

Meeting Date
11/21/2017



AGENDA	
Section	Unfinished Business
Item No.	<i>II. A.</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreement between Brevard County Board of County Commissioners, the City of Melbourne and the City of Melbourne Babcock Street Community Redevelopment Agency and Adoption of Resolution extending Babcock Street CRA by one year to September 9, 2023.
DEPT/OFFICE:	County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners approve the attached proposed Interlocal Agreement between Brevard County Board of County Commissioners and the City of Melbourne and the Melbourne Community Redevelopment Agency and authorize the Chairman to execute the agreement. Further, it is requested the Board of County Commissioners amend County Resolution No. 97-187 to extend the Babcock CRA by one year in support of the interlocal agreement.

Summary Explanation & Background:

On May 10, 2017, the Board directed the County Manger to move forward with negotiations with the Community Redevelopment Agencies (CRAs) with guidelines. On June 23, 2017 the County Manager and County Attorney began negotiations with the Melbourne City Manager. On October 10, 2017, the Board of County Commissioners agreed to a draft agreement with adjustments. The City of Melbourne countered by passing a slightly different version. The agreement presented today is a consensus version between the City and County Managers. The terms of this agreement include:

- The County consents to transfer to the City all ownership rights it possesses to the Babcock Street Parcel and to fully cooperate with the City in joint efforts to transfer any remaining FDOT ownership rights over the Babcock parcel to the City.
- The County consents to the CRA incurring an additional \$1.3 million in indebtedness from the City's general resources to be applied solely to the reconstruction of Babcock Street between approximately Hibiscus Street and Apollo Boulevard.
- The County shall contribute an amount of \$500,000 currently set aside for use on the Babcock Street reconstruction project.
- The County will extend the CRA by one year to September 9, 2023 and continue its annual contribution to the CRA TIF as required by Florida Statutes until the expiration date of September 9, 2023.
- The City and the CRA agree that future County tax increment payments into the CRA TIF through the expiration date of the CRA shall be used to repay the \$1.3 million in CRA debt as set forth in Group Exhibit B.
- The CRA or City agrees to submit the annual CRA audit report required by Florida Statutes and agrees the County has not waived its audit authority under Florida Statute. Thus, this agreement does not obstruct the Board from deciding to pay to conduct a performance audit of the CRA under Florida Statute 125.01(x), which would include review of compliance of the program with appropriate policies, rules and laws.
- The CRA agrees to limit administrative services expenses provided to the CRA and payable from the County tax increments to an amount not to exceed 5% of the total County increments.
- The County retains authority to terminate the CRA as outlined in section 3B of County Resolution No. 97-187.
- As part of this agreement, both the County and City Managers will agree to a final scope of the project (draft is at Group Exhibit A). This provides a mechanism for the County to ensure the scope stays on budget. If the Contractor cost estimate exceeds the project estimate, the city and county manager may mutually agree in writing to increase the project estimate with the difference to be incorporated into the loan from the City to the CRA. If unforeseen costs occur, that are within the scope of the approved project, the City and County will evaluate options to descope the project first before evenly splitting those costs.
- If market forces reduce expected County and City TIF, the CRA agrees to adjust its plan to ensure no financial obligations at the CRA termination date.
- The attached Resolution extends the CRA by one year, but is null and void if the interlocal doesn't close within one year.

Clerk to the Board Instructions: After signature, coordinate with CAO to deliver agreement to City of Melbourne for review by City Council.

Exhibits Attached: City of Melbourne CRA Interlocal Agreement, Exhibit A. Resolution to Amend Resolution 97-187, Exhibit B.

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

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



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

Telephone: (321) 637-2001
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Tammy.Rowe@brevardclerk.us

November 22, 2017

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item V.A., Resolution and Interlocal Agreement with City of Melbourne and City of Melbourne Babcock Street Community Redevelopment Agency (CRA)

The Board of County Commissioners, in regular session on November 21, 2017, adopted Resolution No. 17-234, amending Resolution No. 97-187, extending the Babcock Street CRA by one year to September 9, 2023; and executed Interlocal Agreement with City of Melbourne and City of Melbourne Babcock Street CRA. Enclosed are fully-executed Resolution and two executed Interlocal Agreements.

