



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

8/25/2020

Subject:

Approval Re: Disbursement of Educational Facilities Impact Fees (Districts 1 - 5).

Fiscal Impact:

Disbursements to the School Board in the amount of \$21,055,267 were budgeted for FY19/20. Previously, the Board of County Commissioners has approved disbursements totaling \$10,556,082.80. Together with the previous disbursements, the requested disbursement would use 91.7% of the budgeted amount. This money has already been collected and deposited in the Educational Facilities Impact Fee Trust Funds. Therefore, no additional fiscal impacts are anticipated to result from this disbursement. The Board of County Commissioners has the sole authority to impose Educational Facilities Impact Fees on new development countywide and chose to do so beginning in September 2004. All Educational Facilities Impact Fees, less actual administrative costs, are transferred in full to the School Board of Brevard County for expenditure.

Dept/Office:

Planning and Development Department

Requested Action:

It is requested that the Board of County Commissioners authorize the disbursement of educational facilities impact fees in the amount of \$9,196,434.91 to the School Board of Brevard County in accordance with the terms of the interlocal agreement and authorize the Budget Office to execute any budget changes required to implement this disbursement.

Summary Explanation and Background:

On July 13, 2020 the Impact Fee Advisory Committees for both of the Educational Facilities Impact Fee Benefit Districts met and adopted project funding recommendations for consideration by the School Board. The Impact Fee Advisory Committees consist of one representative from each of the following: School Board, Brevard County and each municipality within the Benefit District that has entered into an interlocal agreement with the County to participate in the Educational Facilities Impact Fee program. The Impact Fee Advisory Committees generally meet quarterly to make recommendations regarding the use of the impact fees that have been collected during the prior fiscal quarter.

The School Board approved the funding recommendations on July 30, 2020.

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

August 26, 2020

M E M O R A N D U M

TO: Tad Calkins, Planning and Development Director


RE: Item F.7., Approval of Disbursement of Educational Facilities Impact Fees

The Board of County Commissioners, in regular session on August 25, 2020, authorized the disbursement of Educational Facilities Impact Fees in the amount of \$9,196,434.91 to the School Board of Brevard County in accordance with the terms of the Interlocal Agreement; and authorized the Budget Office to execute any Budget Change Requests necessary for implementing this disbursement.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Clerk to the Board

/sm

cc: Budget
Finance

School Board of Brevard County

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



July 31, 2020

Frank Abbate, Brevard County Manager
Brevard County Government Offices
2725 Judge Fran Jamieson Way, Building C
Viera, FL 32941

RE: Request #17 for Transfer of Educational Facilities Impact Fees

Dear Mr. Abbate,

Please transfer Educational Facilities Impact Fees collected through June 30, 2020, in the amount of \$9,196,434.91 to the School District as recommended by the Educational Facilities Impact Fee Benefit District Advisory Committees at their meeting on July 13, 2020 and approved by the School Board at its meeting on July 30, 2020. I have attached a copy of the Board Agenda Item #17 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,


Susan Hann, P.E.
Assistant Superintendent, Facilities Services

Enclosure: Agenda Item #17 Educational Impact Fees; 07-30-2020 School Board Meeting on Thursday, July 30, 2020

Copy w/ attachments (via e-mail):

Dr. Mark Mullins
Cynthia Lesinski
Jo Ann Clark
Steve Swanke (Brevard County Planning & Zoning)
David Lindemann, AICP, Director of Planning & Project Management

Susan Hann, P.E.
Assistant Superintendent / Facilities Services
Phone: (321) 633-1000 x11450 • FAX: (321) 633-4646



July 30, 2020 School Board Meeting and Tentative Budget Hearing

Title

Educational Facilities Impact Fee Allocation

Meeting Date(s)

Consent w/o Information - 07/30/2020

Consent Type

Without Information

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.

The funds may be used on capacity projects identified in the District's Annual Educational Facilities Work Program. 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 that includes the School Board, County and applicable municipal representatives. 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 School Board most recently approved the recommendations for the educational facilities impact fee revenue through December 31, 2019 at the February 11, 2020 School Board Meeting.

