



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.1.

12/2/2025

Subject:

Board Direction on City of Melbourne’s Request to Amend the Interlocal Agreement Governing the Olde Eau Gallie Riverfront Community Redevelopment Agency - **This item was tabled from November 18, 2025 Board Meeting.**

Fiscal Impact:

The fiscal impact of the City of Melbourne’s proposed amendments to the Interlocal Agreement between the Board, the City of Melbourne, and Olde Eau Gallie Riverfront Community Redevelopment Agency is to authorize the Agency to incur debt of not to exceed \$12.075 million in principle from the Agency’s tax increment funds and not to exceed its termination date of September 30, 2038.

Dept/Office:

Central Services

Requested Action:

It is requested that the Board of County Commissioners (the Board) provide direction to staff regarding the proposed amendments submitted by the City of Melbourne to revise the Interlocal Agreement between the Board, City of Melbourne (the City), and the Olde Eau Gallie Riverfront Community Redevelopment Agency (the Agency):

- (1) Authorize staff to negotiate with the City of Melbourne regarding the City’s proposed amendments to the Interlocal Agreement, including:
 - a. Establish the parameters the Board is willing to negotiate with the City of Melbourne to revise the Interlocal Agreement adopted by the Board on May 4, 2021; and
 - b. Prepare revisions to the Resolution to reflect any renegotiated terms in the Modified Interlocal Agreement; and
 - c. Bring back the revised Interlocal Agreement and Resolution to the Board for consideration on December 16, 2025; or
- (2) Other action determined by the Board

Summary Explanation and Background:

Pursuant to Section 163.410, Florida Statutes, in any county which has adopted a home rule charter, the power to create and govern community redevelopment agencies shall be exercised exclusively by the county commission. However, a charter county commission may, in its discretion, delegate the exercise of these powers within the boundaries of a municipality to the governing body of such municipality.

On August 29, 2000, the Board adopted Resolution 2000-29, delegating to the City the authority to create the Olde Eau Gallie Riverfront Community Redevelopment Agency (the “Agency”). By the terms of Resolution

2000-29, the Agency was to terminate twenty-five (25) years later on August 29, 2025, unless extended by further action of the Board.

On May 4, 2021, the Board, the City, and the Agency entered an interlocal agreement (the Interlocal Agreement), consenting to certain amendments to the Board's delegation of power to the City, and, on July 6, 2021, the Board adopted Resolution 2021-083 to conform its grant of authority to the Interlocal Agreement. Resolution 2021-083 revoked many of the community redevelopment agency powers that had been delegated by the Board in 2000, and specifically provided as follows:

1. The sole Agency project is to be the construction of a parking garage in downtown Eau Gallie (the Project).
2. The termination date of the Agency was extended to September 30, 2038, or earlier if the Agency is able to complete the Project and satisfy all indebtedness related to the Project prior to September 30, 2038.
3. The Agency's authority to incur debt beyond twelve (12) months was revoked except for debt for the Project, which indebtedness (a) may not extend beyond September 30, 2038, (b) must be tax-exempt, and (c) may not exceed \$6.835 million in principal for the remaining term of the Agency.
4. For a period of fifty (50) years, the City and the Agency shall not charge parking fees for the public to park in the Project and shall reserve ninety (90) percent of the spaces in the Project for the public.

The City now asserts that, to accomplish the finance and the construction of the Project, the Interlocal Agreement must be amended. On August 14, 2025, the City submitted proposed amendments to the Interlocal Agreement. Following is a summary of changes that the City proposes to the current Interlocal Agreement:

1. The Project shall create at least two-hundred fifty (250) dedicated public parking spaces that are to be used as public parking for a period of fifty (50) years.
2. The City may undertake the Project:
 - a. pursuant to State of Florida law and City Code procurement processes for capital improvement projects; or
 - b. a public-private partnership project pursuant to State of Florida law and City Code procurement processes for a public-private partnership.
3. Should the Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the exclusive use of the private development.
4. The City estimates a capital investment of up to \$10.5 million for the Project whether through a City capital improvement project or through a capital contribution to a public-private partnership project.
5. The City and the Agency expect additional costs associated with the Project beyond the capital expenditures of \$10.5 million. The City seeks authorization to expend available Agency funds for eligible additional Project costs. The City requests authority to expend up to a total of \$12.075 million in Agency tax increment funds for capital expenditures and additional Project costs.
6. The City seeks authorization to charge for and enforce time limitations on public parking and to enforce penalties through fines and charges as adopted by the City Council, with such authorization to take effect no earlier than five (5) years after the Project is completed.
7. The City proposes that revenue from public parking charges will be set aside for capital maintenance

and annual operations and maintenance obligations of the parking garage.

Financial Condition of the Agency's Trust Fund: Based on the Agency's Financial Statement for FY 2023-24 and discussions with the City staff, as of September 30, 2025, the Agency's fund balance is estimated at \$5.6 million. The Agency will receive its FY 2025-26 tax increment funds from the County and the City totaling \$1,194,785 by December 31, 2025. Therefore, it is estimated that the Agency's Trust Fund has funding available to allocate to the Project and may reduce any debt that the Agency contemplates needing for this Project.

The following attachments are included:

1. The Interlocal Agreement Between City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County (approved by the Board on May 4, 2021).
2. Resolution No. 2021-083 (adopted by the Board on July 6, 2021).
3. City of Melbourne's Draft Proposed Revised and Restated Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County.

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

December 3, 2025

MEMORANDUM

TO: Kathy Wall, Central Services Director

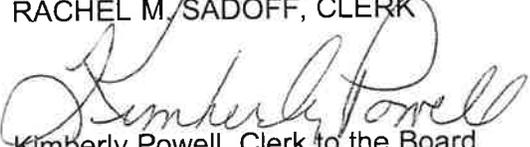
RE: Item I.1., Board Direction on City of Melbourne's Request to Amend the Interlocal Agreement Governing the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA)

The Board of County Commissioners, in regular session on December 2, 2025, directed staff to negotiate with the City of Melbourne regarding the City of Melbourne's proposed amendments to the Interlocal Agreement governing the Olde Eau Gallie Riverfront CRA starting with the following minimum parameters: no differential in fees, ending the CRA five years early (2033), dedicating 270 parking spaces to the public, 15 years at no charge followed by 10 years of fees dedicated strictly for maintenance fees, and consider the e-pass parking; authorized staff to prepare revisions to the Resolution to reflect any renegotiated terms in a modified Interlocal Agreement; and directed staff to bring back the revised Interlocal Agreement and Resolution to the Board.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

cc: County Attorney
County Manager
Finance
Budget

Kimberly Powell

From: Commissioner, D4 <D4.Commissioner@brevardfl.gov>
Sent: Wednesday, December 3, 2025 11:02 AM
To: Kimberly Powell
Cc: District 4 Commissioner Rob Feltner; Wines, Katie; Febro, Patricia
Subject: [EXTERNAL EMAIL]RE: Item I.1. Memo

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments, clicking links or responding to unknown senders.

Good morning Kim,
On behalf of Commissioner Feltner,

...starting with the following minimum parameters: no differential in fees, ending the CRA five years early (2033), dedicating 270 parking spaces to the public, 15 years at no charge followed by 10 years of fees dedicated strictly for maintenance fees, and consider the e-pass parking; authorized staff to prepare revisions to the Resolution to reflect any renegotiated terms in a modified Interlocal Agreement; and directed staff to bring back the revised Interlocal Agreement and Resolution to the Board.

Please let me know if our office can be of further assistance. Have a wonderful day.

Carol



Carol Mascellino
Chief of Staff
Commissioner Rob Feltner, District 4
PH: (321) 633-2044
Government Center
2725 Judge Fran Jamieson Way
Building C, Suite 214
Viera, Florida 32940
www.brevardfl.gov

Please note: Florida has a very broad public records law. Most written communications to and from the offices of elected officials are public records available to the public and media upon request. Your email communications may, therefore, be subject to public disclosure.

From: Kimberly Powell <Kimberly.Powell@brevardclerk.us>
Sent: Wednesday, December 3, 2025 8:46 AM
To: Commissioner, D4 <D4.Commissioner@brevardfl.gov>
Subject: Item I.1. Memo

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good Morning,

Please review the language on the attached draft Memo and let me know if this captures the intent of the motion made by the Commissioner.

Thank you for assistance in this matter,
Kim

*Clerk to the Board of County Commissioners
and Value Adjustment Board
Telephone: 321-637-2001*



RACHEL M. SADOFF
CLERK OF THE CIRCUIT COURT & COMPTROLLER
BREVARD COUNTY, FLORIDA

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**INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE,
OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY AND
BREVARD COUNTY**

THIS INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901(hereinafter "the CITY"), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the AGENCY"), 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 AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a parking garage pursuant to section 163.370(2)(c)3. Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY's community redevelopment goals; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways.

