



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.1.

7/20/2021

Subject:

Approval Re: Termination of Interlocal Agreement between the City of Satellite Beach and the Brevard County for Review and Approval of Building Permits.

Fiscal Impact:

Termination of the agreement would reduce building permit revenues by approximately \$5,000 annually.

Dept/Office:

Planning and Development

Requested Action:

It is requested the Board of County Commissioners consider approval of the Termination of Interlocal Agreement between the City of Satellite Beach and Brevard County, and authorize the Chair to execute the agreement.

Summary Explanation and Background:

On May 18, 1978, the County entered into the agreement with the City for the County to administer development approvals within the Tortoise Island Planned Unit Development (PUD) to ensure consistency within the entire PUD, even though 27 acres had been annexed into the City. The City of Satellite Beach has indicated that they wish to transfer the responsibility for the review and approval of development permits from the County to the City for their portion of Tortoise Island. Termination of the agreement will not affect the County's portion of the Tortoise Island PUD. The Planning and Development Department is amenable to the termination of the agreement.

Clerk to the Board Instructions:

Return executed agreement to Planning & Development

CITY OF SATELLITE BEACH, FLORIDA

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



INCORPORATED 1957

August 20, 2021

Kimberly Powell
Clerk to the Board
400 South Street
PO Box 999
Titusville, FL 32781-0999

RE: Termination of Interlocal Agreement

Dear Ms. Powell:

Please find enclosed the fully-executed Termination of Interlocal Agreement between the City of Satellite Beach and Brevard County for Review and Approval of Building Permits.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Gwen Peirce". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gwen Peirce, CMC
City Clerk

Enclosure

TERMINATION OF INTERLOCAL AGREEMENT

THIS TERMINATION of Interlocal Agreement entered into this 20 day of July, 2021 by and between Board of County Commissioners of Brevard County, Florida, as the governing body of Brevard County, Florida, ("the COUNTY") and the City Council of the City of Satellite Beach, Florida ("the CITY").

WHEREAS, the CITY and COUNTY previously entered into an Interlocal Agreement on or about May 18, 1978 governing various land development issues for portions of the Tortoise Island PUD, which included 27 acres located with the CITY; and

WHEREAS, the CITY and COUNTY extended the May 18, 1978 Interlocal Agreement pursuant to an Extension Agreement executed on April 24, 2007 for a term of 10 years ending December 31, 2017; and

WHEREAS, the term of the Extension Agreement was automatically extended pursuant to the terms thereof; and

WHEREAS, the CITY wishes to terminate the Interlocal Agreement, but there is a question, based upon the language of the Interlocal Agreement, whether such termination can be accomplished simply by notice or by formal agreement; and

WHEREAS, the parties agree to formally terminate the Interlocal Agreement as provided herein.

NOW, THEREFORE, the parties agree to terminate the Interlocal Agreement, as extended, as provided below.

1. The Interlocal Agreement dated May 18, 1978, as extended by the Extension Agreement, is hereby terminated.

2. The CITY agrees that the COUNTY PUD zoning governing the development of the

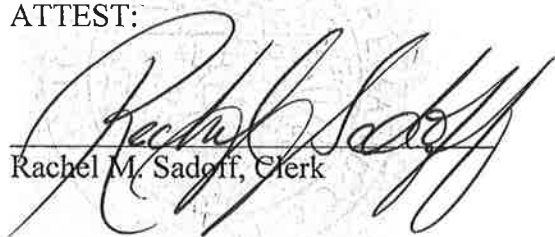
27 acres of the Tortoise Island PUD located within the CITY shall remain in effect until such time as the CITY adopts zoning regulations to replicate the current Tortoise Island PUD for the 27 acres. A copy of the current COUNTY PUD regulations for Tortoise Island are appended to this Agreement.

3. All other regulations of the CITY, as well as permitting and code enforcement responsibility, shall govern and apply to the 27 acres located within the CITY effective as of the date of this Agreement.

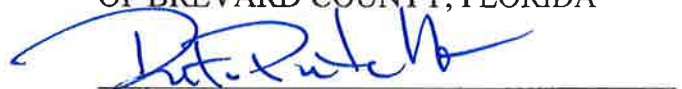
4. This Termination Agreement shall be effective upon the approval of same by the governing bodies of each party.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above mentioned.

ATTEST:


Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Chairman

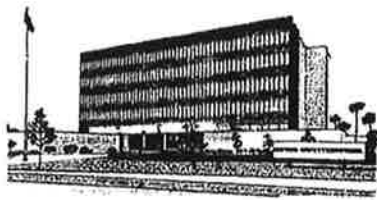
As approved by the Board on 07/20/2021.