Board action requested allocates the impact fee revenue collected through June 30, 2020. The Impact Fee Benefit District Advisory Committees met on July 13, 2020. The Committees' recommendations for new educational facilities impact fees through June 30, 2020 are attached to this agenda memo and are summarized as follows:

• South Area Elementary School	\$896,348.77
• Central Area Secondary Capacity	\$2,500,000.00
• South Elementary Capacity	\$2,500,000.00
• North Elementary Capacity	\$1,500,086.14
• North Area Debt Service	\$400,000.00
• South Area Debt Service	\$1,400,000.00

The Five-Year Work Plan includes educational facilities impact fee funding and project schedules for capacity projects. These projects are included in the Work Program approved by the Board in April 2020.

- South Area Elementary School (location TBD) budgeted for design in FY2023-24.
- Central Area Secondary Capacity project budgeted for design in FY2020-2021 and construction in FY2021-2022. The location, scope, and timing of this project will be determined through collaboration with Leading and Learning and future Board direction to staff. Given the budget available, only a modest classroom addition could be considered for construction in FY2021-2022.
- North Area Elementary Capacity project budgeted for design in FY2020-2021 and construction in FY2021-2022. The location, scope, and timing of this project will be determined through collaboration with Leading and Learning and future Board direction to staff. Given the budget available, only a modest classroom addition could be considered for construction in FY2021-2022.

The South Area Elementary Capacity project will need to be added to the Five Year Work Program. Elementary classroom addition(s) would be the intended use of these funds in location(s) determined in collaboration with Leading and Learning.

Once school resumes in the fall the Planning Team will work with Leading and Learning to analyze current and projected enrollment relative to capacity. The team will be making specific recommendations to the School Board as to the location and timing of any new school capacity projects.

When using educational impact fees to pay debt for prior construction of student stations, the debt must be related to a project within the impact fee benefit district from which the fees were collected. The Finance Department has confirmed that the proposed use of the funds is in compliance with this requirement. The proposed FY 21 budget allocates approximately \$35 million of the District's capital revenue for debt service. Previous educational facilities impact fee allocation cycles have included a partial allocation towards debt service in compliance with Florida Statutes and the Interlocal Agreement. Capital funds can then be used to offset the loss of Public Education Capital Outlay (PECO) funds that were allocated to charter schools by the Florida Legislature for FY 2020 (\$1.6 million) and applied to other capital projects. PECO funds were previously used for painting and corrosion control, safety to life and replace at failure.

Recommendation

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

Authorize the Superintendent, or designee, to request Brevard County disburse the Educational Impact Fees available through June 30, 2020.

Approve utilizing \$1.6 million in capital funds to offset the loss of Public Education Capital Outlay (PECO) funds.

Authority for Action

F.S. 1001.42 and Interlocal with Brevard County

Involves Expenditure of Funds Directly in the Classroom

No

Source of Funding

Agenda Item will not Require the Expenditure of Funds

Financial Impact

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program

Legal Counsel Review

No

Contact

Susan Hann, P.E., Assistant Superintendent Facilities Services 321 633-1000 ext. 11446 David Lindemann, AICP, Director of Planning & Project Management 321-633-1000, ext. 11463

Attachments

[Amended Interlocal Agreement - Recorded 2019-04-22.pdf](#)

[Impact Fee Benefit District Advisory Committee Recommendations 2020-06-30.pdf](#)





Office of the City Clerk
65 Stone Street | Cocoa, FL 32922
Phone: (321) 433-8480 | Fax: (321) 433-8455

June 14, 2021

Jeffrey Ball, AICP
PLANNING & DEVELOPMENT DEPARTMENT
Planning and Zoning Manager
2725 Judge Fran Jamieson Way, Building A-114
Viera, Florida 32940

Re: First Amended and Restated Transportation Impact Fee Trust Fund Disbursement Agreement

Dear Mr. Ball:

Enclosed is a fully executed Agreement as referenced above by the City of Cocoa. This was approved by the Cocoa City Council on 6/8/2021. Please have the agreement executed on the County's behalf and return a fully executed agreement back to my attention at your earliest convenience. The original agreement required recording, and if this one does as well, please go ahead and have it recorded. If you cannot, I can do so when it is returned to me, but I will need the original.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

**FIRST AMENDED AND RESTATED TRANSPORTATION IMPACT FEE TRUST FUND
DISBURSEMENT AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
and
COCOA, FLORIDA**

This First Amended and Restated Transportation Impact Fee Trust Fund Disbursement Agreement is made by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners and **COCOA, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY".

