$5,365,404.08		\$5,365,404.08	

Recommend allocation of School Board interest on impact fee accounts for FY25:

Benefit District	Interest Available	IFAC Meeting	Amount Recommended	Project Recommended
South	\$870,227.20	10/20/2025	\$870,227.20	South Area Capacity
North	\$295,459.15	10/20/2025	\$295,459.15	Separate Day School
Total	\$1,165,686.35		\$1,165,686.35	

Recommend reallocation of funds previously allocated to South Area Capacity:

Benefit District	Previously Allocated	IFAC Meeting	Amount Recommended	Project Recommended
South	\$3,756,961.16	#37-7/14/2025	\$3,756,961.16	Separate Day School
South	\$3,952,566.63	#36-4/7/2025	\$3,952,566.63	Separate Day School
Total	\$7,709,527.79		\$7,709,527.79	

Board Meeting Date

11/18/25

Item Number: J.I.

Motion By: KD

Second By: RF

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1		
Vice Chair Goodson	2		
Commissioner Adkinson	3		
Commissioner Altman	5		
Chairman Feltner	4		