Upon execution by all parties, please return a fully-executed Interlocal Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration
Finance
Budget

RESOLUTION No. 2017-234

RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING COUNTY RESOLUTION 97-187 TO GRANT ONE YEAR EXTENSION OF
BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY
IN SUPPORT OF ROAD EFFORT

WHEREAS, the CITY of Melbourne (the CITY) created the Babcock Community Redevelopment Agency (CRA) pursuant to CITY Ordinance No. 98-23 after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 97-187; and

WHEREAS, the COUNTY, CITY, and CRA recognize the need for road repairs on a segment of Babcock Street and that the road repairs for that segment of Babcock Street lie fully within the boundaries of the CRA; and

WHEREAS, the COUNTY, the CITY and the CRA are in the process of enacting an interlocal agreement to rehabilitate and transfer a portion of Babcock Street to the City of Melbourne; and

WHEREAS, as a condition of the interlocal agreement, the CRA's expiration date must be extended by one year to provide time for the service of debt;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, in regular session duly assembled, that Resolution No. 97-187, Section 3, paragraph C is amended to extend the Babcock CRA termination date to September 9, 2023. This extension is null and void if the closing contemplated in the Interlocal Agreement entitled "Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne Florida" does not occur within one year of that Agreement's effective date.

DONE, ORDERED AND RESOLVED, in Regular Session by the Board of County Commissioners of Brevard County, this 21 day of November, 2017 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Rita Pritchett, Chairwoman

As approved by the Board on Nov 21, 2017

ATTEST:



SCOTT ELLIS, CLERK

**INTERLOCAL AGREEMENT
REGARDING REHABILITATION AND TRANSFER
OF A PORTION OF SOUTH BABCOCK STREET, MELBOURNE, FLORIDA**

JAN 11 2018

THIS INTERLOCAL AGREEMENT entered into the 21 day of ~~November~~, 2017, by and between the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the CITY"), the CITY OF MELBOURNE BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district, 900 E. Strawbridge Ave, Melbourne, 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 Ordinance No. 98-23 after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 97-187; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (CRA TIF) pursuant to §163.387, Florida Statutes, and CITY Ordinance No. 98-23 as a part of the noted CITY and COUNTY enabling authority; 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. 98-23 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 currently has jurisdiction and functional authority over a portion of Babcock Street located between State Road 192 and the rail road crossing near Apollo Boulevard within the City of Melbourne; and

WHEREAS, the COUNTY and the CITY recognize the need for road repairs on said segment of Babcock Street, and the value of other CRA road projects in the immediate vicinity of Babcock Street; and

WHEREAS, the construction project lies fully within the boundaries of the CRA; and

WHEREAS, the COUNTY has evaluated multiple options to address its budget issues and desires to improve the conditions of Babcock Street; and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in improving said segment of Babcock Street; 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 has contributed a tax increment to the TIF established by the CITY for the CRA in accordance with the requirements of section 163.387, Florida Statutes.
 - c. "Babcock Parcel" means the portion of South Babcock Street from the intersection of Babcock Street and U.S. 192, continuing north on Babcock Street to the point where the CITY's ownership of Babcock Street begins. The location of this point is reasonably believed to be north of Babcock Street's intersection with S. Apollo Blvd in the vicinity of the Florida East Coast Railway's Right of Way across Babcock Street. The Babcock Parcel also includes the retention pond located to the east of Babcock Street between E. Strawbridge Avenue and E. Lincoln Avenue, which retention pond is dedicated to storm water from the southern portion of the Babcock Parcel.
 - d. "Construction Project" means the reconstruction and rehabilitation of Babcock Street between Hibiscus Boulevard and Apollo Boulevard, the scope and location of which are set forth on Group Exhibit A, attached hereto and incorporated herein by reference.
 - e. "CRA Termination Date" means September 9, 2023.

- f. “Project Estimate” means the estimated cost of the Construction Project in the amount of \$1,800,000. The Project Estimate is to be funded by the COUNTY cash contribution of \$500,000 and the COUNTY portion of the CRA TIF.
- g. “Loan” means a loan from the CITY to the CRA in the amount of \$1,300,000, which funds are to be used for the Construction Project and which amount reflects the difference between the Project Estimate and the \$500,000 cash contribution from the COUNTY to the CITY.
- h. “Unforeseen Costs” are actual costs of the Construction Project that exceed the Project Estimate but are for items contemplated as necessary within the approved project scope of the Construction Project.

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. **PROJECT IDENTIFICATION.** This project involves the CRA acceptance of the Construction Project as a CRA project to improve a portion of Babcock Street, the transfer of the ownership and maintenance responsibilities of a larger Babcock Parcel to the CITY, and the institution of specific requirements on the CRA’s use of County Tax Increments.