WHEREAS, Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances as may be amended provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds; and

WHEREAS, pursuant to interlocal agreement dated February 12, 1991, incorporated herein by this reference, the COUNTY and CITY have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds; and

WHEREAS, COUNTY is desirous of disbursing TIFT Funds to CITY and as administrator for the Program, COUNTY desires to obtain the assurances from CITY and CITY so assures COUNTY, that CITY will comply with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to CITY; and

WHEREAS, the parties previously executed a Transportation Impact Fee Trust Fund Disbursement Agreement dated November 10, 2020 which was recorded in the official records of Brevard County at OR/Book 8971 and Page 2387; and

WHEREAS, the parties now desire to amend and restate the terms of that Transportation Impact Fee Trust Fund Disbursement Agreement in order to amend the amount of funding for the Project as more particularly contained herein; and

WHEREAS, this First Amended and Restated Transportation Impact Fee Trust Fund Disbursement Agreement amends, restates and replaces entirely the Transportation Impact Fee Trust Fund Disbursement Agreement dated November 10, 2020.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE 1. RECITALS.

1.1 The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

ARTICLE 2. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- 2.1 **ASSURANCES:** means those assurances made by CITY to COUNTY specifically set forth in this Agreement.
- 2.2 **IMPACT FEE PROGRAM OR PROGRAM:** means the Transportation Impact Fee Program as contained in Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Ordinances of Brevard County, Florida, as may be amended.
- 2.3 **INTERLOCAL AGREEMENT:** means the Agreement between Brevard County, Florida, and the City of Cocoa, Florida, dated February 12, 1991, providing for participation in the Brevard County Transportation Impact Fee Program.
- 2.4 **PROGRAM INTEREST:** means the interest generated from TIFT funds after receipt by CITY.
- 2.5 **PROJECT(S):** means the project or projects set forth in Article 3 hereof, and Exhibit "A" entitled "Project Description".
- 2.6 **TIFT FUNDS:** means the Transportation Impact Fee Trust and the monies given to CITY pursuant to the terms of this Agreement.

ARTICLE 3. PROJECT(S). CITY hereby agrees to provide and implement the following eligible Project(s):

- 3.1 Design of pedestrian improvements and associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street in the City of Cocoa at a cost of \$65,000.00. Project(s) is (are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof. Payment shall be made from the Central Mainland TIFT Fund.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT.

- 4.1 The amount payable by COUNTY under this Agreement shall be \$65,000.00.

- 4.2 Following the execution of this Agreement, the COUNTY Planning and Development Department Director or designee shall provide written notice to the COUNTY Finance Department for the disbursement of TIFT Funds in the amount of \$65,000.00.

ARTICLE 5. RECORDS.

- 5.1 The COUNTY and the CITY 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.
- 5.2 CITY hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the CITY which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 5.3 If CITY has awarded a contract to an independent contractor to perform Project(s) services, CITY shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.
- 5.4 CITY agrees to furnish to the COUNTY Planning and Development Department Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

ARTICLE 6. ASSURANCES.

- 6.1 CITY hereby agrees to comply with all state and local laws, ordinances, and codes and regulations applicable to the expenditure of the TIFT Funds. Any conflict or inconsistency between state or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 6.2 CITY agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article 8. An administrative extension, if requested prior to expiration, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed one hundred eighty days if just cause is shown.
- 6.3 CITY agrees to complete each project identified in this Agreement. In the event TIFT Funds are not sufficient, the CITY may submit to the COUNTY a request for additional revenue from the TIFT Funds. However, if additional revenue is not

provided pursuant to that request, the City agrees to utilize its independent resources to complete project.

- 6.4 CITY hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.
- 6.5 CITY agrees to return to the Department the unexpended TIFT Funds no later than sixty days following the expiration date in Article 8 or within sixty days following the expiration of an administrative extension under Section 6.3, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. This section shall not require the CITY to return to the COUNTY custody or control of any TIFT Funds which have been contractually committed for expenditure by the CITY within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the CITY's use of which is an issue in any pending litigation involving the CITY. An administrative extension for the return of funds, if requested prior to the sixty-day expiration period, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed sixty days, if just cause is shown.
- 6.6 Program interest generated as a result of receipt of TIFT Funds may be retained by CITY, provided that this interest shall be added to TIFT Funds committed to the Project(s) by the CITY and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of the South Mainland within the time periods provided in Section 6.6.
- 6.7 CITY hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. Revenues shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement dated February 12, 1991.
- 6.8 CITY hereby agrees to submit to the COUNTY Planning and Development Department within sixty (60) days of the completion of each Project(s), as set out in Article 3, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

ARTICLE 7. INDEMNIFICATION.

