



## **AGENDA**

### **BAYFRONT COMMUNITY REDEVELOPMENT AGENCY**

Special Meeting 2019 – 08

November 7, 2019 – 6:30 p.m.

City Hall Council Chambers

120 Malabar Rd SE, Palm Bay, FL 32907

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#### **CALL TO ORDER:**

#### **ROLL CALL:**

#### **CONSENT AGENDA:**

There will be no separate discussion on those items listed under Consent Agenda (indicated with asterisks(\*)). They will be enacted by the BCRA Commissioners in one motion. If discussion is desired by the BCRA Board, that item will be removed from the Consent Agenda by the Board and will be considered in the order that it appears on the agenda.

#### **ADOPTION OF MINUTES:**

1. Bayfront CRA Regular Meeting 2019-07, October 22, 2019

#### **PUBLIC COMMENTS (NON-AGENDA ITEMS):**

*Public Comments on Agenda Items* – Individuals wishing to address agenda items can do so at the time the agenda item is being considered by the Agency. The Chairperson will ask if there are any public comments prior to the Agency taking action on the item. All speakers will be limited to three (3) minutes for non-agenda items.

#### **PRESENTATIONS:**

#### **OLD BUSINESS:**

1. INFORMATIONAL: Interlocal Agreement between County, City of Palm Bay and Bayfront CRA
2. INFORMATIONAL: Commercial Façade Improvement Grant Program Guidelines

**NEW BUSINESS:**

**COMMISSIONER REPORTS:**

**OTHER AGENCY BUSINESS:**

**ADJOURNMENT:**

If an individual decides to appeal any decision made by the Bayfront Community Redevelopment Agency with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim. In accordance with the Americans with Disabilities Act and Section 90.6063(4), Florida Statutes, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the Bayfront Community Redevelopment Agency at (321) 409-7187 or Florida Relay System at 711.

**BAYFRONT COMMUNITY REDEVELOPMENT AGENCY**  
**City of Palm Bay, Florida**

**Regular Meeting 2019-07**

Held on Tuesday, the 22<sup>nd</sup> day of October 2019, at City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Bayfront Community Redevelopment Agency Office, City Hall Annex, Palm Bay, Florida.

The meeting was called to order by Chairperson Capote at approximately 7:00 p.m.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	William Capote	Present
<b>VICE-CHAIRPERSON:</b>	Brian Anderson	Present
<b>COMMISSIONER:</b>	Harry Santiago, Jr.	Present
<b>COMMISSIONER:</b>	Jeff Bailey	Present
<b>COMMISSIONER:</b>	Kenny Johnson	Present
<b>COMMISSIONER:</b>	James Ritter	Present
<b>COMMISSIONER:</b>	Aaron Parr	Present
<b>BAYFRONT CRA ATTORNEY:</b>	Jennifer Cockcroft	Present

Commissioner Johnson participated in the meeting via teleconference.

**STAFF MEMBERS:**

Joan Junkala, Bayfront CRA Administrator; Lisa Morrell; City Manager; Danielle Crotts, Agency Secretary

**CONSENT AGENDA:**

There were no items to consider under Consent Agenda.

**ADOPTION OF MINUTES:**

- 1. Bayfront CRA Special Meeting 2019-06; September 5, 2019.**

Motion by Commissioner Santiago, seconded by Vice-Chairperson Anderson, to approve the minutes as presented. Motion carried unanimously.

**PUBLIC COMMENTS (NON-AGENDA ITEMS):**

There were no Public Comments.

**PRESENTATIONS:**

There were no Presentations.

**OLD BUSINESS:**

**1. Draft Interlocal Agreement between County, City and Bayfront CRA**

Ms. Junkala gave a brief overview of the Interlocal Agreement, which allows the CRA to carry out its programs and projects as approved by the CRA Board for Fiscal Year 2020; however, starting with the Fiscal Year 2021, the CRA would not be authorized to pledge funds outside of the payment of the bond debt, the contractual obligation to Northshore Development, and legally required administrative expenses.

Commissioner Ritter asked if the proposed Commercial Façade Improvement Grant Program would carry through 2024 or stop in 2020. Ms. Junkala stated the grant program would only continue through the end of Fiscal Year 2020, therefore all applicants of the Program would need to have begun and completed their construction and improvements within Fiscal Year 2020.