5. **COUNTY OBLIGATIONS.** As consideration for this agreement, the COUNTY:

- a. Agrees and consents to the extension of the CRA through the CRA Termination Date specifically to facilitate the Construction Project;
- b. Shall transfer to the CITY all ownership rights (including jurisdiction and maintenance responsibility and rights) it possesses to the Babcock Parcel and to fully cooperate with the CITY in joint efforts to transfer any remaining FDOT ownership rights over the Babcock parcel to the CITY, directly to the extent reasonably possible;
- c. Consents to the CRA incurring debt associated with the Loan to be applied solely to the Construction Project;
- d. Shall contribute to the CITY toward the cost of the Construction Project an amount of \$500,000 that it has currently set aside for use on Construction Project;

- e. Shall 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 2022-2023 (inclusive);
- f. Agrees to sections 5 a. through e., subject to the conditions below:
 - (1) The CRA amends its community redevelopment plan to specifically identify this Construction Project as one that qualifies under Florida Statutes for community redevelopment;
 - (2) The CITY enters into the Loan with the CRA;
 - (3) The CRA commits to repay the Loan (or the CITY may otherwise forgive the indebtedness) on or before the CRA Termination Date;
 - (4) The CITY and the CRA agrees that the COUNTY will no longer be required to appropriate tax increment to the CRA TIF after the CRA Termination Date;
 - (5) The CITY and the CRA agree that future annual COUNTY tax increment payments into the CRA TIF through the expiration date of the CRA will be used to service the debt payment of the Loan in a manner that ensures the Loan is paid off by the CRA's termination date as reflected in Group Exhibit B. The CRA may fund other CRA projects consistent with Section 13.

6. CITY OBLIGATIONS. As consideration for this agreement, the CITY:

- a. Shall make its best efforts to enter into a contract for the Construction Project within 90 days of the closing as set forth in section 14 below;
- b. Shall negotiate and enter into an agreement for the Loan (for purposes of completing the Construction Project) from its general fund to the CRA, which Loan shall be structured to be repaid by the CRA on or before the CRA Termination Date;
- c. Shall accept transfer of jurisdiction and ownership for the Babcock Parcel at closing as set forth in section 14 below;
- d. May, subject to applicable law and its sole discretion, forgive or otherwise negate the Loan prior to the CRA Termination Date;
- e. Agrees the COUNTY will no longer be required to appropriate any tax increment to

the CRA TIF after the CRA Termination Date;

- f. Upon closing as set forth in section 14 below, shall accept assignment of the FDOT maintenance agreement subject to the approval of FDOT, and, as required, assume permittee status on the St. Johns River Water Management District Permit #101881-2 subject to the approval of St. Johns River Water Management District, all as it relates to the retention pond that is part of the Babcock Parcel; and
- g. Upon closing as set forth in section 14 below, if the Construction Project results in an increase in stormwater drainage, the CITY agrees it will procure the applicable permits for said increase from the COUNTY or St. Johns River Water Management District, as applicable.

7. **CRA OBLIGATIONS.** As consideration for this agreement, the CRA:

- a. Shall, in accordance with applicable law (including public notice and an opportunity for public comment) and within the next 90 days, consider amending its community redevelopment plan, as necessary, to specifically identify this Construction Project as one that qualifies under Florida Statute for community redevelopment and list the Construction Project as a CRA project;
- b. Shall negotiate the Loan with the CITY to repay the Loan by the CRA Termination Date;
- c. Agrees the COUNTY will no longer be required to appropriate tax increment to the CRA TIF after the CRA Termination Date;
- d. Shall apply all future annual COUNTY tax increment payments to service the annual debt payment of the Loan in a manner that ensures the Loan is paid off by the CRA's termination date, as reflected in Group Exhibit B. The CRA may fund other CRA projects consistent with Section 13.

8. **TRANSFER & MAINTENANCE OF BABCOCK PARCEL.** Upon execution of this agreement, the COUNTY and the CITY authorize the County Manager and City Manager, with the counsel of the County and City Attorney, to prepare additional detailed documents (to include but not limited to deeds, permits and easements) necessary to effectuate the transfer the Babcock Parcel from the COUNTY to the CITY. As FDOT has some real property rights within the Babcock parcel, the COUNTY agrees to fully cooperate with the CITY in joint efforts to transfer any remaining FDOT rights to the Babcock parcel to the CITY, directly if possible. Conveyance of such interests shall be completed at the closing as described in section 14 below.

