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moving to 10/10/17

Meeting Date
10/05/2017



AGENDA	
Section	Consent
Item No.	II D 1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreement between Brevard County Board of County Commissioners and the City of Satellite Beach Community Redevelopment Agency.
DEPT/OFFICE:	County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners consider the Interlocal Agreement between Brevard County Board of County Commissioners and the City of Satellite Beach and the Satellite Beach Community Redevelopment Agency.

Summary Explanation & Background:

On May 10, 2017 the Board of County Commissioners, in regular session, directed the County Manger to move forward with interlocal agreement negotiations with the Community Redevelopment Agencies (CRAs) with guidelines, as follows: 1) CRAs prohibited from incurring any new debt with the exception of Cocoa Beach; 2) Bring CRAs to closure prior to the Statutory Sunset dates; 3) The possibility of the Tax Increment Financing (TIF) payments above debt service to go to County roads located within the boundaries of the CRAs; 4) CRAs to provide a universal annual report to be presented to the Board; and to bring the negotiated interlocal agreements back to the Board for its consideration.

On May 19, 2017 the County Manager and County Attorney began negotiations with the City of Satellite Beach, City Manager. As a result of those negotiations the Satellite Beach City Council and CRA have approved and executed the attached Interlocal agreement for the Board's consideration. The terms of this agreement include:

- No New Indebtedness.
- The County shall no longer be required to contribute a tax increment after September 30, 2026.
- The City and CRA agree to return and remit to the County the County's ratio of unspent tax increment funds at the end of each fiscal year in estimated amounts specified on Exhibit B, attached to agreement.
- The CRA, City and County agree that the CRA plan shall specifically identify the CRA redevelopment projects to be funded the CRA tax increment and the funds proposed to be allocated to each such project as listed in Exhibit B.
- The CRA shall prepare and submit to the County annually a report in the form set forth in Exhibit A.
- The City and CRA agree to limit expenses for administrative services provided to the CRA to an amount not to exceed 5% of the total City and County increments.

Clerk to the Board Instructions:

Exhibits Attached: Satellite Beach CRA Interlocal Agreement, Exhibit A and Exhibit B.

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager Frank Abbate <i>[Signature]</i>	Assistant County Manager John Denninghoff	Department Director / Extension
	Interim Assistant County Manager Jim Liesenfelt	

CITY OF SATELLITE BEACH, FLORIDA

**565 CASSIA BOULEVARD 32937-3116
(321) 773-4407
(321) 779-1388 FAX**



INCORPORATED 1957

September 19, 2017

Mr. Frank Abbate, County Manager
Brevard County
2725 Judge Fran Jamieson Way
Building C
Viera, FL 32940

**RE: Interlocal Agreement with Brevard County and the
City of Satellite Beach Community Redevelopment Agency**

Dear Mr. Abbate:

Enclosed please find two executed original Interlocal Agreements between Brevard County and the City of Satellite Beach Community Redevelopment Agency that was approved at the Agency's September 6, 2017 meeting. Please make sure to execute the same and return one original Agreement for our record file.

Should you need further information, please do not hesitate to contact me.

Sincerely,

Leonor Olexa, CMC
City Clerk

Enclosures:

RECEIVED

SEP 26 2017

County Manager's
Office

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into the _____ day of _____, 2017, by and between the CITY OF SATELLITE BEACH, a Florida municipal corporation, 565 Cassia Boulevard, Satellite Beach, Florida 32937 (hereinafter "the CITY"), the CITY OF SATELLITE BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district, 565 Cassia Boulevard, Satellite Beach, FL 32937 (hereinafter "the CRA"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the CRA pursuant to CITY Resolution No. 755 and Ordinance No. 836 after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 02-136; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (CRA TIF) pursuant to §163.387, Florida Statutes, CITY Ordinance No. 837 and its delegation of authority from COUNTY; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full CRA TIF payments required by §163.387(1), Florida Statutes, and CITY Ordinance No. 837 to the CRA since the first fiscal year of the CRA's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to address the County's budget concerns involves negotiation of an interlocal agreement with various cities and CRAs with the goal of working toward reducing or ceasing the County's future annual CRA TIF contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the County's road program goals; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS**. The foregoing recitations are true and correct and by this reference incorporated herein.

2. **DEFINITIONS.** The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in §163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any County established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the County levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the TIF established by the City for the CRA in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by §163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in §163.387, to the extent of any conflict with this agreement and that statutory provision.