ATTEST:


Clerk, City of Satellite Beach

CITY COUNCIL, CITY OF SATELLITE
BEACH, FLORIDA


Mayor



BREVARD County
BOARD OF COUNTY COMMISSIONERS

MAY 24 1978



RAYMOND C. WINSTEAD, JR., Clerk to the Board, P. O. Box 1496, Titusville, Florida 32780
BERNADETTE S. ROEDER, Secretary

#12
5-2-07

P
DMS

May 22, 1978

Honorable Patrick J. Utecht, Mayor
City of Satellite Beach
510 Cinnamon Drive
Satellite Beach, Florida 32937

Dear Mayor Utecht:

Re: Tortoise Island Communities, Inc. Interlocal Agreement

The Board of County Commissioners, in regular session on May 18, 1978, executed an Interlocal Agreement with the City Council of the City of Satellite Beach, regarding the development of Tortoise Island. Enclosed for your records is a certified copy of said Agreement.

It is understood that any amendments to said Agreement will require the joint approval of the County Commission and the City Council of your City.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
R. C. WINSTEAD, JR., CLERK

Bernadette Roeder
Bernadette Roeder, Deputy Clerk

Encl. (1)

cc: Public Works Coordinator
Development Coordinator
County Attorney

D. GENE ROBERTS
District 1

JOHN HURDLE
District 2

VAL M. STEELE
District 3

LEE WENNER
Chairman
District 4

JOE WICKHAM
Vice Chairman
District 5

R. L. NABORS
County Attorney

RAYMOND C. WINSTEAD, JR.
Clerk

DOUGLAS S. FUTCH, Administrative Director

INTERVIEW AGREEMENT

THIS AGREEMENT entered into under the authority of the Florida Interlocal Cooperative Act of 1969, Florida Statutes Section 163.01 this 18TH day of MAY, 1977, between the Board of County Commissioners of Brevard County, Florida, as the governing body of Brevard County, hereinafter referred to as the "County" and the City Council of the City of Satellite Beach, hereinafter referred to as the "City".

WHEREAS, Tortoise Island Communities, Inc. has filed an application for approval of a planned unit development under Section 17 of Appendix C, the Brevard County Code, for the entire development known as Tortoise Island; and

WHEREAS, the proposed Tortoise Island Planned Unit Development is located both in the unincorporated areas of Brevard County and within the boundaries of the City of Satellite Beach; and

WHEREAS, the total geographic area encompassed by such proposed planned unit development is comprised of 165 acres, of which 27 acres is located within the boundaries of the City of Satellite Beach; and

WHEREAS, it is mutually agreed between the City and the County that the review and approval of the land use and development of the Tortoise Island Planned Unit Development as a total geographic unit by one local government unit will facilitate the appropriate planning of such development so that all land uses are compatible within the entire development and will insure the approval and enforcement of uniform land use and development regulations to maximize protection of the surrounding environment and waters; and

WHEREAS, it is mutually agreed between the County and the City that the local government unit that approves the land use and development regulations applicable to the proposed Tortoise Island Planned Unit Development should also control the implementation and enforcement of such land

Now, ~~being~~ in consideration of the premises and the mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

1. The provisions of this agreement shall apply to that portion of the proposed Tortoise Island Planned Unit Development located within the boundaries of the City of Satellite Beach, said portion being more particularly described in Exhibit A attached hereto and incorporated herein by reference, said property being hereinafter described as the "subject property". The County shall have the power and jurisdiction over the subject property to establish zoning and land use controls and regulations pursuant to the provisions of the Comprehensive Zoning Ordinance of Brevard County, as amended from time to time, and any other ordinances and regulations adopted by Brevard County or laws applicable to Brevard County relating to the preparation of comprehensive plans, land use controls and zoning and to adopt and enforce adopted or existing building, housing and related technical codes and regulations. In exercising such power and jurisdiction the County shall have such legislative, administrative and regulatory police power and power of self government as established by law, regulation and ordinance over the subject property and its residents and occupants to the same extent as if the subject property was in the unincorporated areas of Brevard County, Florida. Such powers shall include the power to enforce any such applicable law, ordinance or regulation provided, however, nothing contained herein shall be construed or interpreted to place a duty on the County to provide any municipal services to the property described in "Exhibit A", unless the County expressly assumes such duty within its sole discretion. It is hereby recognized by the parties that it is their present contemplation that the County shall only exercise those powers necessary to approve and implement a planned unit development of the subject property, to administer the development and implementation

of such plan and unit development, to enforce conformity with the express and implied conditions incorporated in and applicable to such planned unit development, and to issue building permits and provide inspections for the construction of structures within such approved planned unit development.