NOW, THEREFORE, the Parties mutually agree as follows:

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

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 section 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 or dependent special districts in behalf of which the County levies taxes or approves a budget to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the tax increment fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

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

4. **AGENCY TERMINATION DATE.** The AGENCY currently terminates on August 29, 2025. In order to facilitate the construction of the parking garage, within 90 days of the execution of this agreement, the COUNTY shall pass a resolution to permit the CITY and AGENCY to extend the termination date of the AGENCY to September 30, 2038. The Parties agree the AGENCY, CITY and COUNTY shall take such actions as may be required to terminate the AGENCY on the AGENCY 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 an AGENCY and (2) creating the AGENCY and AGENCY tax increment fund. In accordance with section 163.387(3)(b), Florida Statutes, notwithstanding any provision in section 163.387, Florida Statutes to the contrary, after the AGENCY termination date, the COUNTY shall no longer be required to contribute a tax increment of any amount to the AGENCY tax increment fund.

In the event the AGENCY is able to complete the parking garage project and satisfy all indebtedness related to the parking garage project prior to September 30, 2038, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, 2038 as set forth in this section.

5. **INDEBTEDNESS.** After the execution of this agreement, the Parties agree that the CITY, as regards the AGENCY, and the AGENCY shall not borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness beyond 12 months, enter

contracts for services or supplies extending beyond 12 months, or apply for and accept advances, loans or any other repayable financial assistance, or to give such security as may be required for any of the above. Notwithstanding this, the COUNTY agrees that CITY and AGENCY may do all of the above to finance the construction of a parking garage in downtown Eau Gallie provided the indebtedness (a) does not exceed the termination date of the AGENCY, (b) is tax-exempt, and (c) does not exceed \$6.835 million in principal for the remaining term of the AGENCY. The CITY agrees to assume, and to be fully liable for any indebtedness owed by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

6. **PROJECT IDENTIFICATION, WINDING DOWN AND TAX INCREMENT FUNDING.**

a. The sole AGENCY project shall be the construction of the parking garage. The Parties agree that, for a period of fifty (50) years, there shall be no parking fees for the public to park in the parking garage and 90 percent the spaces in the garage shall be reserved for the public. CITY and AGENCY shall execute a deed restriction to be recorded in the public records of Brevard County, Florida providing that the garage is to be used by the public without charge for a period of fifty (50) years. The deed restriction shall provide enforcement rights to Brevard County, Florida and be recorded with this Interlocal Agreement.

b. No tax increment funding may be transferred outside the trust fund accounts to city capital fund accounts.

c. The Parties agree that the CITY and AGENCY will wind down all other AGENCY projects, obligations and actions, so that after the end of Fiscal Year 2021, the AGENCY shall cease all other expenditures except for the construction of the parking garage project and the long-term indebtedness associated with it, and any administration expenses of the AGENCY required by Statute, this agreement or the Special Districts Office of the Florida Department of Economic Opportunity. All other expenditures shall cease, including operating and capital outlay expenses.

d. From Fiscal Year 2022 onward, the Parties agree that any unspent tax increment funds shall be used to reduce the amount of indebtedness on the parking garage project pursuant to section 163.387(7)(b), Florida Statutes; deposited into an escrow account for the purpose of later reducing the amount of indebtedness on the parking garage project pursuant to section 163.387(7)(c), Florida Statutes; or returned to the Taxing Authorities at the end of each fiscal year pursuant to section 163.387(7)(a), Florida Statutes.

7. **BOUNDARIES.** The Parties agree that the CITY and AGENCY will not modify the community redevelopment plan to expand the boundaries of the Community Redevelopment Agency (CRA).

8. **COUNTY TAX INCREMENT PAYMENT.** As required by section 163.387, Florida

Statutes, the COUNTY shall continue its annual contribution to the AGENCY tax increment trust fund in every fiscal year through the AGENCY Termination Date.

9. **CITY PAYMENT INTO AGENCY TAX INCREMENT FUND.** Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY tax increment fund through the AGENCY termination date, or through any extension of the AGENCY termination date approved by the COUNTY in the future.

10. **ANNUAL AUDIT; REPORT; AND MEETING.** Each year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated by this reference. The AGENCY shall prepare and submit to the COUNTY an annual report of the AGENCY to include audited financial statements to the COUNTY, as required by section 163.387(8), Florida Statutes. The CITY and AGENCY agree to contractually require an independent auditor preparing the audit report to examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this agreement. The City Manager of the CITY or Chairperson of the Agency governing body shall annually meet with the County Commissioner in whose District the Agency is located to discuss the annual and audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under section 125.01(1)(x), Florida Statutes, at any time during the remaining term of this agreement, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

11. **PROJECT IDENTIFICATION.** The Parties agree that the Agency plan shall specifically identify the Agency redevelopment project as the construction of a parking garage in downtown Eau Gallie. Any changes to the Agency plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners.

12. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services as limited by paragraph 6b of this agreement. However, said reimbursement, payable from COUNTY tax increment funds, shall not exceed five percent (5%) of the total COUNTY tax increment funding for fiscal year 2021-2022 and 2022-2023, and no COUNTY TIF shall be expended for administrative expenses after Fiscal Year 2023-2024.

13. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved

and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 2000-249.

14. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

15. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY and CRA:

City Manager/AGENCY Director
City of Melbourne
City Hall, Fifth Floor
900 E. Strawbridge Ave
Melbourne, FL 32901
(email address available at City Website)

COUNTY:

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

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

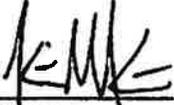
16. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

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

18. **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 the COUNTY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives.

ATTEST:



Keith McKeown, City Clerk



CITY OF MELBOURNE

By:  4.14.2021
Shannon Lewis, City Manager Date
(as approved by City Council on 4.13. 2021)

**OLDE EAU GALLIE COMMUNITY
REDEVELOPMENT AGENCY**

By:  4.14.2021
Shannon Lewis, City Manager Date
(as approved by the CRA Board on 4.13. 2021)

ATTEST:



Rachel Sadoff, Clerk

BREVARD COUNTY

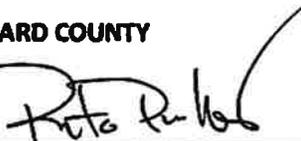
By: 
Rita Pritchett, Chair Date
(as approved by the Board on May 4 2021)

Exhibit A

**Community Redevelopment Agency
Annual Report Template**

- I. INTRODUCTION, MISSION AND OVERVIEW
- II. BOARD MEMBERS AND STAFF
- III. BOUNDARY LINES
- IV. HISTORY
 - a. Creation Date
 - b. Plan Amendment Dates
 - c. Applicable Resolution(s) and Ordinances
- V. PROJECTS OVERVIEW
- VI. FINANCIAL REPORTS
 - a. Balance Sheet
 - b. Statement of Revenues, Expenditures, & Changes in Fund Balance
 - c. Summary of Projects, Grants and Debt
- VII. PERFORMANCE INFORMATION
 - a. Total projects started, completed and estimate cost for each project
 - b. Assessed property values when the CRA was enacted vs. current assessed property values
 - c. Total amount expended for affordable housing
- VIII. ADDITIONAL ANNUAL REPORTING REQUIREMENTS
 - a. Provide the Board of County Commissioners the CRA's proposed budget for the upcoming fiscal year, 60 days prior to the beginning of the fiscal year
 - b. Provide the Board of County Commissioners any budget amendments to its operating budget within 10 days after the adoption by the CRA



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

July 7, 2021

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item F.37., Resolution Modifying the Delegated Authority to the City of Melbourne and the Olde Eau Gallie Riverfront Community Redevelopment Agency

The Board of County Commissioners, in regular session on July 6, 2021, adopted Resolution No. 21-083, modifying the delegation of Community Redevelopment Agency powers to the City of Melbourne, and thereby the Olde Eau Gallie Riverfront Community Redevelopment Agency. Enclosed is a certified copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/cld

Encl. (1)

cc: County Attorney
City of Melbourne
Budget Office
Finance

RECEIVED
JUL 12 2021
County Manager's
Office

RESOLUTION NO. 2021-083

A RESOLUTION MODIFYING THE DELEGATION OF COMMUNITY REDEVELOPMENT AGENCY POWERS TO THE CITY OF MELBOURNE IN BREVARD COUNTY IN RESOLUTION 2000-249 TO CONFORM TO THE INTERLOCAL AGREEMENT DATED MAY 4, 2021; EXTENDING THE EXPIRATION DATE OF THE OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT DISTRICT; SOLIDIFYING BOUNDARIES FOR SAID DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is the governing body of Brevard County (hereafter referred to as "the County"), the electors of which adopted a home rule charter in November 8, 1994, which became effective January 1, 1995; and

WHEREAS, section 163.410, Florida Statutes provides that in any county which adopted a home rule charter, the community redevelopment powers conferred by Part III of Chapter 163, Florida Statutes shall be exercised exclusively by the governing body of such county; and

WHEREAS, the County has, by Resolution 2000-249, pursuant to section 163.410, Florida Statutes, delegated authority to the City of Melbourne (hereinafter the "City") to create a community redevelopment agency; and

WHEREAS, the County provided for a conditional delegation of powers to the City, reserving the right to either revoke the delegation of authority to the City or to designate itself as the redevelopment agency at any time that the Board deems that it is necessary for the protection of the health, safety, welfare or fiscal interests of the public or the redevelopment area; and

WHEREAS, the County stated that if it revoked powers or substituted itself as the board, it would not (1) impair any contract made by the Community Redevelopment Agency (hereinafter the "Agency") prior to said action; (2) affect the obligation of the Agency as to any outstanding bonds or other evidence of indebtedness and (3) shall take all necessary or appropriate action to protect the interests of any holders of bonds issued by the Agency; and