7.1 CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses,

accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the CITY's performance under this Agreement or the CITY's failure to perform any obligation or undertaking as set forth in this Agreement. The CITY acknowledges that specific consideration has been given for this indemnity provision.

ARTICLE 8. TERM OF AGREEMENT.

8.1 This Agreement shall commence on the day the COUNTY Planning and Development Director provides written Notice to COUNTY Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

ARTICLE 9. TERMINATION.

- 9.1 If, through any cause, CITY fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to CITY of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If just cause is shown prior to termination, the COUNTY Planning and Development Department Director may specify in writing the actions that must be taken by CITY and a reasonable date for compliance; as a condition to avoid termination. In no event can the Agreement term be extended beyond the periods provided in this Agreement without amendment to the Agreement executed by both parties.
- 9.2 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 CITY with TIFT Funds under this Agreement shall be provided to COUNTY.
- 9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event CITY or COUNTY terminates the Agreement, CITY shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.

ARTICLE 10. INDEPENDENT CONTRACTOR.

10.1 CITY is an independent contractor under this Agreement. Services provided by CITY are subject to supervision by CITY and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

10.2 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 CITY, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.

ARTICLE 11. ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED.

11.1 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. This Agreement does not supersede Interlocal Agreement dated February 12, 1991 as amended from time to time.

ARTICLE 12. NOTICES.

12.1 Notice under this Agreement shall 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 article.

COUNTY: Director
Planning and Development Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

CITY: City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

ARTICLE 13. AMENDMENTS.

13.1 COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and the Chair of the Board of County Commissioners shall have the authority to execute any amendment contemplated under this section. Such amendment will not affect specific activities commenced under this agreement prior to amendment which were in compliance at the time of commencement. CITY shall be notified pursuant to Article 12 and such notification shall constitute an official amendment. 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.

ARTICLE 14. CONFLICT OF INTEREST.

14.1 CITY covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) 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 CITY or its employees shall be disclosed in writing to the Planning and Development Department.

ARTICLE 15. SEVERABILITY.

15.1 If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

ARTICLE 16. GOVERNING LAW.

16.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

ARTICLE 17. VENUE.

17.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

ARTICLE 18. ATTORNEY'S FEES.

18.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the last day written below.

ATTEST:

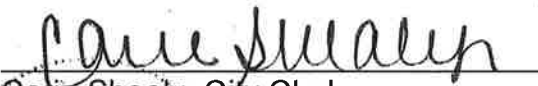

Rachel M. Sadoff, Clerk

**BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

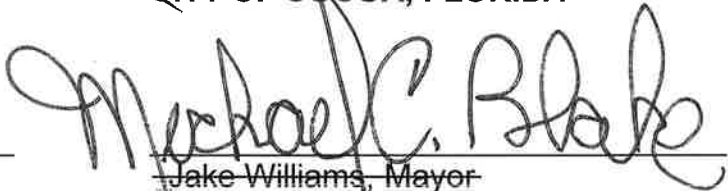

Rita Pritchett, Chair

As approved by the Board of County Commissioners
on August 25, 2020.

ATTEST:


Carrie Shealy, City Clerk

CITY OF COCOA, FLORIDA

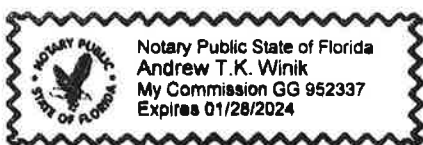

~~Jake Williams, Mayor~~
Michael C. Blake, Mayor

Date: June 8, 2021



STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization this 10th day of July, 2021 by Rita Pritchett, Chair 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.



[Signature]
NOTARY PUBLIC - State of Florida
My commission expires: _____

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization this 8 day of June, 2021 by C. Blake Williams, Mayor of the City of Cocoa, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

[Signature]
NOTARY PUBLIC - State of Florida
My commission expires: 6.16.24



MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

EXHIBIT "A"

PROJECT(S) DESCRIPTION

The project to be funded by this disbursement agreement is:

This project encompasses all engineering related design work necessary to construct pedestrian improvements along Aurora Street from State Road 520 to Jackson Street and specifically includes the design of all necessary stormwater improvements to implement the pedestrian improvements.

From Central Mainland TIFT Fund.