2. The County shall be responsible for providing the funds to pay the costs of the exercise of all police powers and powers of self government provided herein over the subject property and its residents and occupants. The County shall have the right to impose such fees, charges or assessments against the subject property to the same extent as if such property was in the unincorporated areas of Brevard County, Florida.

3. This agreement shall be for an initial term of twenty (20) years from the date of final approval by the County of a final development plan for the subject property and the remainder of the proposed Tortoise Island Planned Unit Development under the provisions of Section 17, Appendix C, the Brevard County Code. Provided however, the provisions of this agreement may be terminated at any time by the mutual agreement of both parties.

It is further recognized by the parties that this agreement will automatically terminate upon the de-annexation of the subject property from the boundaries of the City.

In the event of termination of this agreement subsequent to the approval of the County of a final development plan for the subject property under the provisions of Section 17, Appendix C, the Brevard County Code, the City hereby agrees to recognize, implement and enforce the land use provisions and regulations incorporated in and applicable to such planned unit development unless such planned unit development is modified according to the procedures for changing land use classifications as provided in the ordinances of and laws applicable to the City.

4. It is hereby recognized by the parties that the County reserves the right to create a municipal corporation

(4)

taxing or benefit unit under the provisions of Florida Statutes, Section 125.01 within the unincorporated portions of the Tortoise Island Planned Unit Development to pay for the cost of the maintenance of the roads and drainage and the maintenance and operation of the bridge structures contained within any approved planned unit development in the event the method of collecting and administering funds to pay the cost of such maintenance and operation against the developer or owners of property within the planned unit development that is approved by the County under Section 17 of Appendix C is subsequently found by the County, within its sole discretion, to be an inadequate or ineffective method of providing the funds to provide such maintenance and operation.

In the event the County elects, within its sole discretion, to create such municipal service taxing or benefit unit to pay the cost of the maintenance of the roads and drainage and the maintenance and operation of the bridge structures, the City shall budget and provide to the County each fiscal year during the term of this agreement funds to pay the cost of such operation and maintenance for the subject property. In such an event, the County shall each year prepare and adopt a budget for the anticipated cost of the performance of such maintenance and operation for the ensuing fiscal year for the entire planned unit development and shall apportion such costs between the unincorporated areas within the planned unit development and the subject property. Such apportionment of anticipated costs shall be based upon the aggregate assessed valuation of the real property of each of such areas or any other equitable formula that determines the benefit of such maintenance or operation to parcels of real property within each of such areas or that determines the cost burden of such maintenance or operation created by parcels of real property within each of such areas including, but not limited to, formulas based upon front footage, density, square footage or acreage of

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parcels of real property within each area. The County shall pay the apportioned cost of such budget to provide such maintenance or operation within the unincorporated portion of the planned unit development through the creation of a municipal service taxing or benefit unit through funds derived from service charges, special assessments, or taxes within the unincorporated area of the planned unit development only. The City shall pay the apportioned cost of such budget to provide such maintenance or operation within the subject area through funds derived from service charges, special assessments, or taxes within the subject property only. In such an event, the funds obtained from the City shall be maintained in a separate account established by the County for the maintenance of the funds derived from the created municipal service taxing or benefit unit and shall be administered and disbursed by the County only for the purpose of providing the maintenance of the roads and drainage, and maintenance and operation of the bridge structures within the planned unit development.

5.

In the event this agreement is terminated, it is mutually recognized that the County shall not have any duty or responsibility to implement or administer the development of the planned unit development for the subject property, to enforce compliance with the express and implied conditions incorporated in and applicable to the planned unit development within the subject property, to maintain the roads or drainage and other common areas in the planned unit development within the subject property, or to maintain or operate any bridge structures in the planned unit development within the subject property.

6.

This contract shall be deemed to have been entered into under the provisions of Florida Statutes, Section 163.01, the "Florida Interlocal Cooperative Act of 1969",

(6)

and shall be subject to approval by the Department of Legal Affairs under subsection (11) of said act.

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

ATTEST:

R. C. Winstead, Jr.
R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: *Lee Wenner*
Lee Wenner, Chairman

ATTEST:

May E. Rogers
May E. Rogers, Clerk

CITY COUNCIL, CITY OF SATELLITE
BEACH, FLORIDA

By: *Patrick J. Utecht*
Patrick J. Utecht, Mayor

(S E A L)

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true & correct copy of *an order*
for payment witness my hand
and official seal this *22nd* day of

May 19*78*
R. C. WINSTEAD, JR.
Clerk Circuit Court

BY *R. C. Winstead, Jr.* C.C.