WHEREAS, the County stated that if it revokes powers or substitutes itself as the board, the County shall consider, upon request from the Agency, the adoption of such resolutions as may be necessary from time to time for the Agency to issue bonds or other evidences of indebtedness; and

WHEREAS, the County, the City and the Agency have entered into an interlocal agreement dated May 4, 2021 (hereinafter the "Interlocal") governing what powers and projects the Agency will have through the end of its life; and

WHEREAS, the Board of County Commissioners finds that it is necessary for the

protection of the fiscal interests of the public to amend specific portions of its delegation of authority to the City of Melbourne to conform to said Interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

1. The foregoing recitals are true and correct and are incorporated by reference in this Resolution as findings.
2. This action is only applicable to the City of Melbourne as related to the Olde Eau Gallie Riverfront Community Redevelopment District and Agency. This action amends Brevard County's delegation of community redevelopment powers in Brevard County Resolution 2000-249, dated August 29, 2000 in order to conform said Resolution to the Interlocal Agreement between the Parties dated May 4, 2021.
3. The Board of County Commissioners finds that it is necessary for the protection of the health, safety, welfare and fiscal interests of the public that the City of Melbourne and the Olde Eau Gallie Riverfront Community Redevelopment Agency have certain powers amended as of the date of adoption of this Resolution, as follows:

a. The County amends the first paragraph of Section 1 of Resolution 2000-249 through the sentence ending in "subject to adjustment" as follows, where an underline indicates material added:

SECTION 1. Pursuant to Section 163.410, Florida Statutes, and subject to the conditions set forth in section 3 below, the Board of County Commissioners of Brevard County (hereinafter referred to as COUNTY) hereby delegates all powers under Part III, Chapter 163, Florida Statutes, to the City Council of the City of Melbourne, Florida (hereinafter referred to as CITY), to create, operate, and maintain the Olde Eau Gallie Riverfront Community Redevelopment Agency (hereinafter referred to as AGENCY) within the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment District set forth above, subject to adjustment.

b. The County deletes Section 1.(b) of Resolution 2000-249, and replaces Section 1.(b), as follows:

(b) The CITY's authority, and thereby the AGENCY's authority, to modify its community redevelopment plan to expand the boundaries of the Community Redevelopment District and Agency is hereby revoked.

c. The County amends Section 1(j) of Resolution 2000-249, as follows where an underline indicates material added:

(j) The power to prepare a community redevelopment plan and modifications thereof,

all pursuant to Sections 163.360, 163.361, 163.362, Florida Statutes only to the extent that the current community redevelopment plan is amended to specifically identify the AGENCY's sole redevelopment project as the construction of a parking garage as set forth in the Interlocal Agreement dated May 4, 2021. Any authority to prepare and modify said plan beyond the project specified above shall require the approval of the COUNTY.

d. The County deletes Section 3.A. of Resolution 2000-249, and replaces Section 3.A. as follows:

A. Beginning October 1, 2021, the CITY's authority, and thereby the AGENCY's authority to expend AGENCY funds for all AGENCY expenses, including but not limited to operating and capital outlay expenses, is revoked, with the exception of (a) expenses necessary to meet the AGENCY's administrative and audit requirements required by Florida Statute, the Interlocal dated May 4, 2021, and Special Districts Office of the Florida Department of Economic Opportunity; and (b) expenses necessary to facilitate the construction of the parking garage and the long term indebtedness associated with it, as delineated in the Interlocal.

e. The County deletes Section 3.C. of Resolution 2000-249 and replaces Section 3.C. as follows:

C. Unless extended by further resolution of the COUNTY, any redevelopment agency created by the CITY under Resolution No. 2000-249 shall cease to exist as an AGENCY pursuant to Part III, Chapter 163, Florida Statutes on September 30, 2038. The COUNTY does not revoke the authority of the CITY to continue to contribute to the AGENCY tax increment fund through said expiration date of the AGENCY, or through any extension of the AGENCY expiration date that may amend this resolution in the future. In the event the AGENCY is able to complete the parking garage project and satisfy all indebtedness related said project prior to September 2038, in accord with the Interlocal Agreement dated May 4, 2021, the COUNTY revokes all other authorities except actions by the CITY and AGENCY to terminate the AGENCY prior to September 30, 2038.

f. The County amends Section 3 of Resolution 2000-249, to add the following paragraphs:

D. Notwithstanding said powers otherwise delineated in section 1 and 2 of Resolution 2000-249, the CITY's authority, and thereby the AGENCY's authority, pursuant to section 163.387(7), Florida Statutes is limited to exercising the options at section 163.387(7)(a), (b) or (c), Florida Statutes. The COUNTY revokes any authority for the CITY, and thereby the AGENCY, to select the option presented in section 163.387(7)(d), Florida Statutes. This is not intended to prohibit the AGENCY from reallocating AGENCY Funds to the parking garage project.

E. Notwithstanding said powers otherwise delineated in section 1 and 2 of Resolution 2000-249, the CITY's authority, and thereby the AGENCY's authority, to borrow money,

issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness beyond twelve months, enter into contracts for services or supplies extending beyond twelve months, or apply for and accept advances, loans or any other repayable financial assistance, or to give such security as may be required for any of the above, is revoked, except as necessary to finance the construction of the parking garage project in downtown Eau Gallie provided said indebtedness (a) does not include a term that would exceed September 30, 2038, (b) is tax-exempt, and (c) does not exceed \$6.835 million in principal for the remaining term of the AGENCY.

F. In accordance with the Interlocal Agreement dated May 4, 2021, all powers delineated in section 1 and 2 of Resolution 2000-249 are conditioned upon the CITY and AGENCY performing the following: (a) amending the community redevelopment plan to state that the only project is the construction of the parking garage as reflected in the Interlocal Agreement dated May 4, 2021; (b) for a period of fifty (50) years, the CITY and AGENCY shall not charge parking fees for the public to park in the parking garage and shall reserve 90 percent of the spaces in said garage for the public; (c) the CITY and AGENCY shall execute a deed restriction to be recorded in the public records of Brevard County, Florida providing that the garage is to be used by the public without charge for a period of fifty (50) years; and (d) that said deed restriction shall provide enforcement rights to COUNTY and be recorded in the official public records of Brevard County, Florida. As such any powers of the CITY, and thereby the AGENCY, to do otherwise are hereby revoked.

G. All powers delineated in section 1 and 2 of Resolution 2000-249 are conditioned upon the CITY and AGENCY ensuring that reimbursement of administrative expenses, payable from COUNTY tax increment funds, shall not exceed five percent (5%) of the total COUNTY tax increment funding for fiscal year 2021-2022 and 2022-2023, and no COUNTY tax increment funds shall be expended for administrative expenses after October 1, 2023.

H. All powers delineated in section 1 and 2 of Resolution 2000-249 are conditioned upon the CITY and AGENCY ensuring that no tax increment funding is transferred outside the AGENCY trust fund accounts to city capital fund accounts.

I. All powers delineated in section 1 and 2 of Resolution 2000-249 are conditioned upon the CITY and AGENCY annually performing the following: The AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A of the Interlocal Agreement dated May 4, 2021. The AGENCY shall prepare and submit to the COUNTY an annual report of the AGENCY to include audited financial statements to the COUNTY, as required by section 163.387(8), Florida Statutes. The CITY and AGENCY agree to contractually require an independent auditor preparing the audit report to examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida

Statutes, and the terms of this agreement. The City Manager of the CITY or Chairperson of the Agency governing body shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual and audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under section 125.01(x), Florida Statutes, at any time during the remaining term of this agreement, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

J. The CITY and AGENCY's use of any powers delineated in section 1 and 2 of Resolution 2000-249 are conditioned upon the CITY's agreement, as agreed to in the Interlocal Agreement dated May 4, 2021, that the CITY will assume, and be fully liable for, any indebtedness owed by the AGENCY after the AGENCY's expiration date.

4. The County retains all authorities not specifically delegated to the City of Melbourne in Resolutions 2000-249, as so amended. All resolutions or parts thereof, including Resolution 2000-249, that may be determined to be in conflict with this amendment, are repealed.

5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or Resolution 2000-249, as amended, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

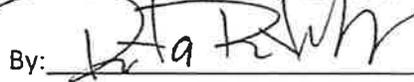
6. This resolution amending Resolution 2000-249 shall take effect on the date of adoption. The original resolution was valid and effective as to all actions taken by the City and the Agency through the date of adoption of this amendment.

DONE AND ADOPTED, this 6 day of July, 2021, in Regular Session by the Board of County Commissioners, Brevard County, Florida.

Attest:


Rachel Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Rita Pritchett, Chair

(as approved by the Board on JUL 06 2021, 2021)

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**

I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.

RACHEL M. SADOFF, Clerk to the Board

Date 7/8/21 By 
Deputy Clerk

**REVISED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE, OLDE EAU GALLIE RIVERFRONT COMMUNITY
REDEVELOPMENT AGENCY AND BREVARD COUNTY**

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the CITY”), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the AGENCY”), and BREVARD COUNTY, a political subdivision of the State of Florida (in its own name and on behalf of each County Taxing Authority, as defined in section 2e., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called “the COUNTY”).