4. **EXPIRATION OF COUNTY CRA PAYMENT.** In accordance with §163.387(3)(b), Florida Statutes, notwithstanding any provision in §163.387, Florida Statutes to the contrary, after September 30, 2026, the COUNTY shall no longer be required to contribute a tax increment of any amount to the CRA TIF.

5. **COUNTY TIF PAYMENT.** Subject to the CRA annual payback provision in section 6 below and subject to the County CRA payment expiration provision in section 4 above, the COUNTY will continue its annual contribution to the CRA TIF as required by §163.387, Florida Statutes, in every fiscal year between FY 2017-2018 and FY 2025-2026, however, in no event shall the COUNTY continue to pay a tax increment into the CRA TIF after September 30, 2026.

6. **CRA ANNUAL PAYBACK.** The CITY and CRA agree to return and remit to the COUNTY, at the end of each fiscal year, the County's ratio of unspent tax increment funds that may be close to the amounts specified for each fiscal year, depending on revenues and project expenditures, in the Plan.

7. **COUNTY DISTRIBUTION.** The COUNTY will be responsible for transferring to the appropriate revenue fund for each County Taxing Authority the proportion that the Taxing Authority's increment paid into the CRA TIF in a fiscal year bears to the total amount paid into the CRA TIF by all County Taxing Authorities for that fiscal year.

8. **CITY PAYMENT INTO CRA TIF.** Nothing in this agreement shall be deemed to prevent the City from continuing to contribute into the CRA TIF through the expiration date of the CRA, as that date is determined under state law.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** Each year, the CRA shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached hereto. The CRA or CITY shall also submit the annual CRA audit report required by section 163.387(8), Florida Statutes. The CITY and CRA agree to contractually require the independent auditor preparing that audit report to examine CRA expenditures and certify that all CRA TIF revenues have been lawfully expended solely in compliance with and for the community redevelopment purposes authorized under the provisions of chapter 163, Part III, Florida Statutes. The City Manager of the CITY or Chairperson of the CRA governing body shall annually meet with the County Commissioner in whose District the CRA is located to discuss the annual and audit reports.

10. **PROJECT IDENTIFICATION.** The CRA, CITY and COUNTY agree that the CRA plan shall specifically identify the CRA redevelopment projects to be funded the CRA tax increment and the funds proposed to be allocated to each such project. A list of the currently approved CRA projects, as set forth in the current CRA plan, is attached hereto as Exhibit B Nothing in this section shall prevent the CRA, in its discretion, from reallocating plan approved funding to other projects identified in the approved CRA plan, provided that any new projects not specified in the plan do not exceed the total planned expenditures outlined in the Plan.

11. **NO NEW INDEBTEDNESS.** The Parties agree that the CRA shall not obligate itself to any new indebtedness or extend existing indebtedness for which County increment funds have been pledged as a source of repayment.

12. **ADMINISTRATIVE EXPENSES.** The CITY and CRA agree to limit expenses for administrative services provided to the CRA to an amount not to exceed 5% of the total City and County increments.

13. **EFFECT OF AGREEMENT.** This agreement, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the parties to this agreement constitute the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, among the parties to this agreement with respect to the subject matter hereof. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties.

Nothing in this agreement shall be deemed to affect the existing Interlocal Agreement dated August 20, 2013 between the CITY, CRA and COUNTY relating to the repayment of the CRA and CITY to the COUNTY of increment funds that had been previously utilized by the City for general government purposes.

14. **ATTORNEY'S FEES.** 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.

15. **NOTICES.** All notices, requests, demands and other communications which are

required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY: City Manager/CRA Director
City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937
(email address available at City Website)

CRA: CRA/Director C/O City Manager
CRA of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937

COUNTY: County Manager
2175 Judge Fran Jamieson Way
Melbourne, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

16. **GOVERNING LAW.** 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, and venue of any proceeding shall be Brevard County, Florida.

17. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Deleted from Agenda

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the first date first above written.

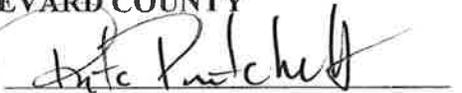
CITY OF SATELLITE BEACH

By: 
Its: Mayor

CITY OF SATELLITE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 
Its: Chairman

BREVARD COUNTY

By: 
Curt Smith, Chairman
(as approved by the Board on _____ 2017)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the first date first above written.