Notwithstanding anything to the contrary set forth in this Agreement, the parties understand and agree that the CITY's acceptance of the jurisdiction and maintenance of the Babcock parcel is conditioned upon the COUNTY contributions set forth in this Agreement and that the parties shall fully cooperate to achieve such transfer.

9. EXPIRATION OF CRA. The CRA shall expire on the CRA Termination Date. The parties agree that the CITY and COUNTY shall take such actions as may be required to terminate the CRA on the CRA Termination Date, which actions shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances 1) delegating authority to the CITY to create a CRA and 2) creating the CRA and CRA TIF. In accordance with §163.387(3)(b), Florida Statutes, notwithstanding any provision in §163.387, Florida Statutes to the contrary, after the CRA Termination Date, the COUNTY shall no longer be required to contribute a tax increment of any amount to the CRA TIF.

10. INDEBTEDNESS. The Parties agree that the CRA shall not incur new or extended debt obligations having a maturity date beyond the CRA Termination Date.

11. 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 CRA Termination Date or through any extension of the CRA expiration date approved by the COUNTY in the future.

12. ANNUAL AUDIT. The CRA shall also submit to the COUNTY a copy of the annual CRA audit report required by section 163.387(8), Florida Statutes. In addition, the parties understand and agree that the CRA is subject to the Florida public records laws and, as such, the financial records of the CRA are available upon request. As recognized by the Florida public records laws, the COUNTY may request the financial records of the CRA in the event the COUNTY desires records not otherwise included in the required annual CRA audit submitted to the State. Nothing herein is intended to waive the statutory authority, if any, of the COUNTY to conduct an audit at the COUNTY's expense.

13. CRA PROJECT IDENTIFICATION. The CITY and COUNTY, as taxing authorities subject to section 163.387(2)(a), Florida Statutes, both agree that the Construction Project is eligible as a project to be added to the CRA redevelopment plan. The CITY and COUNTY understand and agree that the CRA plan may not be amended absent the required public notice and opportunity for public comment. Accordingly, the CITY agrees to consider an amendment to the CRA plan to specifically include the Construction Project and the parties agree that any further obligations of this Agreement are subject to the condition that the CRA plan is so amended. 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, as long as the CRA

prioritizes repayment of the Loan before the CRA termination date pursuant to the debt service schedule shown in Group Exhibit B. Should the CRA experience any reduction in tax increment funding, the CRA agrees to adjust its CRA plan accordingly, to ensure no remaining financial obligations at the CRA termination date.

14. CLOSING.

Closing shall be contingent upon completion of all of the following events:

- (i) The COUNTY extends the delegation of authority provided for in County Resolution NO. 97-187 to the CRA Termination Date; and
- (ii) The CITY amends the CRA plan to include the Construction Project and extends the termination date of the CRA; and
- (iii) The CITY and the CRA agree to the Loan; and
- (iv) The County Manager and the City Manager mutually agree in writing to the contractor's cost estimate of the Construction Project; and
- (v) The COUNTY contributes to the CITY an amount of \$500,000 toward the cost of the Construction Project.

(collectively, the "Closing Contingencies").

Upon completion of the Closing Contingencies, then the CITY and the COUNTY shall schedule a closing to take place within thirty (30) days, unless otherwise extended by the mutual consent of the City Manager and the County Manager. At such closing, the COUNTY shall deliver or cause to be delivered to the CITY all of the following: (i) an instrument of conveyance of the Babcock Street Parcel adequate to convey appropriate ownership interest, jurisdiction and maintenance responsibilities to the CITY; (ii) an appropriate assignment of the FDOT maintenance agreement subject to the approval of FDOT as it relates to the retention pond that is part of the Babcock Parcel; (iii) an appropriate assignment of the St. Johns River Water Management District Permit #101881-2 subject to the approval of St. Johns River Water Management District as it relates to the retention pond that is part of the Babcock parcel; (iv) any construction plans in the COUNTY's possession for the Construction Project; (v) assignment to the CITY of the right to use the construction plans prepared on behalf of the COUNTY, which assignment shall be consented to by the engineer sealing such plans; and (vi) verification that the County drainage can accommodate the drainage expected from the construction project. In the event the closing does not occur within one year of the effective date of this Agreement, this Agreement shall be deemed terminated automatically and the CITY shall refund to the COUNTY the cash contribution paid by the COUNTY toward the cost of the Construction Project, if any, and the COUNTY shall retain ownership, jurisdiction and maintenance responsibilities of Babcock Street.