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, Ch. 163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY’s operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a structured parking garage pursuant to section 163.370(2)(c)3. Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways; and

WHEREAS, on May 24, 2021, the CITY, AGENCY, and COUNTY entered into an Interlocal Agreement, as recorded in Official Records Book 9131, Page 321 of the Public Records of Brevard County, Florida (the “Original Interlocal Agreement”); and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY’s community redevelopment goals; and

WHEREAS, the Parties desire to replace the Original Interlocal Agreement with this Revised and Restated Interlocal Agreement to accomplish the finance and construction of said structured parking garage.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.
2. **DEFINITIONS.** The following terms shall have the meanings indicated below, unless the context requires a different meaning:
 - a. "AGENCY" means the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes.
 - b. "AGENCY Termination Date" means September 30, 2038, unless as otherwise set forth by Section 4 of this Agreement.
 - c. "CITY" means the City of Melbourne, a Florida municipal corporation.
 - d. "COUNTY" means Brevard County, a subdivision of the State of Florida.
 - e. "County Taxing Authority" means the COUNTY, through its Board of County Commissioners, and any COUNTY established municipal services taxing unit or dependent special district on behalf of which the County levies taxes or approves a budget, to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the AGENCY tax increment fund established in accordance with the requirements of Section 163.387, Florida Statutes.
 - f. "Increment" or "Tax Increment" shall have the same meaning as "Increment" as set forth in in Section 163.387(1)(a), Florida Statutes.
 - g. "Parking Garage Project" means a CITY and AGENCY redevelopment project for a structured parking garage with public parking in downtown Eau Gallie.
 - h. "Parking Garage Property" means the CITY property upon which the Parking Garage Project is constructed and operated.
3. **AUTHORITY.** This Agreement is being entered into under the authority vested in the Parties by Section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in Section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
4. **AGENCY TERMINATION DATE.** Pursuant to Section 4 of the Original Interlocal Agreement, on July 6, 2021, the COUNTY adopted Resolution No. 2021-083, and on September 15, 2021, the CITY adopted Ordinance No. 2021-37 to extend the termination date of the AGENCY to September 30, 2038. Pursuant to this Agreement, the AGENCY Termination Date shall remain no later than September 30, 2038.

As with the Original Interlocal Agreement, in the event the CITY and AGENCY are able to complete construction of the Parking Garage Project and satisfy all indebtedness related to the construction of the Parking Garage Project prior to September 30, 2038, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, 2038.

5. ELIGIBLE CITY & AGENCY PROJECT – PARKING GARAGE PROJECT.

- a. **Parking Garage Project.** The Parties agree that the sole AGENCY redevelopment project shall be the development, construction, and operation of the Parking Garage Project. The Parking Garage Project shall create at least two-hundred fifty (250) dedicated public parking spaces. The Parties agree that the development, procurement, and operation of the Parking Garage Project shall be consistent with, and subject to, the terms and conditions of this Agreement.

Pursuant to Section 11 of the Original Interlocal Agreement, the AGENCY Redevelopment Plan was revised on September 15, 2021, through Ordinance No. 2021-37 to specifically identify the Parking Garage Project. Any further revision of the AGENCY redevelopment plan shall require the approval of the Brevard County Board of County Commissioners.

- b. **Ownership of Parking Garage Project.** The CITY and AGENCY agree that the Parking Garage Project, and the land upon which it is located, shall be owned by the CITY. The COUNTY acknowledges and agrees that, should the Parking Garage Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the use of private development.
- c. **Public Parking Spaces.** The CITY and AGENCY agree that a minimum of two-hundred fifty (250) parking spaces within the Parking Garage Project are to be used as public parking for a period of fifty (50) years and consistent with the terms and conditions of this Agreement.

The CITY and AGENCY further agree that, if the Parking Garage Project is developed as a public-private partnership, no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership.

6. ELIGIBLE PROCUREMENT METHODS FOR PARKING GARAGE PROJECT.

- a. **CITY & AGENCY Capital Improvement Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for capital improvement projects.
- b. **Public-Private Partnership Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for a public-private partnership.

7. ELIGIBLE APPROPRIATIONS AND EXPENDITURES OF AGENCY FUNDS. The Parties agree that the AGENCY may appropriate and expend AGENCY tax increment funds as follows:

- a. **Capital Expenditures and Project-Related Costs.** The Parties acknowledge and agree that the CITY and AGENCY have provided the COUNTY with a cost estimate for a 300-space structured parking garage facility at the Project site in downtown Eau Gallie from engineering consultants with experience developing structured parking garage facilities. The Parties further acknowledge and agree that this cost estimate substantiates the CITY's and AGENCY's intended capital investment of up to \$10.5 million for the Parking Garage Project, whether through a CITY and AGENCY capital improvement project expenditure or through a capital contribution to a public-private partnership project.

In addition to capital expenditures or contributions of up to ten-million five-hundred thousand dollars (\$10, 500,000.00) toward the Project, the CITY and AGENCY will also incur associated costs with the procurement, development, and construction of this Project including, but not limited to, legal costs related to drafting of construction contracts and a public-private partnership agreement, costs of issuing indebtedness to finance the construction costs or capital contribution, professional engineering design or consulting costs, construction engineering inspection management costs, preconstruction and postconstruction bonds, and other similar related costs of the Project. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds on such costs of the Project to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

Accordingly, the Parties agree that the CITY and AGENCY may appropriate and expend AGENCY tax increment funds (and associated indebtedness contemplated by this Agreement) in an amount not to exceed \$12,075,000 dollars towards the capital expenditures and associated costs of the Parking Garage Project. The COUNTY further agrees that such a capital contribution to a public-private partnership, pursuant to the terms and conditions of this Agreement, does not constitute the use of AGENCY tax increment funds (and related indebtedness contemplated by this Agreement) to subsidize any private portions of the Parking Garage Project or other related private development within a public-private partnership.

- b. **Debt Service on Indebtedness for Parking Garage Project.** The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds to pay outstanding debt service on issued indebtedness for the Parking Garage Project, as described further in Section 8 herein, to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.
- c. **Other Administrative Costs of the AGENCY.** Pursuant to Section 6(c) of the Original Interlocal Agreement, the CITY and AGENCY have wound down all other AGENCY projects, obligations, and actions such that the Parking

Garage Project is the only remaining project, and all AGENCY expenditures are those associated with the Parking Garage Project and administrative expenses for actions required by Statute, the Original Interlocal Agreement, or the Special Districts Office of the Florida Department of Commerce. Pursuant to this Agreement, the CITY and AGENCY are authorized to expend available AGENCY funds on AGENCY administrative expenses for actions required by Statute, this Agreement, or the Special Districts Office of the Florida Department of Commerce.

- d. **Unspent AGENCY Tax Increment Funds.** The Parties agree that, after the Effective Date of this Agreement, any AGENCY tax increment funds not appropriated or expended pursuant to subsections (a) through (d) above, may either be deposited into an escrow account for the purpose of later reducing the amount of indebtedness pursuant to Section 163.387(7)(c), Florida Statutes, or returned to the Taxing Authorities at the end of each fiscal year pursuant to Section 163.387(7)(a), Florida Statutes.

8. AGENCY INDEBTEDNESS FOR PARKING GARAGE PROJECT.

- a. **Limitations; Purpose.** The Parties agree that the AGENCY may only borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness, and apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required for any of the above in furtherance of the Parking Garage Project pursuant to the terms and conditions of this Agreement. The CITY and AGENCY agree the AGENCY shall not undertake the above-described activities of incurring debt for any other purpose and shall only incur indebtedness consistent with this Agreement.
- b. **Amount; Maturity Date.** The Parties agree that the AGENCY's projections for tax increment funding to the AGENCY through the Termination Date can support indebtedness for the expenditures set forth in Section 7 in furtherance of the Parking Garage Project. The COUNTY agrees and authorizes the CITY and AGENCY to issue indebtedness for the Parking Garage Project and related eligible expenditures, so long as the maturity date of the indebtedness does not exceed the AGENCY Termination Date.
- c. **Tax-Basis.** The indebtedness for the Parking Garage Project shall be issued on a tax-exempt basis, unless the CITY and AGENCY's bond counsel advises that all or a portion of it should be issued on a taxable basis.

9. PUBLIC PARKING SPACES; PARKING REVENUE AND ELIGIBLE USES OF SUCH REVENUE.

- a. **Term of Free Public Parking; Time Limits; Enforcement.** The Parties agree that the public parking spaces of the Project will be available with no term parking fees (i.e. hourly, daily, etc.) until such time as a parking management plan is adopted by City Council for Downtown Eau Gallie after the Project is completed. Notwithstanding this provision for public parking with no term fees, the CITY and AGENCY are authorized to adopt and enforce

- time limitations on public parking, and to enforce penalties of those time limitations through fines and charges as adopted by City Council.
- b. **Paid Public Parking.** Subsequent to the adoption of a parking management plan as described in subsection (a) above, which the CITY agrees shall not occur earlier than five (5) years after the Project is completed the CITY and AGENCY (if still active) are authorized to adopt and enforce term fees (i.e. hourly, daily, etc.), time limitations, and penalties for the public parking spaces of the Project as adopted by City Council.
 - c. **Eligible Uses of Public Parking Fees and Enforcement Revenues.** The CITY and AGENCY agree that all revenues collected based on public parking management programs of the Project described in subsections (a) and (b) above shall be utilized in the following order of priority:
 - i. **Capital Maintenance Reserves for the Project:** The CITY will first utilize parking revenues to fund its capital maintenance reserves for the Project, based on each relevant adopted fiscal year budget and the City's capital reserve and investment policies.
 - ii. **Annual Operational and Maintenance Obligations for the Project:** The CITY will next utilize parking revenues for any annual operational and maintenance obligations it may have for the Parking Garage Project.
 - d. **Rate Structure of Parking Management Plan.** The CITY and AGENCY agree that the rate structure of the adopted parking management plan will [COUNTY language for uniform rates, etc.] and will make reasonable attempts to set rates to collect annual revenues for the estimated needs for the eligible uses set forth in subsection (c) above.