EXHIBIT "B"

FINAL ACCOUNTING FOR PROJECT

Project Name: Aurora Street Pedestrian Improvements
From Central Mainland TIFT Fund

Date	Activity	Check #	Impact Fee Deposit	Project Expense	Program Interest	Unexpended funds
00/00/00						
Totals						

* Based on SBA Interest Rate applicable to each month.

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

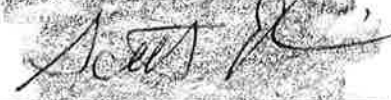
- 15.1 This agreement may be executed in several counterparts, each of which shall be deemed an original.

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**


KRISTINE ISNARDI

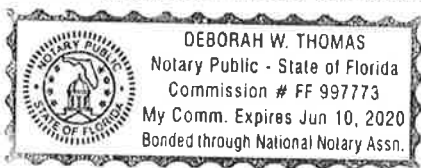
ATTEST:



Scott Ellis, Clerk

As approved by the Board of County Commissioners on:

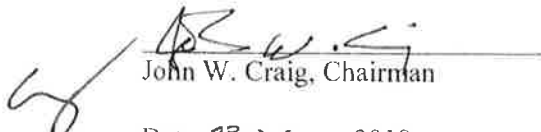
STATE OF FLORIDA
County OF BREVARD

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**

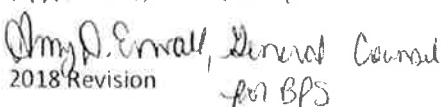

John W. Craig, Chairman
Date: 23 OCT, 2018

ATTEST:

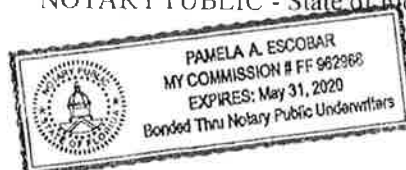

Mark W. Mullins, Ed.D, Superintendent

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 AS TO FORM:

Amy D. Enwall, General Counsel
2018 Revision for BPS


NOTARY PUBLIC - State of Florida

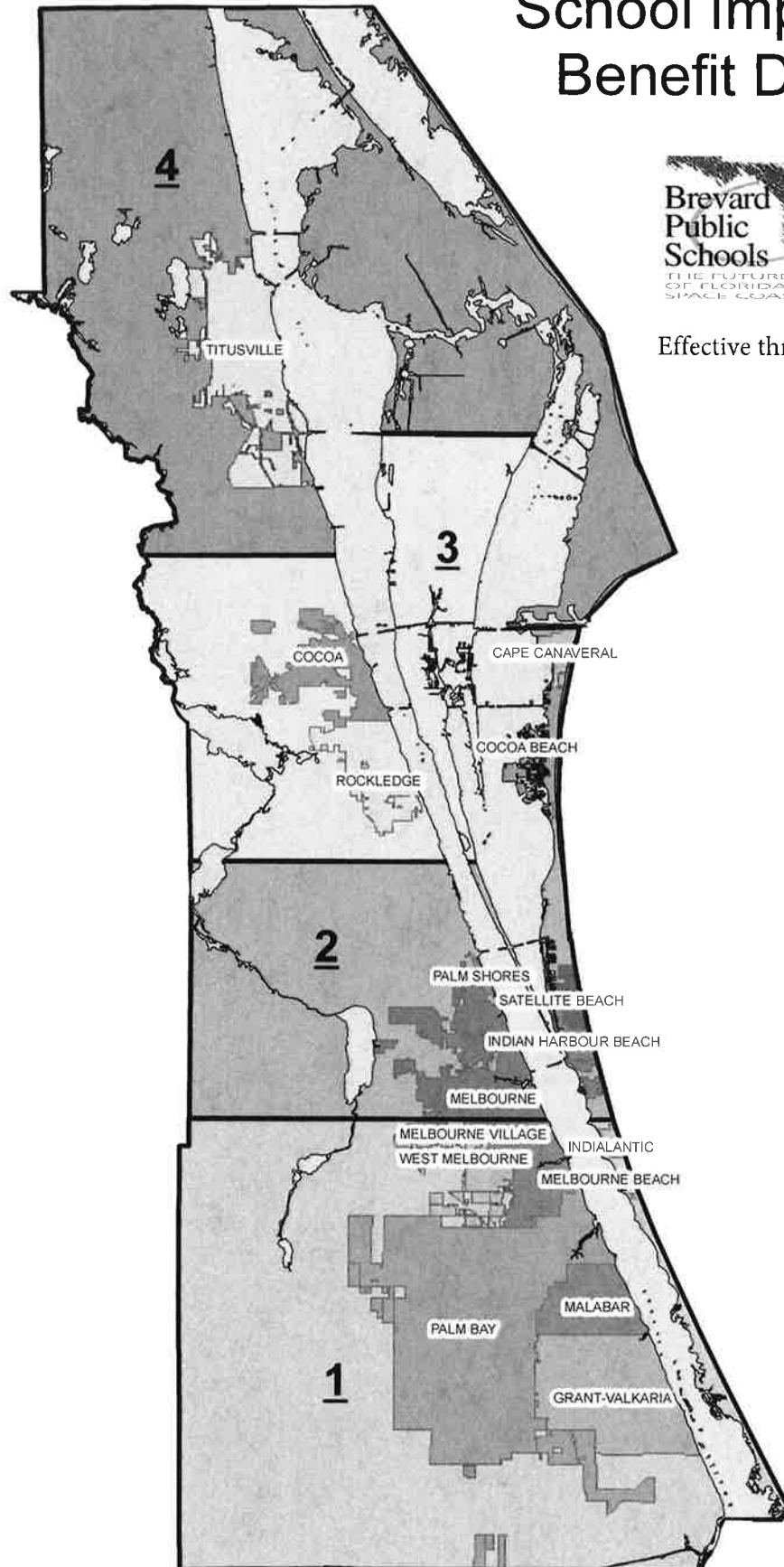


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School Impact Fee Benefit Districts