15. PROJECT SCOPE AND COST. The scope of the Construction Project is conceptually defined in Group Exhibit A. Prior to construction, both the County and City

Managers will review and approve the detailed written project scope and contractor's cost estimate to ensure it is less than the Project Estimate. If the contractor's cost estimate is more than the Project Estimate, then the Project Estimate shall be increased to reflect the contractor's cost estimate, subject to the written mutual approval of the County Manager and the City Manager.

16. COST OVERRUNS. During construction, the CITY will review costs monthly. If a monthly cost review shows that the actual costs are exceeding the Project Estimate (as revised), the CITY will inform all parties. The County Manager and the City Manager will first discuss de-scoping as a method of reducing costs. Upon completion of the Construction Project, if the actual cost of the Construction Project exceeds the Project Estimate (as revised) due to Unforeseen Costs that were contemplated within the project scope set forth in Group Exhibit A, then, the COUNTY and the CITY agree to split the remaining costs evenly between the COUNTY and the CITY. As an alternative, upon mutual consent of the parties and subject to applicable law, the CRA Termination Date, and the Loan's debt service schedule at Group Exhibit B, may be extended to resolve Unforeseen Costs.

17. LIMITATION ON ADMINISTRATIVE EXPENSES. Beginning with the first annual budget adopted by the CITY subsequent to the closing set forth in section 14 of this Agreement, the CRA agrees to limit administrative services expenses provided to the CRA such that in no instance may payments for administrative service expenses payable from COUNTY tax increments exceed 5% of the total County tax increments. Nothing in this Agreement shall be interpreted as modifying the CITY's obligation under Section 3A, County Resolution No. 97-187 to keep its administrative expenses at no more than 25%.

18. 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. Nothing in this Agreement shall be interpreted as modifying the authority of the COUNTY as outlined in section 3B, of County Resolution No. 97-187. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

19. 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.

20. 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 and CRA:

City Manager/CRA Director
City Hall, Fifth Floor
900 E. Strawbridge Ave.
Melbourne, FL 32901
City.Manager@MLBFL.org

COUNTY

County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County
Website)

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

21. 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.

22. 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.

23. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the CITY or COUNTY.

[Signature page to follow.]

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

CITY OF MELBOURNE

By: Michael A. McNeas
Michael A. McNeas
As City Manager

ATTEST:

Cathleen A. Wysor
Cathleen A. Wysor, City Clerk

**CITY OF MELBOURNE BABCOCK STREET
COMMUNITY REDEVELOPMENT AGENCY**

By: Michael A. McNeas
Michael A. McNeas
As City Manager

ATTEST:

Cathleen A. Wysor
Cathleen A. Wysor, City Clerk

BREVARD COUNTY

By: Rita Pritchett
Rita Pritchett, Chairwoman

Approved by Board 11/21/17

(as approved by the Board on Nov. 21 2017)

ATTEST

Scott Ellis
Scott Ellis, Clerk

CONSTRUCTION PROJECT

Scope of work

The project consists of full depth reclamation to produce a stabilized base course, testing, new asphalt, temporary painted pavement markings, thermoplastic pavement markings, installation of signal loop assemblies, mobilization and maintenance of traffic from the railroad right-of-way, north of Apollo Boulevard to the intersection of Hibiscus Boulevard ending at the pedestrian crosswalk on the north side of the intersection.

The full depth reclamation will consist of a 12-inch mix including full depth reclamation, asphalt emulsion, cement, milling of 2 to 3 inches, and fog seal. The September 26, 2017 estimate from Asphalt Paving Systems reflects 38,000 square yards.