10. CITY AND COUNTY TAX INCREMENT CONTRIBUTION.

- a. **COUNTY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the COUNTY agrees to continue its annual contribution to the AGENCY TAX increment trust fund in every fiscal year through the AGENCY Termination Date.
- b. **CITY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the CITY agrees to continue its annual contribution to the AGENCY tax increment trust fund in every fiscal year through the AGENCY Termination Date.

11. RESTRICTIVE COVENANT. In furtherance of the terms and condition set forth in this Section 5, the CITY and AGENCY agree to execute and record a restrictive covenant on the Parking Garage Property in the Public Records of Brevard County, Florida for the following:

- i. That the Parking Garage Property shall be owned by the CITY for a period of fifty (50) years from the date the restrictive covenant is recorded, except as authorized to be transferred by the COUNTY;
- ii. That a minimum of two-hundred fifty (250) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;

- iii. That no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership; and
- iv. Notwithstanding the dedication of two-hundred fifty (250) parking spaces for public parking, such public parking shall be subject to the fee and enforcement provisions of Section 9 of this Agreement.

12. BOUNDARIES. The Parties agree that the CITY and AGENCY shall not modify the AGENCY redevelopment plan to expand the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment Area without the consent of the COUNTY.

13. ACCOUNTING; ANNUAL AUDIT; REPORT; MEETING.

- a. **Transfers of AGENCY Funds.** The CITY and AGENCY agree that all transactions with AGENCY funds will occur within the AGENCY trust fund.
- b. **Parking Garage Project Asset Reporting Per GASB Standards.** The CITY and AGENCY will follow Chapter 163, Part III, Florida Statutes and GASB standards for accounting pertaining to the Parking Garage Project.
- c. **Annual Audit Reports.** Each fiscal year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated herein by reference. The AGENCY shall also prepare and submit to the COUNTY an annual report of the AGENCY to included audited financial statements to the COUNTY, as required by Section 163.387(8), Florida Statutes. The CITY and AGENCY agree to have the independent auditor preparing the audit report examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this Agreement.
- d. **Meeting.** The City Manager of the CITY or Chairperson of the AGENCY governing body agrees to meet annually with the County Commissioner of District 4 to discuss the annual audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under Section 125.01(1)(x), Florida Statutes, at any time during the remaining term of the AGENCY, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

14. EFFECT OF AGREEMENT. This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement, including the Original Interlocal Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of COUNTY Resolution 2000-249.

15. 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.

16. 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 certified mail:

CITY and CRA:

COUNTY:

17. 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.

18. 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.

19. EFFECTIVE DATE; RECORDING; EFFECT ON PRIOR INTERLOCAL AGREEMENT. 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. Upon recording, this Agreement shall supersede and terminate the Original Interlocal Agreement.

[SIGNATURE BLOCKS]



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

November 19, 2025

M E M O R A N D U M

TO: Kathy Wall, Central Services Director

RE: Item J.4., Board Direction on City of Melbourne's Request to Amend the Interlocal Agreement Governing the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA)

The Board of County Commissioners, in regular session on November 18, 2025, approved tabling the City of Melbourne's request to amend the Interlocal Agreement governing the Olde Eau Gallie Riverfront CRA to the December 2, 2025, Regular Board meeting at 5:00 p.m.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/ds

cc: Each Commissioner
County Manager
County Attorney
Finance
Budget

City of Melbourne



City Manager's Office

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7200 • Fax (321) 608-7219

November 26, 2025

Jim Liesenfelt, County Manager
Brevard County
2725 Judge Fran Jamieson Way, Bldg C
Viera, FL 32940

Re: Interlocal Agreement for the Olde Eau Gallie Riverfront Redevelopment Agency

Dear Mr. Liesenfelt,

After the November 18, 2025 Brevard County Board of County Commissioners' meeting, the City of Melbourne's City Council had a discussion item on their November 25, 2025 agenda regarding the terms of the proposed revised and restated interlocal agreement. The concerns expressed by the Board of Commissioners were discussed by City Council and staff was given direction on continued negotiations.

Attached is a redlined and clean versions of the draft revised and restated interlocal agreement based on City Council's direction. The revisions in the new version are:

1. Section 4. Agency Termination Date.

The sunset date as requested by the County Commissioners and agreed upon by City Council has been changed from 2038 to 2033. The City has found this new sunset date is financially feasible based on current savings and projected tax increment finance revenue. The redlined draft agreement indicates the date of 2033 and acknowledges additional approvals necessary by the City and County to formalize the new sunset date.

2. Section 5. Eligible City & Agency Project – Parking Garage Project.

Adjustment to Public Parking Requirement

The County Commissioners expressed concerns about the revisions to the original requirement of 90% of parking being public. The City is proposing to convert from a percentage of overall spaces to a stated minimum number of dedicated public parking spaces. The basis of the original agreement was that 90% of the originally proposed 300 parking spaces or 270 parking spaces were required to be public.

The draft agreement only had 250 parking spaces listed as being dedicated public parking spaces. City Council agreed to change the minimum number of dedicated parking spaces to 270 to meet the original intent. The redlined draft agreement reflects the 270 parking spaces.

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Low Impact Development

Some County Commissioners expressed interest in incorporating low impact development design components into the garage project. City staff coordinated with Brevard County Natural Resources and it appears that green infrastructure design elements can be integrated into the design of the site. City Council agreed to incorporate reasonable green infrastructure design elements for the stormwater system for the parking garage project. The language has been added to the redlined version of the draft agreement.

3. Section 9. Public Parking Spaces; Parking Revenue and Eligible Uses of Such Revenue.

Term of Free Parking

The County Commissioners expressed the desire to maintain free public parking in the garage for 50 years, until the CRA sunsets, or potentially some compromise between five years and 50 years. The City is still concerned about the long-term maintenance and operational costs of the garage. City Council discussed the revised proposal of no parking charges for the first 15 years and limiting the amounts and uses of the net revenue to capture only garage maintenance obligations for an additional 10-year period. The intent was to have a 25-year timeframe of controlling/limiting parking fees. These changes are reflected in Section 9(a-c) of the redlined interlocal agreement draft.

Eligible Uses of Public Parking Fees and Enforcement Revenues

It was also discussed at the Board of Commissioners' meeting that there should be no fee differential (city residents vs. non-city residents) for any parking fees in the garage. A provision is included in Section 9(d) of the draft interlocal agreement to be modified to current county language. City Council had no objections to this provision.

The only changes in Section 9(d) are related to the provisions being proposed for the terms.

Rate Structure of Parking Management Plan

Additionally, the County Commissioners were interested in requiring any parking fees collected from paid parking to be dedicated solely to the maintenance and operation of the parking garage. The City is proposing that the parking rates be set to collect estimated annual revenues needed for estimated capital maintenance reserves and operations and maintenance for the parking garage for a period of 10 years. Section 9(c) of the draft interlocal states that all funding will be utilized for the capital and annual operational/maintenance costs of the garage during this 10-year period. After the 15-year period of free parking and 10-year period of cost-restricted paid parking, the City would not be restricted in its paid parking charges, except for the uniformity requirement.

In Summary

Melbourne's City Council requests for the Brevard County Board of Commissioners to consider the proposed revised and restated interlocal agreement and to delegate Commissioner Altman and staff to finalize the negotiations.

As previously discussed, please provide this letter along with the redlined and clean versions of the draft agreement and revised agreement to the Commissioners for their consideration.

Some of the City's elected officials along with the City Manager and City Attorney will be at your December 2, 2025 meeting to present the City's proposed agreement.

Respectfully,



Jenni Lamb
City Manager

cc: Tad Calkins, Deputy County Manager
Morris Richardson, County Attorney
Adam Conley, City Attorney

**REVISED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE, OLDE EAU GALLIE RIVERFRONT COMMUNITY
REDEVELOPMENT AGENCY AND BREVARD COUNTY**

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the CITY”), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the AGENCY”), and BREVARD COUNTY, a political subdivision of the State of Florida (in its own name and on behalf of each County Taxing Authority, as defined in section 2e., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called “the COUNTY”).

