

Add-on
V.C.



AGENDA REPORT
May 22, 2018

SUBJECT:

Unforeseen Drainage Repair - Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, Florida dated 11 January 2018

DEPT/OFFICE:

County Manager

REQUESTED ACTION:

Request Board of County Commissioners approve this amendment to the Babcock CRA Interlocal to extend the CRA Termination Date by One year to September 9, 2024 in order to provide funding to perform repairs to the drainage system underneath the portion of S. Babcock Street that is being transferred to the City of Melbourne. Additionally, request Board of County Commissioners approve the attached Resolution extending the Babcock CRA for one additional year.

SUMMARY EXPLANATION and BACKGROUND:

- On 11 January 2018, the Brevard County Board of County Commissioners, the City of Melbourne, and the City of Melbourne Babcock Street Community Redevelopment Agency had all executed the Interlocal Agreement Regarding the Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, Florida.
- The attached agreement amends the January 11, 2018 agreement.
- On inspection of the drainage system underneath South Babcock Street, the City discovered that the drainage system is in need of rehabilitation before South Babcock can be rehabilitated. The County discussed the City's findings and concur that this is a necessary item.
- Extension of the CRA by one year to September will provide adequate funding for the rehabilitation.

CLERK TO THE BOARD INSTRUCTIONS:

Exhibit: Amended Agreement; resolution to extend CRA;

ATTACHMENTS:

- | Description |
|--------------------------|
| ▢ Resolution for Babcock |

REVIEWERS:

Department	Reviewer
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No Reviewers Available

V.C.



**AGENDA REPORT
May 22, 2018**

*** Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer
of a Portion of South Babcock Street, Melbourne, Florida**



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- The attached agreement amends the January 11, 2018 agreement.
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CLERK TO THE BOARD INSTRUCTIONS:

Exhibit: Amended Agreement; resolution to extend CRA;

ATTACHMENTS:

Description

- **Resolution for Babcock**
- **Final 1st Amendment Babcock Interlocal**



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 23, 2018

MEMORANDUM

TO: Andrew Holmes, Public Works Director

RE: Item V.C., Resolution and Amendment to Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, dated January 11, 2018

The Board of County Commissioners, in regular session on May 22, 2018, adopted Resolution No. 18-080, and executed Amendment to Interlocal Agreement with City of Melbourne and City of Melbourne Babcock Street Community Redevelopment Agency extending the CRA termination date by one year to September 9, 2024, in order to provide funding to perform repairs to the drainage system underneath the portion of South Babcock Street that is being transferred to the City of Melbourne. Enclosed are a fully-executed Resolution and executed Amendment to Interlocal Agreement.

Upon execution by all parties, please return a fully-executed Amendment 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. (2)

cc: County Manager

RESOLUTION NO. 2018- 080

RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING COUNTY RESOLUTION 97-187 AND RESOLUTION 2017-234 TO GRANT A ONE YEAR EXTENSION OF BABCOCK STREET COMMUNITY REDEVELOPMENT AGENCY IN SUPPORT OF DRAINAGE EFFORT

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 COUNTY, CITY, and CRA recognize the need for rehabilitation of the stormwater drainage system by the CITY before the South Babcock Street Road Rehabilitation Project can begin; and

WHEREAS, the full scope of the need for rehabilitation of the underlying stormwater drainage system was unknown at the time the parties executed the Babcock Street Interlocal Agreement; and

WHEREAS, the COUNTY, the CITY and the CRA are in the process of enacting an amendment to the South Babcock Street Interlocal Agreement to accommodate the rehabilitation of the underlying Babcock drainage system in an amicable and expeditious manner in order to create a necessary foundation for the rehabilitation of South Babcock Street;

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, 2024. 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" dated January 11, 2018, 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 22 day of May, 2018 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST



SCOTT ELLIS, CLERK

By: 

Rita Pritchett, Chair

As approved by the Board on May 22, 2018

Office of City Clerk
City of Melbourne
900 E. Strawbridge Avenue
Melbourne, Florida 32901

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

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING REHABILITATION AND TRANSFER OF A PORTION OF SOUTH BABCOCK STREET, MELBOURNE, FLORIDA (this "Amendment") is entered into on the date the last party executes this agreement, 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 CITY, COUNTY and the CRA entered into that certain Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street that was formally executed by all parties on January 11, 2018 and recorded on January 12, 2018 in Official Records Book 8068, Page 2637 of the public records of Brevard County (the "Original Agreement"); and