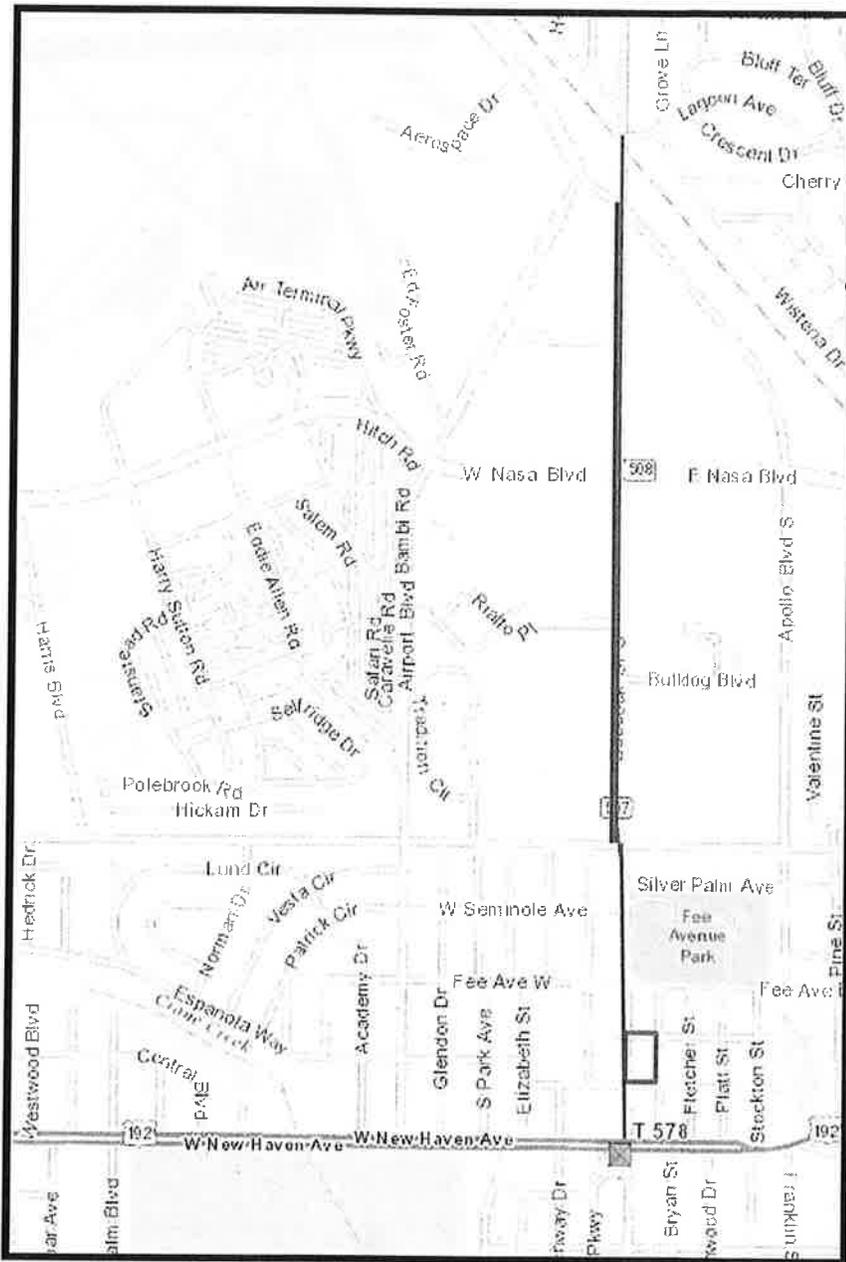
The asphalt to be installed after full depth reclamation will be 3.5 inches thick. The estimated quantities are 4,370 tons of 2 inches of SP 12.5, and 3,135 tons of 1.5 inches of FC 12.5 friction course.

Pavement markings (paint), pavement markings (thermos), traffic loop assemblies, and testing are lump sum items.

CONSTRUCTION PROJECT

General area of Construction Project highlighted in Blue.

General area of Babcock Parcel (including retention pond) highlighted in Orange.



