

AGENDA ITEM SUMMARY

Meeting Date:	MAY 1, 2019
Agenda Category:	UNFINISHED BUSINESS
Agenda Item Number:	9 A
Subject:	RECOMMENDATION TO COUNCIL TO APPROVE INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROCKLEDGE, THE ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY, AND BREVARD COUNTY

Attachments:	Draft Interlocal Agreement
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Staff Contact:	City Manager Fettrow
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Background:	<p>For the past several years, there has been much attention placed on community redevelopment agencies around the state, as well as at the local level. In April 2017, a workshop was held between the Board of County Commissioners and the Mayors/Councilmen of the municipalities. As a result of that joint meeting, it was agreed that each municipality would work with the County to execute an Interlocal Agreement between each respective municipality, its community redevelopment agency, and the County. At its meeting on August 23, 2017, the Redevelopment Agency Board of Commissioners unanimously voted to recommend Council approval of the draft Interlocal Agreement, and Council approved the Agreement on September 6, 2017. Since that time, several meetings between the City Manager, County Manager, City Attorney, and County Attorney have transpired and have resulted in slight modifications to the language. The proposed amendments have been reviewed carefully by the City Manager; Assistant City Manager, from an audit/accounting perspective; and City Attorney, and all parties involved recommend approval of said changes.</p>
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Reference:	April 13, 2017, County Commission Workshop; Chapter 163, Part III, Florida Statutes
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Suggested Action:	Accept the recommendation from the City Manager, Assistant City Manager, and City Attorney to approve the Interlocal Agreement between the City of Rockledge, the Rockledge Community Redevelopment Agency, and Brevard County and to forward said Agreement to the County for placement on a subsequent agenda of the Brevard County Commission
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**INTERLOCAL AGREEMENT
BETWEEN CITY OF ROCKLEDGE,
CITY OF ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY, AND
BREVARD COUNTY**

THIS INTERLOCAL AGREEMENT is entered into by and between the following Parties: CITY OF ROCKLEDGE, a Florida Municipal Corporation, 1600 Huntington Lane, Rockledge, Florida, 32955 (HEREINAFTER "the CITY"), the CITY OF ROCKLEDGE COMMUNITY REDEVELOPMENT AGENCY, a Florida Dependent Special District, 1600 Huntington Lane, Rockledge, Florida, 32955, (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 2b., below, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940 (HEREINAFTER "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 2002-481 and Ordinance No. 1355-2004 and approved its Community Redevelopment Plan pursuant to Resolution No. 2002-489.1 after the COUNTY delegated its authority under Chapter 163, Part III, Florida Statutes, as set forth in COUNTY Resolution 01-419; 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. 1277-2002 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 fund payments required by Section 163.387(1), Florida Statutes, and CITY Ordinance No. 1277-2002 to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction because of COUNTY charter restrictions on ad valorem tax revenues; and

WHEREAS, the CITY and COUNTY have had a reasonable relationship throughout the years; and

WHEREAS, the CITY and the AGENCY have proven to be outstanding partners to the COUNTY, with the CITY having contributed \$1,844,596.07 in transportation impact fees to the COUNTY widening project for Barnes Boulevard, a COUNTY roadway; allocating funding in the amount of \$250,000.00 from the AGENCY toward beautification elements for this COUNTY project; and constructing a privacy wall not to exceed \$31,000.00 for this COUNTY project; and

WHEREAS, the AGENCY further partnered with the COUNTY on the conversion of a blighted car wash into a COUNTY bus pull-off and shelter in the amount of \$248,051.49, for which CITY expends roughly \$8,100.00 annually to maintain for COUNTY; and

WHEREAS, the AGENCY further partnered with the COUNTY by significantly improving the drainage conditions on Cedar Street, resulting in increased accessibility to COUNTY'S Emergency Operations Center; and

WHEREAS, the AGENCY further partnered with the COUNTY by enticing a private-sector development project in the amount of approximately \$2.5 million from which COUNTY benefits greatly due to the creation of 125 jobs and additional property tax revenue; and

WHEREAS, since its inception in 2004, the AGENCY'S Facade Improvement Grant Program has provided nearly \$650,000.00 for exterior enhancements to retail and commercial businesses within its Redevelopment District boundaries and has witnessed a resurgence in this area as well as a sizeable return on investment when considering the amount of capital invested by the private sector, the creation of private-sector jobs, and the increases in property tax values.

NOW THEREFORE, the Parties mutually agree as follows:

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

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 (MSTU) or

dependent special district on behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the AGENCY tax increment funding 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 to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY TERMINATION DATE.** The Parties agree the Agency termination date will be September 30, 2026. The Parties agree that the 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 the AGENCY tax increment fund.

5. **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 September 30, 2026.

6. **INDEBTEDNESS.** The CITY and AGENCY agree not to incur any new indebtedness of any kind which extends past the AGENCY termination date. No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the ~~CRA-AGENCY~~ from incurring indebtedness of any kind allowed by law. However, the Parties agree to the maturity date for any existing or future indebtedness incurred by the ~~CRA-AGENCY~~, for which COUNTY ~~THE tax increment~~ payments have been pledged as a source of revenue, shall not extend beyond the ~~CRA-AGENCY~~ Termination Date. 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.