WHEREAS, the Original Agreement provides that the County agrees to the extension of the CRA, the CRA acceptance of the reconstruction and rehabilitation of Babcock Street between Hibiscus Boulevard and Apollo Boulevard as a CRA project, the transfer of the ownership and maintenance responsibilities of a portion of Babcock to the CITY, and the institution of specific requirements on the CRA's use of County Tax

Increments; and

WHEREAS, upon inspection of the underlying stormwater drainage system serving Babcock Street by the CITY, the CITY discovered that some rehabilitation work needs to be accomplished before the Construction Project can begin; and

WHEREAS, the full scope of the need for rehabilitation of the underlying stormwater drainage system was unknown at the time the parties executed the Babcock Street Project agreement; and

WHEREAS, all parties desire to accomplish the rehabilitation of the underlying Babcock drainage system in an amicable and expeditious manner in order to create a necessary foundation for the rehabilitation of South Babcock Street;

NOW, THEREFORE, the parties mutually agree as follows:

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

2. **MODIFICATIONS TO THE ORIGINAL AGREEMENT**. Notwithstanding anything to the contrary set forth in the Original Agreement, the following modifications shall apply:

(a) **CRA Termination Date**. Paragraph 2.e. is modified as follows:

[***]

"CRA Termination Date" means September 9, ~~2023~~ 2024.

[***]

(b) **Closing conditions**. Paragraph 14, line (vi) is amended to read:

[***]

And (vi) the parties understand and agree that the "First Amendment of the Interlocal Agreement Regarding Rehabilitation and Transfer of a Portion of South Babcock Street, Melbourne, Florida" is intended to provide funding for certain stormwater drainage work needed to restore the integrity of the existing drainage system serving Babcock Street but is not intended to modify the design or capacity of the existing drainage system. Accordingly, at Closing, the County will provide a statement that "Brevard County verifies that it is not aware of any deficiencies in the drainage design or capacity that would restrict the drainage system's ability to handle the drainage expected from the South Babcock Street construction project provided that

the construction does not result in an increase to the impervious surface area in the right of way." Verification that the County drainage can accommodate the drainage expected from the construction project.

[**]

(c) As the County has diligently searched and has not located any construction plans, paragraph 14. Line (iv) and (v) is deleted as follows:

[**]

~~(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;~~

[**]

(d) County obligations. Paragraph 5.e. of the Original Agreement shall be modified as follows:

[* * *]

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 2022-2023-2024.~~

[* * *]

(e) City obligations. Paragraph 6. of the Original Agreement shall be modified to add sub-paragraph h. as follows:

[* * *]

h. 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 2023-2024.

[* * *]

3. **DRAINAGE WORK.** The CITY agrees to perform work on the existing stormwater drainage system for Babcock Street, which work shall consist of pipe lining and inlet repair. The parties agree that the additional CRA TIF generated from the extension of the CRA Termination Date shall be used to pay for the cost of the drainage work. The parties understand and agree that the CRA and the CITY may negotiate the

Loan to include the cost of the drainage work. In the event the COUNTY is responsible for Unforeseen Costs associated with the Construction Project pursuant to paragraph 16 of the Original Agreement, the parties understand and agree that the COUNTY's share of Unforeseen Costs, as defined in paragraph 2.h. of the original agreement, shall be paid from the COUNTY portion of the CRA TIF arising from the extension of the CRA Termination Date set forth herein except to the extent allocated to the COUNTY's share (50%) of the cost of the drainage work.

4. **CRA PROJECT IDENTIFICATION.** The parties understand and agree that the extension of the CRA Termination Date requires a modification to the CRA plan. The CITY and the COUNTY further understand and agree that the CRA plan may not be amended absent the required public notice and opportunity for public comment and that any further obligations of this Amendment are subject to the conditions that (i) the CRA plan is so amended and (ii) the Loan is increased to include the estimated additional cost of the drainage work as set forth in this Amendment.