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, Ch. 163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY’s operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a structured parking garage pursuant to section 163.370(2)(c)3, Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways; and

WHEREAS, on May 24, 2021, the CITY, AGENCY, and COUNTY entered into an Interlocal Agreement, as recorded in Official Records Book 9131, Page 321 of the Public Records of Brevard County, Florida (the “Original Interlocal Agreement”); and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY’s community redevelopment goals; and

WHEREAS, the Parties desire to replace the Original Interlocal Agreement with this Revised and Restated Interlocal Agreement to accomplish the finance and construction of said structured parking garage.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.
2. **DEFINITIONS.** The following terms shall have the meanings indicated below, unless the context requires a different meaning:
 - a. "AGENCY" means the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes.
 - b. "AGENCY Termination Date" means September 30, 2038, unless as otherwise set forth by Section 4 of this Agreement.
 - c. "CITY" means the City of Melbourne, a Florida municipal corporation.
 - d. "COUNTY" means Brevard County, a subdivision of the State of Florida.
 - e. "County Taxing Authority" means the COUNTY, through its Board of County Commissioners, and any COUNTY established municipal services taxing unit or dependent special district on behalf of which the County levies taxes or approves a budget, to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the AGENCY tax increment fund established in accordance with the requirements of Section 163.387, Florida Statutes.
 - f. "Increment" or "Tax Increment" shall have the same meaning as "Increment" as set forth in in Section 163.387(1)(a), Florida Statutes.
 - g. "Parking Garage Project" means a CITY and AGENCY redevelopment project for a structured parking garage with public parking in downtown Eau Gallie.
 - h. "Parking Garage Property" means the CITY property upon which the Parking Garage Project is constructed and operated.
3. **AUTHORITY.** This Agreement is being entered into under the authority vested in the Parties by Section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in Section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
4. **AGENCY TERMINATION DATE.** Pursuant to Section 4 of the Original Interlocal Agreement, on July 6, 2021, the COUNTY adopted Resolution No. 2021-083, and on September 15, 2021, the CITY adopted Ordinance No. 2021-37 to extend the termination date of the AGENCY to September 30, 2038. Pursuant to this Agreement, the AGENCY Termination Date shall ~~remain~~ be revised to no later than September 30, ~~2038~~2033. The COUNTY shall adopt a supplemental resolution, and the CITY shall adopt an ordinance, revising the termination date of the AGENCY to September 30, 2033.

As with the Original Interlocal Agreement, in the event the CITY and AGENCY are able to complete construction of the Parking Garage Project and satisfy all indebtedness related to the construction of the Parking Garage Project prior to September 30, 2033~~8~~, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, ~~2038~~2033.

5. ELIGIBLE CITY & AGENCY PROJECT – PARKING GARAGE PROJECT.

- a. **Parking Garage Project.** The Parties agree that the sole AGENCY redevelopment project shall be the development, construction, and operation of the Parking Garage Project. The Parking Garage Project shall create at least two-hundred ~~fifty-seventy (250270)~~ dedicated public parking spaces. The CITY and AGENCY agree to incorporate reasonable green infrastructure design elements for the stormwater system for the Parking Garage Project for either method of development described in Section 6 below. The Parties agree that the development, procurement, and operation of the Parking Garage Project shall be consistent with, and subject to, the terms and conditions of this Agreement.

Pursuant to Section 11 of the Original Interlocal Agreement, the AGENCY Redevelopment Plan was revised on September 15, 2021, through Ordinance No. 2021-37 to specifically identify the Parking Garage Project. Any further revision of the AGENCY redevelopment plan shall require the approval of the Brevard County Board of County Commissioners.

- b. **Ownership of Parking Garage Project.** The CITY and AGENCY agree that the Parking Garage Project, and the land upon which it is located, shall be owned by the CITY. The COUNTY acknowledges and agrees that, should the Parking Garage Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the use of private development.
- c. **Public Parking Spaces.** The CITY and AGENCY agree that a minimum of two-hundred ~~fifty-seventy (250270)~~ parking spaces within the Parking Garage Project are to be used as public parking for a period of fifty (50) years and consistent with the terms and conditions of this Agreement.

The CITY and AGENCY further agree that, if the Parking Garage Project is developed as a public-private partnership, no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership.

6. ELIGIBLE PROCUREMENT METHODS FOR PARKING GARAGE PROJECT.

- a. **CITY & AGENCY Capital Improvement Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for capital improvement projects.

- b. **Public-Private Partnership Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for a public-private partnership.

7. ELIGIBLE APPROPRIATIONS AND EXPENDITURES OF AGENCY FUNDS. The Parties agree that the AGENCY may appropriate and expend AGENCY tax increment funds as follows:

- a. **Capital Expenditures and Project-Related Costs.** The Parties acknowledge and agree that the CITY and AGENCY have provided the COUNTY with a cost estimate for a 300-space structured parking garage facility at the Project site in downtown Eau Gallie from engineering consultants with experience developing structured parking garage facilities. The Parties further acknowledge and agree that this cost estimate substantiates the CITY's and AGENCY's intended capital investment of up to \$10.5 million for the Parking Garage Project, whether through a CITY and AGENCY capital improvement project expenditure or through a capital contribution to a public-private partnership project.

In addition to capital expenditures or contributions of up to ~~ten million five-hundred thousand dollars (\$10,500,000.00)~~ \$10.5 million toward the Project, the CITY and AGENCY will also incur associated costs with the procurement, development, and construction of this Project including, but not limited to, legal costs related to drafting of construction contracts and a public-private partnership agreement, costs of issuing indebtedness to finance the construction costs or capital contribution, professional engineering design or consulting costs, construction engineering inspection management costs, preconstruction and postconstruction bonds, and other similar related costs of the Project. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds on such costs of the Project to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

Accordingly, the Parties agree that the CITY and AGENCY may appropriate and expend AGENCY tax increment funds (and associated indebtedness contemplated by this Agreement) in an amount not to exceed \$12,075,000 dollars towards the capital expenditures and associated costs of the Parking Garage Project. The COUNTY further agrees that such a capital contribution to a public-private partnership, pursuant to the terms and conditions of this Agreement, does not constitute the use of AGENCY tax increment funds (and related indebtedness contemplated by this Agreement) to subsidize any private portions of the Parking Garage Project or other related private development within a public-private partnership.

- b. **Debt Service on Indebtedness for Parking Garage Project.** The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds to pay outstanding debt service on issued indebtedness for the Parking Garage Project, as described further in Section

8 herein, to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

- c. **Other Administrative Costs of the AGENCY.** Pursuant to Section 6(c) of the Original Interlocal Agreement, the CITY and AGENCY have wound down all other AGENCY projects, obligations, and actions such that the Parking Garage Project is the only remaining project, and all AGENCY expenditures are those associated with the Parking Garage Project and administrative expenses for actions required by Statute, the Original Interlocal Agreement, or the Special Districts Office of the Florida Department of Commerce. Pursuant to this Agreement, the CITY and AGENCY are authorized to expend available AGENCY funds on AGENCY administrative expenses for actions required by Statute, this Agreement, or the Special Districts Office of the Florida Department of Commerce.
- d. **Unspent AGENCY Tax Increment Funds.** The Parties agree that, after the Effective Date of this Agreement, any AGENCY tax increment funds not appropriated or expended pursuant to subsections (a) through (d) above, may either be deposited into an escrow account for the purpose of later reducing the amount of indebtedness pursuant to Section 163.387(7)(c), Florida Statutes, or returned to the Taxing Authorities at the end of each fiscal year pursuant to Section 163.387(7)(a), Florida Statutes.

8. AGENCY INDEBTEDNESS FOR PARKING GARAGE PROJECT.

- a. **Limitations; Purpose.** The Parties agree that the AGENCY may only borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness, and apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required for any of the above in furtherance of the Parking Garage Project pursuant to the terms and conditions of this Agreement. The CITY and AGENCY agree the AGENCY shall not undertake the above-described activities of incurring debt for any other purpose and shall only incur indebtedness consistent with this Agreement.
- b. **Amount; Maturity Date.** The Parties agree that the AGENCY's projections for tax increment funding to the AGENCY through the Termination Date can support indebtedness for the expenditures set forth in Section 7 in furtherance of the Parking Garage Project. The COUNTY agrees and authorizes the CITY and AGENCY to issue indebtedness for the Parking Garage Project and related eligible expenditures, so long as the maturity date of the indebtedness does not exceed the AGENCY Termination Date.
- c. **Tax-Basis.** The indebtedness for the Parking Garage Project shall be issued on a tax-exempt basis, unless the CITY and AGENCY's bond counsel advises that all or a portion of it should be issued on a taxable basis.