Babcock Street Rebuild Proposal Cash Flow Analysis - November 2017

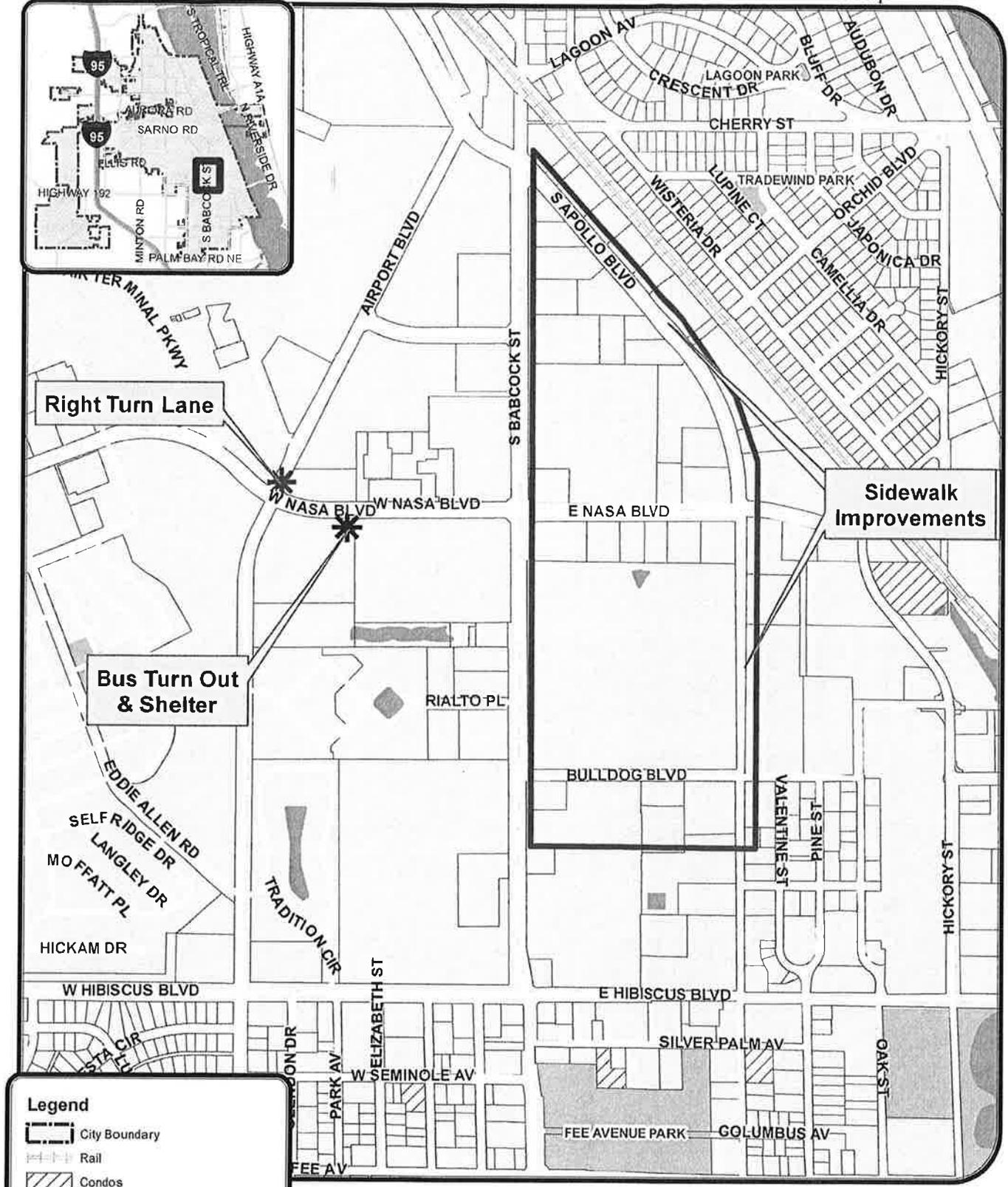
Existing Babcock CRA Revenue (Est.) and Project Commitments

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Tax Increment Revenue - Babcock CRA	\$923,000	\$950,690	\$979,211	\$1,008,587	\$1,038,845	
Operating and Program Expenses	(\$237,351)	(\$244,472)	(\$251,806)	(\$259,360)	(\$267,141)	
Capital Projects						
Phase III-B Babcock Medians	(\$685,649)					
Airport Blvd. Turn Lane (Engineering)		(\$80,000)				
Airport Blvd. Turn Lane (Construction)			(\$1,200,000)			
Apollo Blvd. Sidewalks (Engineering)			(\$75,000)			
Apollo Blvd. Sidewalks (Construction)				(\$580,000)		
NASA Blvd. Bus Turn Out/Shelter (Engineering)				(\$35,000)		
NASA Blvd. Bus Turn Out/Shelter (Construction)					(\$380,000)	