CITY OF SATELLITE BEACH

By: 
Its: Mayor

CITY OF SATELLITE BEACH COMMUNITY REDEVELOPMENT AGENCY

By: 
Its: Chairman

BREVARD COUNTY

By: _____
Curt Smith, Chairman
(as approved by the Board on _____ 2017)

Table 6. Revenue and Expenditure Projections FY 15/16 - FY 25/26

	FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	FY 2020/2021	FY 2021/2022	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026
REVENUES											
City TIF	\$ 841,615	\$ 981,740	\$ 1,126,417	\$ 1,194,002	\$ 1,277,582	\$ 1,367,013	\$ 1,449,034	\$ 1,535,976	\$ 1,628,134	\$ 1,725,822	\$ 1,829,372
Transfer Payment from City GF	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338	\$ 35,338
County TIF	\$ 496,264	\$ 547,931	\$ 602,894	\$ 639,068	\$ 671,021	\$ 724,703	\$ 768,185	\$ 814,276	\$ 863,133	\$ 914,920	\$ 969,816
Fund Balance	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ 4,500	\$ 2,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
TOTAL REVENUES	\$ 1,391,717	\$ 1,567,509	\$ 1,769,149	\$ 1,872,908	\$ 1,988,441	\$ 2,131,554	\$ 2,257,057	\$ 2,390,090	\$ 2,531,105	\$ 2,680,581	\$ 2,839,025
EXPENSES											
Debt Service											
Bank of America Loan	\$ 508,600	\$ 493,777	\$ 493,777	\$ 493,777	\$ 508,600	\$ 508,600	\$ 508,600	\$ 508,600	\$ 508,600	\$ 508,600	\$ 508,600
Operating											
Interlocal Agreement (City/CNA)	\$ 167,974	\$ 193,344	\$ 185,779	\$ 185,779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Services	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant Fees	\$ 1,500	\$ 1,500	\$ 1,600	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Agreement with Brevard County	\$ 144,341	\$ 142,923	\$ 142,564	\$ 277,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel & Training	\$ 7,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banking Fees	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Operating Supplies	\$ 5,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tuition, Memberships, Publications	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ 340,315	\$ 357,867	\$ 348,443	\$ 483,110	\$ 4,500						
Transfer to General Fund	\$ 245,771	\$ 243,355	\$ 142,564	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projects											
Facade Grants	\$ 65,000	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Beach Access Signage Project	\$ 24,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A1A Streetscape Project	\$ 20,000	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Civic Center Renovation Project	\$ -	\$ 71,150	\$ 175,000	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jackson Avenue Streetscape Project	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Clubhouse Reconstruction Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gemini Pedestrian Park Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Projects Expenses	\$ 109,000	\$ 161,150	\$ 350,000	\$ 580,000	\$ -						
TOTAL EXPENSES	\$ 1,203,686	\$ 1,254,112	\$ 1,334,784	\$ 1,556,887	\$ 513,100						
Revenues Less Expenses	\$ 188,031	\$ 313,397	\$ 434,365	\$ 316,021	\$ 1,475,341	\$ 1,618,454	\$ 1,743,957	\$ 1,876,990	\$ 2,018,005	\$ 2,167,481	\$ 2,325,925
City TIF Payback	\$ 112,819	\$ 200,574	\$ 282,337	\$ 189,612	\$ 885,205	\$ 971,072	\$ 1,046,374	\$ 1,126,194	\$ 1,210,803	\$ 1,300,488	\$ 1,395,555
County TIF Payback	\$ 75,212	\$ 112,823	\$ 152,028	\$ 126,408	\$ 590,136	\$ 647,381	\$ 697,583	\$ 750,796	\$ 807,202	\$ 866,992	\$ 930,370

Community Redevelopment Agency Annual Report Template

- I. INTRODUCTION, MISSION AND OVERVIEW:
- II. BOARD MEMBERS AND STAFF:
- III. BOUNDARY LINES:
- IV. HISTORY
 - a. Creation Date:
 - b. Plan Amendment Dates:
 - c. Applicable Resolution(s) and Ordinances:
- V. PROJECTS OVERVIEW
- VI. Financial Reports
 - a. Balance Sheet
 - b. Statement of Revenues, Expenditures & Changes in Fund Balances
 - c. Summary of Projects, Grants and Debt
- VII. Performance Information
 - a. Total projects started, completed and estimate cost for each project
 - b. Number of jobs create and sector of the economy from which these jobs were created within the CRA

Community Redevelopment Agency Annual Report Template

- c. Number of jobs retained within the CRA
 - d. Assessed property values when CRA was enacted vs. current assessed property values
 - e. Total amount expended for affordable housing
- VIII. Additional Annual Reporting Requirements
- a. Provide the Board of County Commissioners the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
 - b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA
-