9. PUBLIC PARKING SPACES; PARKING REVENUE AND ELIGIBLE USES OF SUCH REVENUE.

- a. **Term of Free Public Parking; Time Limits; Enforcement.** The Parties agree that the public parking spaces of the Project will be available with no term parking ~~fees-charges~~ (i.e. hourly, daily, etc.) ~~until such time as a parking management plan is adopted by City Council for Downtown Eau Gallie for a period of fifteen (15) years~~ after the Project is completed. Notwithstanding this provision for public parking with no term ~~fees-charges~~, the CITY and AGENCY are authorized to adopt and enforce time limitations on public parking, and to enforce penalties of those time limitations through fines and charges as adopted by City Council.
- b. **Paid Public Parking.** Subsequent to the ~~adoption of a parking management plan~~ ~~end of the fifteen (15) year term~~ as described in subsection (a) above, ~~which the CITY agrees shall not occur earlier than five (5) years after the Project is completed,~~ the CITY and AGENCY (if still active) ~~are is~~ authorized to adopt and enforce term ~~fees-charges~~ (i.e. hourly, daily, etc.), time limitations, and penalties for the public parking spaces of the Project as adopted by City Council.
- c. **Eligible Uses of Public Parking Fees and Enforcement Revenues.** ~~The For a term of ten (10) years after adopting term parking rates as described in Section 9(a) above, the CITY and AGENCY agree that all net revenues (after enforcement and administrative costs) collected based on public parking management programs of the Project described in subsections (a) and of paid parking charges from Section 9-(b) above shall be utilized in the following order of priority:~~
- i. Capital Maintenance Reserves for the Project: The CITY will first utilize parking revenues to fund its capital maintenance reserves for the Project, based on each relevant adopted fiscal year budget and the City's capital reserve and investment policies.
 - ii. Annual Operational and Maintenance Obligations for the Project: The CITY will next utilize parking revenues for any annual operational and maintenance obligations it may have for the Parking Garage Project.
- At the conclusion of the ten (10) year term described above, the CITY shall not be restricted in the uses of revenue from paid public parking spaces of the Parking Garage Project.
- d. **Rate Structure of Parking Management Plan.** The CITY and AGENCY agree that the rate structure of the ~~adopted parking management plan~~ term parking rates will **[COUNTY language for uniform rates, etc.]** ~~and~~ During the initial ten (10) year term described in Section 9(c) above, the CITY and AGENCY will make reasonable attempts to set rates to collect annual revenues for the estimated needs for the eligible uses set forth in subsection (c) above.

10. CITY AND COUNTY TAX INCREMENT CONTRIBUTION.

- a. COUNTY Tax Increment Contribution. Pursuant to Section 163.387, Florida Statutes, the COUNTY agrees to continue its annual contribution to the AGENCY TAX increment trust fund in every fiscal year through the AGENCY Termination Date.
- b. CITY Tax Increment Contribution. Pursuant to Section 163.387, Florida Statutes, the CITY agrees to continue its annual contribution to the AGENCY tax increment trust fund in every fiscal year through the AGENCY Termination Date.

11. RESTRICTIVE COVENANT. In furtherance of the terms and condition set forth in this Section 5, the CITY and AGENCY agree to execute and record a restrictive covenant on the Parking Garage Property in the Public Records of Brevard County, Florida for the following:

- i. That the Parking Garage Property shall be owned by the CITY for a period of fifty (50) years from the date the restrictive covenant is recorded, except as authorized to be transferred by the COUNTY;
- ii. That a minimum of two-hundred ~~fifty-seventy~~ (250270) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;
- iii. That no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership; and
- iv. Notwithstanding the dedication of two-hundred ~~fifty-seventy~~ (250270) parking spaces for public parking, such public parking shall be subject to the fee and enforcement provisions of Section 9 of this Agreement.

12. BOUNDARIES. The Parties agree that the CITY and AGENCY shall not modify the AGENCY redevelopment plan to expand the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment Area without the consent of the COUNTY.

13. ACCOUNTING; ANNUAL AUDIT; REPORT; MEETING.

- a. **Transfers of AGENCY Funds.** The CITY and AGENCY agree that all transactions with AGENCY funds will occur within the AGENCY trust fund.
- b. **Parking Garage Project Asset Reporting Per GASB Standards.** The CITY and AGENCY will follow Chapter 163, Part III, Florida Statutes and GASB standards for accounting pertaining to the Parking Garage Project.
- c. **Annual Audit Reports.** Each fiscal year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated herein by reference. The AGENCY shall also prepare and submit to the COUNTY an annual report of the AGENCY to included audited financial statements to the COUNTY, as required by Section 163.387(8), Florida Statutes. The CITY and AGENCY agree to have the independent auditor preparing the audit report examine AGENCY expenditures and certify

that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this Agreement.

- d. **Meeting.** The City Manager of the CITY or Chairperson of the AGENCY governing body agrees to meet annually with the County Commissioner of District 4 to discuss the annual audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under Section 125.01(1)(x), Florida Statutes, at any time during the remaining term of the AGENCY, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

14. EFFECT OF AGREEMENT. This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement, including the Original Interlocal Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of COUNTY Resolution 2000-249.

15. 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.

16. 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 certified mail:

CITY and CRA:

COUNTY:

17. 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.

18. 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.

19. EFFECTIVE DATE; RECORDING; EFFECT ON PRIOR INTERLOCAL AGREEMENT. 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. Upon recording, this Agreement shall supersede and terminate the Original Interlocal Agreement.

[SIGNATURE BLOCKS]

**REVISED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE, OLDE EAU GALLIE RIVERFRONT COMMUNITY
REDEVELOPMENT AGENCY AND BREVARD COUNTY**

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the CITY”), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter “the AGENCY”), and BREVARD COUNTY, a political subdivision of the State of Florida (in its own name and on behalf of each County Taxing Authority, as defined in section 2e., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called “the COUNTY”).

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, Ch. 163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY’s operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a structured parking garage pursuant to section 163.370(2)(c)3. Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways; and

WHEREAS, on May 24, 2021, the CITY, AGENCY, and COUNTY entered into an Interlocal Agreement, as recorded in Official Records Book 9131, Page 321 of the Public Records of Brevard County, Florida (the “Original Interlocal Agreement”); and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY’s community redevelopment goals; and

WHEREAS, the Parties desire to replace the Original Interlocal Agreement with this Revised and Restated Interlocal Agreement to accomplish the finance and construction of said structured parking garage.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.
2. **DEFINITIONS.** The following terms shall have the meanings indicated below, unless the context requires a different meaning:
 - a. "AGENCY" means the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes.
 - b. "AGENCY Termination Date" means September 30, 2038, unless as otherwise set forth by Section 4 of this Agreement.
 - c. "CITY" means the City of Melbourne, a Florida municipal corporation.
 - d. "COUNTY" means Brevard County, a subdivision of the State of Florida.
 - e. "County Taxing Authority" means the COUNTY, through its Board of County Commissioners, and any COUNTY established municipal services taxing unit or dependent special district on behalf of which the County levies taxes or approves a budget, to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the AGENCY tax increment fund established in accordance with the requirements of Section 163.387, Florida Statutes.
 - f. "Increment" or "Tax Increment" shall have the same meaning as "Increment" as set forth in in Section 163.387(1)(a), Florida Statutes.
 - g. "Parking Garage Project" means a CITY and AGENCY redevelopment project for a structured parking garage with public parking in downtown Eau Gallie.
 - h. "Parking Garage Property" means the CITY property upon which the Parking Garage Project is constructed and operated.
3. **AUTHORITY.** This Agreement is being entered into under the authority vested in the Parties by Section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in Section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
4. **AGENCY TERMINATION DATE.** Pursuant to Section 4 of the Original Interlocal Agreement, on July 6, 2021, the COUNTY adopted Resolution No. 2021-083, and on September 15, 2021, the CITY adopted Ordinance No. 2021-37 to extend the termination date of the AGENCY to September 30, 2038. Pursuant to this Agreement, the AGENCY Termination Date shall be revised to no later than September 30, 2033. The COUNTY shall adopt a supplemental resolution, and the CITY shall adopt an ordinance, revising the termination date of the AGENCY to September 30, 2033.

As with the Original Interlocal Agreement, in the event the CITY and AGENCY are able to complete construction of the Parking Garage Project and satisfy all indebtedness related to the construction of the Parking Garage Project prior to September 30, 2033, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, 2033.

5. ELIGIBLE CITY & AGENCY PROJECT – PARKING GARAGE PROJECT.

- a. **Parking Garage Project.** The Parties agree that the sole AGENCY redevelopment project shall be the development, construction, and operation of the Parking Garage Project. The Parking Garage Project shall create at least two-hundred seventy (270) dedicated public parking spaces. The CITY and AGENCY agree to incorporate reasonable green infrastructure design elements for the stormwater system for the Parking Garage Project for either method of development described in Section 6 below. The Parties agree that the development, procurement, and operation of the Parking Garage Project shall be consistent with, and subject to, the terms and conditions of this Agreement.

Pursuant to Section 11 of the Original Interlocal Agreement, the AGENCY Redevelopment Plan was revised on September 15, 2021, through Ordinance No. 2021-37 to specifically identify the Parking Garage Project. Any further revision of the AGENCY redevelopment plan shall require the approval of the Brevard County Board of County Commissioners.

- b. **Ownership of Parking Garage Project.** The CITY and AGENCY agree that the Parking Garage Project, and the land upon which it is located, shall be owned by the CITY. The COUNTY acknowledges and agrees that, should the Parking Garage Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the use of private development.
- c. **Public Parking Spaces.** The CITY and AGENCY agree that a minimum of two-hundred seventy (270) parking spaces within the Parking Garage Project are to be used as public parking for a period of fifty (50) years and consistent with the terms and conditions of this Agreement.

The CITY and AGENCY further agree that, if the Parking Garage Project is developed as a public-private partnership, no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership.

6. ELIGIBLE PROCUREMENT METHODS FOR PARKING GARAGE PROJECT.

- a. **CITY & AGENCY Capital Improvement Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for capital improvement projects.