Motion by Commissioner Bailey, seconded by Vice-Chairperson Anderson, to approve the draft Interlocal Agreement between Brevard County, City of Palm Bay and the Bayfront CRA as presented. Motion carried unanimously.

Commissioner Bailey stated he was in support of the agreement as it would help to minimize unnecessary spending and the savings could instead be used to pay off debts.

**2. Amendments to the FY 2020 Budget of the Bayfront Redevelopment Trust Fund**

Ms. Junkala stated that there was an increase of approximately \$70,127.00 from the previously estimated Fiscal Year 2020 revenues as a result of an increase in the assessed property values provided by the Brevard County Property Appraiser's Office, and an adjustment made to be consistent with the millage rate adopted by City Council at the Regular Meeting held on September 26, 2019.

Motion by Vice-Chairperson Anderson, seconded by Commissioner Parr, to approve the amendments to the FY2020 Budget of the Bayfront Redevelopment Trust Fund. Motion carried unanimously.

## **NEW BUSINESS:**

### **1. Consideration of proposed Commercial Façade Improvement Grant Program**

Ms. Junkala provided a brief overview of the details and guidelines of the Program.

Commissioner Bailey asked about the total amount set aside for the Program. Ms. Junkala stated that CRA Board approved \$50,000.00 for the Program in the Fiscal Year 2020 budget.

Commissioner Bailey made a motion not to approve the Commercial Façade Improvement Grant Program. Motion died for lack of a second.

Motion by Commissioner Ritter, seconded by Commissioner Santiago, to approve the Commercial Façade Improvement Grant Program. Motion carried with members voting as follows: Chairperson Capote, Yea; Vice-Chairperson Anderson, Yea; Commissioner Santiago, Yea; Commissioner Bailey, Nay; Commissioner Johnson, Yea; Commissioner Ritter, Yea; Commissioner Parr, Yea.

Commissioner Ritter said he thinks this would serve as an incentive for anyone looking to develop in the Bayfront area. Commissioner Santiago also spoke in favor of the Program.

Commissioner Bailey stated he thinks the money should be put back into the general fund to focus on infrastructure.

## **COMMISSIONER REPORTS:**

Commissioner Ritter reported tall grass needing to be cut at a City owned property which was being utilized as a passive park located at 1644 Main Street NE. He also asked about the status of an abandoned camper located at 2750 Kirby Circle NE. He said he reported the camper in June-July, and it was still there. Ms. Junkala stated she would follow up on both items.

## **OTHER AGENCY BUSINESS:**

### **1. Staff Report**

There was no Staff Report.

**ADJOURNMENT:**

The meeting was adjourned at approximately 7:14 PM.

X

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William Capote  
CHAIRPERSON

X

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Danielle Crotts  
AGENCY SECRETARY



## MEMORANDUM

**TO: Bayfront CRA Board of Commissioners**

**FROM: Joan Junkala, Community & Economic Development**

**DATE: November 7, 2019 – Special Meeting 2019-08**

**RE: Interlocal Agreement between Brevard County, City of Palm Bay and the Bayfront Community Redevelopment Agency**

At the Regular Meeting of the Bayfront CRA held on October 22, 2019, the Board unanimously approved an Interlocal Agreement (ILA) between Brevard County, City of Palm Bay and the Bayfront CRA. Staff advised the CRA Board that the ILA allowed for the funding of projects as approved by the Board with the adoption of the Fiscal Year (FY) 2020 Budget Resolution 2019-01 at the Regular Meeting held on July 23, 2019. However, after further discussions between the City Attorney's Office and Brevard County Attorney's Office, it was clarified that the Interlocal Agreement prohibits any expenditures which are not authorized as described within Sections 6(c) and 3(a) of the ILA and County Resolution 2019-198, respectively. Therefore, the CRA shall take no action on FY 2020 budget projects and priorities previously approved by the Board, which are not consistent with Resolution 2019-198 and the attached ILA.

Additionally, attached for review is a Proposed Budget Amendment to the FY 2020 Adopted Budget of the Redevelopment Trust Fund. The Proposed Budget Amendment provides for only such items as authorized within the ILA and County Resolution 2019-198, which include debt service payments on the 2006 Bond, contractual obligations existing on the date of adoption of the Resolution, and future obligations and expenditures necessary to perform legally required administrative activities to maintain the CRA as an entity in good standing through its expiration date. This Proposed Budget Amendment will return to the Bayfront CRA Board at the Regular Meeting scheduled for December 17, 2019 for final approval.