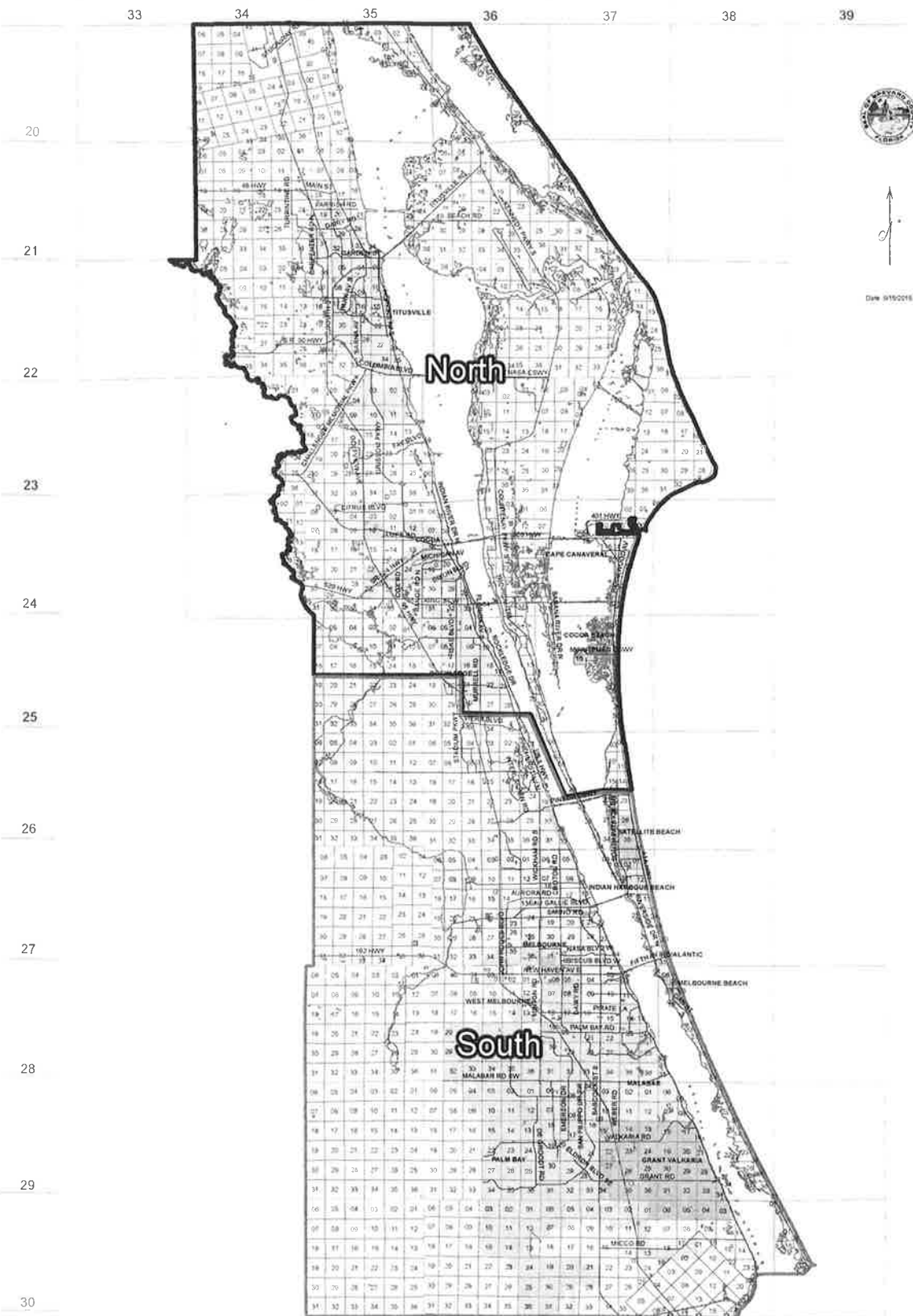
Effective through January 1, 2017



Prepared By:
Rick Bellanger and
Jay Standard
Facility Services
11 Apr 2011

Brevard County

Effective January 2, 2017



Summary of All Recommendations - IFBDAC Meeting #17 - 7/13/2020

Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 (amounts provided by Brevard County):

Benefit District	Impact Fees Available (1/1/2020 - 6/30/2020)	IFAC Meeting	Amount Recommended	Project Recommended
1	\$0.00	7/13/2020	\$0.00	
2	\$0.00	7/13/2020	\$0.00	
3	\$0.00	7/13/2020	\$0.00	
4	\$0.00	7/13/2020	\$0.00	
South	\$7,296,348.77	7/13/2020	\$896,348.77	South Area ES
South		7/13/2020	\$2,500,000.00	Central Area Secondary
South		7/13/2020	\$2,500,000.00	South Elementary Capacity
South		7/13/2020	\$1,400,000.00	Debt
North	\$1,900,086.14	7/13/2020	\$1,500,086.14	North Elementary Capacity
North		7/13/2020	\$400,000.00	Debt
Total	\$9,196,434.91		\$9,196,434.91	

Information about the new School Board interest available through 6/30/2020 (Accrued from 1/1/2020 through 6/30/2020) is not available at the time of this meeting. We will allocate those funds at the next meeting:

Benefit District	SB Interest Unallocated 10/1/2019 to 12/31/2019	IFAC Meeting	Amount Recommended	Project Recommended
1	TBD	7/13/2020	\$0.00	
2	TBD	7/13/2020	\$0.00	
3	TBD	7/13/2020	\$0.00	
4	TBD	7/13/2020	\$0.00	
South	TBD	7/13/2020	\$0.00	
North	TBD	7/13/2020	\$0.00	
Total			\$0.00	



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #17
July 13, 2020
BENEFIT DISTRICT NORTH**

RECOMMENDATION 1	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on North Elementary capacity:	\$1,500,086.14	
Brevard County / Amanda Elmore		Yes
Cape Canaveral / David Dickey		Absent
Cocoa / Dodie Selig		Absent
Cocoa Beach / Susanne Ryan		Absent
Rockledge / Alix Bernard		Yes
Titusville / Peggy Busacca		Yes
Brevard Public Schools / Susan Hann		Yes

RECOMMENDATION 2	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on debt service:	\$400,000	
Brevard County / Amanda Elmore		Yes
Cape Canaveral / David Dickey		Absent
Cocoa / Dodie Selig		Absent
Cocoa Beach / Susanne Ryan		Absent
Rockledge / Alix Bernard		Yes
Titusville / Peggy Busacca		Yes
Brevard Public Schools / Susan Hann		Yes



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #17
July 13, 2020
BENEFIT DISTRICT SOUTH**

RECOMMENDATION 1	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on South Area Elementary School:	\$896,348.77	
Brevard County / Amanda Elmore		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / Mark Ryan		Absent
Malabar / Matt Stinnett		Yes
Melbourne / Todd Corwin		Yes
Palm Bay / Laurence Bradley		Yes
Satellite Beach / Courtney Barker		Absent
West Melbourne / Christy Fischer		No
Brevard Public Schools / Susan Hann		Yes