- b. **Public-Private Partnership Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for a public-private partnership.

7. ELIGIBLE APPROPRIATIONS AND EXPENDITURES OF AGENCY FUNDS. The Parties agree that the AGENCY may appropriate and expend AGENCY tax increment funds as follows:

- a. **Capital Expenditures and Project-Related Costs.** The Parties acknowledge and agree that the CITY and AGENCY have provided the COUNTY with a cost estimate for a 300-space structured parking garage facility at the Project site in downtown Eau Gallie from engineering consultants with experience developing structured parking garage facilities. The Parties further acknowledge and agree that this cost estimate substantiates the CITY's and AGENCY's intended capital investment of up to \$10.5 million for the Parking Garage Project, whether through a CITY and AGENCY capital improvement project expenditure or through a capital contribution to a public-private partnership project.

In addition to capital expenditures or contributions of up to \$10.5 million toward the Project, the CITY and AGENCY will also incur associated costs with the procurement, development, and construction of this Project including, but not limited to, legal costs related to drafting of construction contracts and a public-private partnership agreement, costs of issuing indebtedness to finance the construction costs or capital contribution, professional engineering design or consulting costs, construction engineering inspection management costs, preconstruction and postconstruction bonds, and other similar related costs of the Project. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds on such costs of the Project to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

Accordingly, the Parties agree that the CITY and AGENCY may appropriate and expend AGENCY tax increment funds (and associated indebtedness contemplated by this Agreement) in an amount not to exceed \$12,075,000 dollars towards the capital expenditures and associated costs of the Parking Garage Project. The COUNTY further agrees that such a capital contribution to a public-private partnership, pursuant to the terms and conditions of this Agreement, does not constitute the use of AGENCY tax increment funds (and related indebtedness contemplated by this Agreement) to subsidize any private portions of the Parking Garage Project or other related private development within a public-private partnership.

- b. **Debt Service on Indebtedness for Parking Garage Project.** The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds to pay outstanding debt service on issued indebtedness for the Parking Garage Project, as described further in Section 8 herein, to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

- c. **Other Administrative Costs of the AGENCY.** Pursuant to Section 6(c) of the Original Interlocal Agreement, the CITY and AGENCY have wound down all other AGENCY projects, obligations, and actions such that the Parking Garage Project is the only remaining project, and all AGENCY expenditures are those associated with the Parking Garage Project and administrative expenses for actions required by Statute, the Original Interlocal Agreement, or the Special Districts Office of the Florida Department of Commerce. Pursuant to this Agreement, the CITY and AGENCY are authorized to expend available AGENCY funds on AGENCY administrative expenses for actions required by Statute, this Agreement, or the Special Districts Office of the Florida Department of Commerce.
- d. **Unspent AGENCY Tax Increment Funds.** The Parties agree that, after the Effective Date of this Agreement, any AGENCY tax increment funds not appropriated or expended pursuant to subsections (a) through (d) above, may either be deposited into an escrow account for the purpose of later reducing the amount of indebtedness pursuant to Section 163.387(7)(c), Florida Statutes, or returned to the Taxing Authorities at the end of each fiscal year pursuant to Section 163.387(7)(a), Florida Statutes.

8. AGENCY INDEBTEDNESS FOR PARKING GARAGE PROJECT.

- a. **Limitations; Purpose.** The Parties agree that the AGENCY may only borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness, and apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required for any of the above in furtherance of the Parking Garage Project pursuant to the terms and conditions of this Agreement. The CITY and AGENCY agree the AGENCY shall not undertake the above-described activities of incurring debt for any other purpose and shall only incur indebtedness consistent with this Agreement.
- b. **Amount; Maturity Date.** The Parties agree that the AGENCY's projections for tax increment funding to the AGENCY through the Termination Date can support indebtedness for the expenditures set forth in Section 7 in furtherance of the Parking Garage Project. The COUNTY agrees and authorizes the CITY and AGENCY to issue indebtedness for the Parking Garage Project and related eligible expenditures, so long as the maturity date of the indebtedness does not exceed the AGENCY Termination Date.
- c. **Tax-Basis.** The indebtedness for the Parking Garage Project shall be issued on a tax-exempt basis, unless the CITY and AGENCY's bond counsel advises that all or a portion of it should be issued on a taxable basis.

9. PUBLIC PARKING SPACES; PARKING REVENUE AND ELIGIBLE USES OF SUCH REVENUE.

- a. **Term of Free Public Parking; Time Limits; Enforcement.** The Parties agree that the public parking spaces of the Project will be available with no term parking charges (i.e. hourly, daily, etc.) for a period of fifteen (15) years

after the Project is completed. Notwithstanding this provision for public parking with no term charges, the CITY and AGENCY are authorized to adopt and enforce time limitations on public parking, and to enforce penalties of those time limitations through fines and charges as adopted by City Council.

- b. **Paid Public Parking.** Subsequent to the end of the fifteen (15) year term as described in subsection (a) above, , the CITY is authorized to adopt and enforce term charges (i.e. hourly, daily, etc.), time limitations, and penalties for the public parking spaces of the Project as adopted by City Council.
- c. **Eligible Uses of Public Parking Fees and Enforcement Revenues.** For a term of ten (10) years after adopting term parking rates as described in Section 9(a) above, the CITY and AGENCY agree that all net revenues (after enforcement and administrative costs) of paid parking charges from Section 9(b) above shall be utilized in the following order of priority:
 - i. **Capital Maintenance Reserves for the Project:** The CITY will first utilize parking revenues to fund its capital maintenance reserves for the Project, based on each relevant adopted fiscal year budget and the City's capital reserve and investment policies.
 - ii. **Annual Operational and Maintenance Obligations for the Project:** The CITY will next utilize parking revenues for any annual operational and maintenance obligations it may have for the Parking Garage Project.

At the conclusion of the ten (10) year term described above, the CITY shall not be restricted in the uses of revenue from paid public parking spaces of the Parking Garage Project.

- d. **Rate Structure of Parking Management Plan.** The CITY and AGENCY agree that the rate structure of term parking rates will [COUNTY language for uniform rates, etc.] During the initial ten (10) year term described in Section 9(c) above, the CITY and AGENCY will make reasonable attempts to set rates to collect annual revenues for the estimated needs for the eligible uses set forth in subsection (c) above.

10. CITY AND COUNTY TAX INCREMENT CONTRIBUTION.

- a. **COUNTY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the COUNTY agrees to continue its annual contribution to the AGENCY TAX increment trust fund in every fiscal year through the AGENCY Termination Date.
- b. **CITY Tax Increment Contribution.** Pursuant to Section 163.387, Florida Statutes, the CITY agrees to continue its annual contribution to the AGENCY tax increment trust fund in every fiscal year through the AGENCY Termination Date.

11. RESTRICTIVE COVENANT. In furtherance of the terms and condition set forth in this Section 5, the CITY and AGENCY agree to execute and record a restrictive covenant on the Parking Garage Property in the Public Records of Brevard County, Florida for the following:

- i. That the Parking Garage Property shall be owned by the CITY for a period of fifty (50) years from the date the restrictive covenant is recorded, except as authorized to be transferred by the COUNTY;
- ii. That a minimum of two-hundred seventy (270) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;
- iii. That no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership; and
- iv. Notwithstanding the dedication of two-hundred seventy (270) parking spaces for public parking, such public parking shall be subject to the fee and enforcement provisions of Section 9 of this Agreement.

12. BOUNDARIES. The Parties agree that the CITY and AGENCY shall not modify the AGENCY redevelopment plan to expand the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment Area without the consent of the COUNTY.

13. ACCOUNTING; ANNUAL AUDIT; REPORT; MEETING.

- a. **Transfers of AGENCY Funds.** The CITY and AGENCY agree that all transactions with AGENCY funds will occur within the AGENCY trust fund.
- b. **Parking Garage Project Asset Reporting Per GASB Standards.** The CITY and AGENCY will follow Chapter 163, Part III, Florida Statutes and GASB standards for accounting pertaining to the Parking Garage Project.
- c. **Annual Audit Reports.** Each fiscal year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated herein by reference. The AGENCY shall also prepare and submit to the COUNTY an annual report of the AGENCY to included audited financial statements to the COUNTY, as required by Section 163.387(8), Florida Statutes. The CITY and AGENCY agree to have the independent auditor preparing the audit report examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this Agreement.
- d. **Meeting.** The City Manager of the CITY or Chairperson of the AGENCY governing body agrees to meet annually with the County Commissioner of District 4 to discuss the annual audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under Section 125.01(1)(x), Florida Statutes, at any time during the remaining term of the AGENCY, the COUNTY shall have the right to require the AGENCY to retain

an independent auditor to conduct a performance audit paid for by the COUNTY.

14. EFFECT OF AGREEMENT. This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement, including the Original Interlocal Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of COUNTY Resolution 2000-249.

15. 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.

16. 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 certified mail:

CITY and CRA:

COUNTY:

17. 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.

18. 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.

19. EFFECTIVE DATE; RECORDING; EFFECT ON PRIOR INTERLOCAL AGREEMENT. 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. Upon recording, this Agreement shall supersede and terminate the Original Interlocal Agreement.

[SIGNATURE BLOCKS]