7. **ANNUAL AUDIT; REPORT; AND MEETING.** Each year, the ~~CRA-AGENCY~~ shall prepare and submit to the ~~County-COUNTY~~ a report in the form set forth in Exhibit A, attached ~~hereto and incorporated by this reference~~. The ~~CRA-AGENCY~~ and CITY shall also submit the annual ~~CRA-AGENCY~~ audit report required by section 163.387(8), Florida Statutes. ~~The CITY and CRA agree to allow the COUNTY to engage at their own expense and contractually require an independent auditor, mutually agreed upon by the CRA and COUNTY, to examine CRA expenditures.~~ The City Manager of the CITY or Chairperson of the ~~CRA-AGENCY~~ governing body

shall annually meet with the County Commissioner in whose District the CRA AGENCY is located to discuss the annual, audit, and examination reports. The CITY and COUNTY agree that, ~~in accordance with its authority under section 125.01(x), Florida Statutes,~~ at any time during the term of this agreement, the COUNTY shall have the right to ~~require the CRA to~~ retain an independent auditor, at the COUNTY's expense, to conduct any other audit of the AGENCY ~~paid for by the COUNTY's expenditures, allowed by law.~~

8. **COUNTY AND CITY TAX INCREMENT PAYMENTS.** The COUNTY and the CITY agree to continue their respective annual contributions to the Agency tax increment fund as required by section 163.387, Florida Statutes, in every fiscal year through the Agency termination date. The Parties agree the COUNTY shall not be required to pay any tax increment payments after the Agency termination date.

9. **PROJECT IDENTIFICATION.** The Parties agree that the Community Redevelopment Plan shall identify the AGENCY redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Redevelopment Plan, is attached as Exhibit "B," and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating Plan-approved funding to other projects identified in the approved AGENCY Plan, provided that any new projects not specified in the plan do not exceed the total planned expenditures outlined in the Plan. 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.

10. **LIMITATION ON AGENCY ADMINISTRATIVE SERVICE 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. However, the reimbursement, payable from COUNTY tax increment payments, shall not exceed five percent (5%) of the total COUNTY tax increment payments for each fiscal year in which reimbursement is made.

11. **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 ~~97-16101-419~~.

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

13. **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 Manager or COUNTY Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of same in first-class mail, postage prepaid by certified mail:

CITY: City Manager Dr. Brenda Fettrow
City of Rockledge
1600 Huntington Lane
Rockledge, FL 32955
bfettrow@cityofrockledge.org

AGENCY: Chairman, c/o City Manager
City of Rockledge
1600 Huntington Lane
Rockledge, FL 32955

COUNTY: County Manager Frank Abbate
2725 Judge Fran Jamieson Way
Bldg. C
Viera, FL 32940

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

14. **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.

15. **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.

16. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both Parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in the Notice Section of this Agreement.

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

ATTEST:

CITY OF ROCKLEDGE

By: _____

, Mayor

(as approved by the City Council on _____ 2019)

**CITY OF ROCKLEDGE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

, Chair

(as approved by the Board on _____ 2019)

ATTEST

BREVARD COUNTY

Scott Ellis, Clerk

By: _____

Kristine Isnardi, Chair

(as approved by the Board on _____ 2019)

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 Balances
 - c. Summary of Projects, Grants and Debt
- VII. Performance Information
 - a. Total projects started, completed and estimate cost for each project
 - b. Number of jobs create and sector of the economy from which these jobs were created within the CRA

Community Redevelopment Agency Annual Report Template

- c. Number of jobs retained within the CRA
- d. Assessed property values when CRA was enacted vs. current assessed property values
- e. 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
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Exhibit B
**CRA Approved Projects as Outlined in the Rockledge
Community Redevelopment Plan Update of 2012**

- ◆ **Redevelopment of Barton Boulevard Corridor**
 - Village Green Shopping Center
 - Barton Commons Shopping Center*
 - Establishment of Commercial or Neighborhood Hub in proximity to City Hall*
 - Improvement of Areas Adjacent to City Hall*

Rockledge Community Redevelopment Plan Update (2012), Page 10

- ◆ **Barnes Boulevard**
 - Completion of Barnes Boulevard Widening Project with Streetscape Amenities*

Rockledge Community Redevelopment Plan Update (2012), Page 15

- ◆ **Neighborhood Improvements**
 - Completion of Cocoa-Rockledge Drainage Enhancements and Neighborhood Improvements*
 - Barton Park and Huntington Lakes Enhancements and Amenities*
 - Carboni Park Drainage Enhancements and Neighborhood Improvements/New Road from Carboni Park to Murrell Road

Rockledge Community Redevelopment Plan Update (2012), Page 32

- ◆ **Redevelopment of Florida Avenue Corridor**
 - Carnival Mall Site
 - Relocation of School Board Facility
 - Property Acquisition/Land Assembly
 - Relocation of School Board Facility

Rockledge Community Redevelopment Plan Update (2012), Page 35

- ◆ **U.S. Highway 1/Barton Boulevard**
 - Relocation of the Public Works Complex to a less visible site; in the short-term, landscape screening should be considered

Rockledge Community Redevelopment Plan Update (2012), Page 35

- ◆ **Miscellany**
 - Preparation of a Citywide Beautification Master Plan
 - Implementation of Gateway Signage, especially at Barnes/Fiske area*
 - Implementation of a Uniform Directional Signage System (Wayfaring)
 - Continuing Administration of the Façade Improvement Grant Program

Rockledge Community Redevelopment Plan Update (2012), Page 47

**Projects in progress or identified as priority*