RECOMMENDATION 2	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on Central Area Secondary:	\$2,500,000.00	
Brevard County / Amanda Elmore		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / Mark Ryan		Absent
Malabar / Matt Stinnett		Yes
Melbourne / Todd Corwin		Yes
Palm Bay / Laurence Bradley		Yes
Satellite Beach / Courtney Barker		Absent
West Melbourne / Christy Fischer		Yes
Brevard Public Schools / Susan Hann		Yes



**EDUCATIONAL IMPACT FEE
ADVISORY COMMITTEE MEETING #17
July 13, 2020
BENEFIT DISTRICT SOUTH**

RECOMMENDATION 3	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on South Elementary Capacity:	\$2,500,000.00	
Brevard County / Amanda Elmore		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / Mark Ryan		Absent
Malabar / Matt Stinnett		Yes
Melbourne / Todd Corwin		Yes
Palm Bay / Laurence Bradley		Yes
Satellite Beach / Courtney Barker		Absent
West Melbourne / Christy Fischer		No
Brevard Public Schools / Susan Hann		Yes

RECOMMENDATION 4	AMOUNT	VOTE
Recommend use of new impact fees accrued from 1/1/2020 through 6/30/2020 for use on debt service:	\$1,400,000.00	
Brevard County / Amanda Elmore		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Absent
Indian Harbour Beach / Mark Ryan		Absent
Malabar / Matt Stinnett		Yes
Melbourne / Todd Corwin		Yes
Palm Bay / Laurence Bradley		Yes
Satellite Beach / Courtney Barker		Absent
West Melbourne / Christy Fischer		Yes
Brevard Public Schools / Susan Hann		Yes



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Cons

F.7.

2/23/2021

Subject:

Approval RE: Transportation Impact Fee Technical Committee for the Central Mainland Benefit District Project Funding Recommendations (District)

Fiscal Impact:

FY20/21: The transportation impact fees that will fund these project recommendations were collected prior to January 1, 2021 and are currently budgeted as Reserves for Capital Outlay in the amount of \$3,478,125. If approved, \$15,000.00 in Reserves will be re-budgeted as Grants and Aid to be disbursed to the City of Cocoa. The transportation impact fees collected in the City of Cocoa (\$1,257,578.47), City of Rockledge (\$1,214,826.56) and Town of Palm Shores (\$13,236.90) will continue to be held in reserve pending identification of eligible projects.

Dept/Office:

Planning and Development Department

Requested Action:

It is requested that the Board of County Commissioners consider approval of the project funding recommendations in the amount of \$215,000.00 as prepared by the Technical Advisory Committee for the Central Mainland Benefit District on February 4, 2021; and if approved, authorize the Chair to execute the Transportation Impact Fee Disbursement Agreement with the City of Cocoa; and authorize the Budget Office to execute any budget change requests necessary for implementing these appropriations.

Summary Explanation and Background:

The Technical Advisory Committee for the Central Mainland Benefit District met on February 4, 2021 and unanimously adopted the project funding recommendations itemized below. The Technical Advisory Committee for the Central Mainland Benefit District consists of one representative from the City of Cocoa, Town of Palm Shores, City of Rockledge and Brevard County.

Project Funding Recommendations:

1. Return \$41,885.00 in unexpended impact fees from the Murrell Road Right Turn Lane project;
2. Return \$49,687.00 in unexpended impact fees from the Holiday Springs Right Turn Lane project;
3. Return \$10,893.00 in unexpended impact fees from the Murrell Road Turn Lane project;
4. Return \$97,535.00 in unexpended impact fees from the Wickham Road Intelligent Transportation System project;
5. Appropriate \$200,000.00 for the Wickham Road at Deer Lakes Drive Intersection Improvements

project. The project may include closure of the median on Wickham Road; construction of a turn lane on Wickham Road; or contribution towards a City of Melbourne or Developer administered project;

6. Appropriate an additional \$15,000.00 for design of pedestrian improvements including associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street to be administered by the City of Cocoa;
7. Reserve \$1,257,578.47 for future projects in the City of Cocoa;
8. Reserve \$13,236.90 for future projects in the Town of Palm Shores;
9. Reserve \$1,214,826.56 for future projects in the City of Rockledge;

Clerk to the Board Instructions:

Upon approval and execution of the Transportation Impact Fee Disbursement Agreement with the City of Cocoa, Planning and Development will provide the original document to the Clerk for execution on behalf of Brevard County. The fully executed original should be returned to Planning and Development for recording in the Public Records.