Proposed Plan - Babcock Street Reconstruction Included

	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>
Tax Increment Revenue Babcock CRA - City	\$581,490	\$598,935	\$616,903	\$635,410	\$654,472	\$674,106
Tax Increment Revenue Babcock CRA - County	\$341,510	\$351,755	\$362,308	\$373,177	\$384,373	\$395,904
Loan Proceeds - Babcock Reconstruction	\$1,300,000					
County Contribution - Babcock Reconstruction	\$500,000					
Operating and Program Expenses	(\$237,351)	(\$244,472)	(\$251,806)	(\$259,360)	(\$267,141)	(\$258,564)
Capital Projects						
Phase III-B Babcock Medians	(\$685,649)					
Babcock Street Reconstruction	(\$1,300,000)					
Babcock Street - Related Crosswalk Improvements (Est.)	(\$500,000)					
Babcock Street (GF Debt Repayment -2.5% Interest)*			(\$154,000)	(\$454,000)	(\$404,000)	(\$404,000)
Airport Blvd. Turn Lane (Engineering)		(\$80,000)				
Airport Blvd. Turn Lane (Construction)			(\$1,200,000)			
Apollo Blvd. Sidewalks (Engineering)				(\$75,000)		
Apollo Blvd. Sidewalks (Construction)					(\$580,000)	
NASA Blvd. Bus Turn Out/Shelter (Engineering)*					(\$35,000)	
NASA Blvd. Bus Turn Out/Shelter (Construction)*						(\$380,000)
Ending Balance - Each Fiscal Year (Running Total)	\$0	\$626,218	-\$377	\$219,850	-\$27,446	\$0

*Note: Estimated Brevard County Increment in Final 5 Years = \$1,867,272
 Babcock St. GF Loan Repayment + SCAT Bus Turnout/Shelter Project = \$1,831,000



Legend

- City Boundary
- Rail
- Condos
- Non-Condos
- Sidewalk Improvements
- Bus Turn Out & Shelter
- Right Turn Lane Babcock CRA

Title: FED_View
 Department: City of Melbourne GIS Team
 Prepared By: City of Melbourne GIS
 Last Updated: 11/02/2012 11:25:23 AM
 Map Location: G:\HDD\MUTUALITY_DEVELOPMENT\INFED\AUG\Information Request\2012\Map\Babcock_CRA_Upsizing_Projects.mxd
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City of Melbourne



Community Development

900 E. Strawbridge Avenue • Melbourne, FL 32901

Phone (321) 608-7500 • Fax (321) 608-7519 • E-Mail: p&z@melbourneflorida.org

November 10, 2017

RECEIVED

Sent Via Certified Mail: 7016 0600 0000 1815 3549

NOV 13 2017

Brevard County Taxing Authority
Attn: Frank Abbate, County Manager
2725 Judge Fran Jamieson Way, Building C
Viera, FL 32940

County Manager's
Office

Mr. Abbate:

As required by Florida Statutes 163.361 and 163.346, this letter shall serve as a written report and notification that the City Council, of the City of Melbourne, will be considering an ordinance to amend the Babcock Street CRA Redevelopment Plan as permitted under Florida Statute 163.361. The proposed redevelopment plan modification will not change the existing boundaries of the CRA. The amendment will extend the current sunset of the agency, contingent upon the County Commission amending the delegation of authority under County resolution No. 97-187.

This notification is intended for Brevard County Government and the taxing authorities under the control of the Brevard County Commission. These taxing authorities include: the County General Fund, the Brevard Library District, Brevard Mosquito Control, EELs Program, and the South Brevard Recreation District.

Only those portions of taxes paid to the Brevard County General Fund and the City of Melbourne comprise the tax increment revenue to carry out the plan; however, notification of the CRA plan amendment must be sent to all taxing authorities which receive ad valorem taxes from real property within the district.

The proposed change in the Babcock Street CRA Redevelopment Plan establishes new project priorities and extends the duration of the agency by one year. The amendment establishes a modified sunset of September 9, 2023. This extension will provide one additional year for the Babcock CRA Agency to finance the funding necessary to rebuild a portion of Babcock Street, a County roadway, situated between Hibiscus Boulevard and Apollo Boulevard.

A public hearing of the proposed ordinance will be held on two separate occasions before City Council as required under Florida Statute 166.041. The Ordinance will be brought before Council for first reading on November 28, 2017 at 6:30 p.m., or as soon thereafter as may be determined by Council. A second

reading of the proposed ordinance will be heard on December 12, 2017 at 6:30 p.m., or as soon thereafter as may be determined by Council. The meetings will be held at Melbourne City Hall, Council Chamber located at 900 East Strawbridge Avenue.

Please let us know if you have any questions or comments related to the proposed plan amendment. Written comments may be directed to the City Clerk and will be incorporated into the record, or you may attend the meeting and make oral comments.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by the committee with respect to any matter considered at this meeting, he will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Planning and economic Development Office (321) 608-7500 at least 24 hours prior to the meeting.

If you have any questions or concerns, please contact Doug Dombroski, Economic Development Manager, at (321) 608-7510 in advance of the meeting.

Sincerely,



Cindy Dittmer
Community Development Director

cc: Michael McNees, City Manager
Shannon Lewis, Deputy City Manager
Alison Dawley, City Attorney