5. **NO FURTHER MODIFICATIONS.** Except to the extent expressly modified or amended by this Amendment, the Original Agreement shall remain unmodified and in full force and effect and is hereby ratified and affirmed. As used herein, underlined words indicate additions to existing text, and ~~stricken~~ words include deletions from existing text. Asterisks (* * *) indicate an omission from the text, which exists in the Agreements. It is intended that the omitted text of the Agreements denoted by the asterisks and not set forth in this Amendment shall remain unchanged from the language existing prior to adoption of this Amendment. To the extent of any inconsistency between the Amendment and the Original Agreement, the terms and conditions of this Amendment shall control.

6. **CAPITALIZED TERMS.** Any capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

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

[Signature page to follow.]

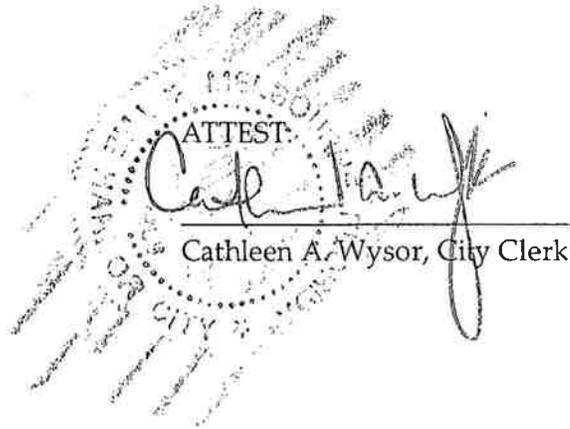
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on this the first date first above written.

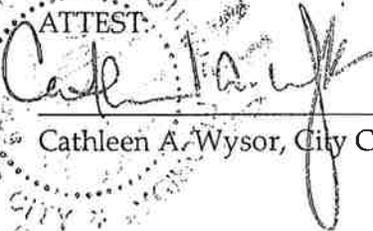
CITY OF MELBOURNE

By:



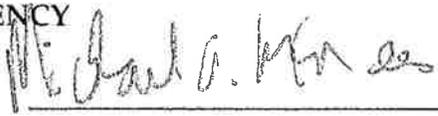
Michael A. McNeas
As City Manager



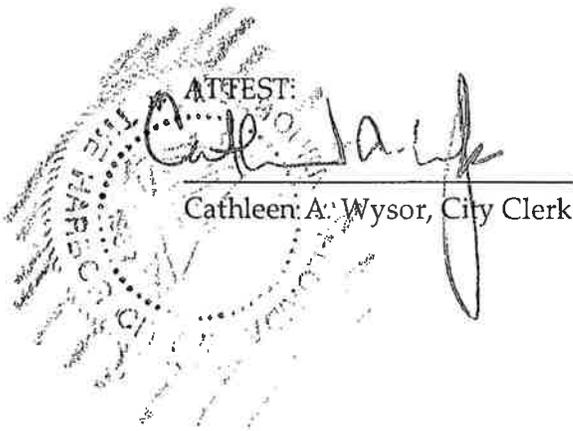
ATTEST:

Cathleen A. Wysor, City Clerk

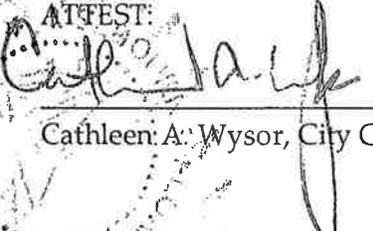
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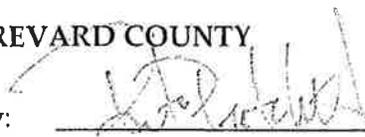
Michael A. McNeas
As City Manager



ATTEST:

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BREVARD COUNTY

By:



Rita Pritchett
As Chair

(as approved by the Board on
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[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. McNees
As City Manager

ATTEST:

Cathleen A. Wysor, City Clerk

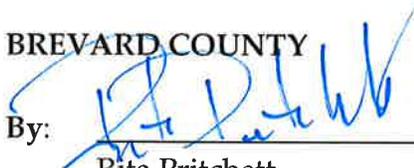
**CITY OF MELBOURNE BABCOCK STREET
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____
Michael A. McNees
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ATTEST:

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BREVARD COUNTY

By: 

Rita Pritchett
As Chair

(as approved by the Board on
~~May 22,~~ 2018)

ATTEST: 

Scott Ellis, Clerk