On October 8, 2019, the Brevard County Board of County Commissioners voted unanimously to adopt a Resolution 2019-198 revoking authority to enter new contracts, incur indebtedness or issue bonds from now until 2024. The Resolution and (ILA) allows for the payment of all known existing obligations but does not allow annual or new contracts. This measure is meant to serve as a solution for the Board of County Commissioners until such time the County, City and CRA agree on and execute an interlocal agreement. To that end, the Board of County Commissioners unanimously approved and authorized Chair Isnardi to execute the attached (ILA).

November 7, 2019

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At the request of the Brevard County Manager, a Special Meeting of the Bayfront CRA Board was scheduled prior to the Regular Meeting of City Council on September 5, 2019 to bring forth a draft interlocal agreement for review and approval. On September 5, the Bayfront CRA Board and the City Council of the City of Palm Bay approved and authorized the Mayor to execute an ILA, which was drafted and finalized in coordination with Brevard County Manager's Office and County Attorney's Office. However, at the County Commission meeting held on September 17, the County Manager brought forth six (6) options for the Board's consideration. The options range from accepting the previously approved ILA to revoking the delegation of authority. The item was tabled by Commissioner Tobia to allow for a follow-up discussion and better understanding of current debt and contractual obligations.

In 2017, Brevard County provided a draft Interlocal Agreement (ILA) to the City of Palm Bay for discussion. The initial ILA was intended to reduce or cease the County's future annual CRA tax increment finance (TIF) contributions to the Bayfront Redevelopment Trust Fund in order to utilize those funds for road maintenance, construction, and reconstruction, achieving their goals for advancing the County's road program. To that end, the ILA sought to redirect CRA funds towards improvement of County roads within the redevelopment district boundaries; however, no such roads exist within the boundaries of the CRA. Additionally, the draft ILA called for the early sunset of the CRA, which is scheduled to naturally expire in 2024.

#### **RECOMMENDATION:**

There is no action required.

Attachment(s):

- 1) Interlocal Agreement between Brevard County, City of Palm Bay and the Bayfront Community Redevelopment Agency
- 2) Resolution No. 2019-198 Brevard County
- 3) Proposed Budget Amendment to the FY 2020 Adopted Budget of the Redevelopment Trust Fund



**INTERLOCAL AGREEMENT  
BETWEEN CITY OF PALM BAY,  
BAYFRONT COMMUNITY REDEVELOPMENT AGENCY, AND  
BREVARD COUNTY, FLORIDA**

**THIS INTERLOCAL AGREEMENT** entered into the 8th day of October, 2019, by and between the following Parties: the CITY OF PALM BAY, a Florida municipal corporation, (hereinafter "the CITY"), the BAYFRONT COMMUNITY REDEVELOPMENT AGENCY, (hereinafter "the Agency") a dependent Special District of the State of Florida, 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 99-20 and approved its Community Redevelopment Plan after the COUNTY delegated its authority under Chapter 163, Part III, Florida Statutes, as set forth in COUNTY Resolution 99-11; and

**WHEREAS**, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes under CITY Ordinance 99-19; 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, 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 due to county charter restrictions on ad valorem tax revenues and other factors; and

**WHEREAS**, the COUNTY has asked the CITY and the AGENCY to cooperate in a potential solution to the County budget concerns by negotiating an Interlocal agreement in order to work toward assisting with the COUNTY's goal of enhancing activities towards road maintenance, construction and reconstruction.

**NOW, THEREFORE**, the Parties mutually agree as follows:

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

2. **DEFINITIONS.** The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in 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 districts in 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 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. **EXPIRATION OF AGENCY.** The AGENCY shall expire on May 4, 2024. The parties agree that the AGENCY, the CITY and COUNTY shall take such actions as may be required to terminate the AGENCY on the date of expiration, which actions shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances which delegated authority to the CITY to create an AGENCY and associated Trust Fund.

5. **TAX INCREMENT FUND CONTRIBUTIONS.** In accordance with section 163.387(3)(b), Florida Statutes, notwithstanding any provision in section 163.387, Florida Statutes to the contrary, after May 4, 2024, the COUNTY shall no longer be required to contribute a tax increment of any amount to the AGENCY tax increment fund.

6. **INDEBTEDNESS, AUTHORIZED EXPENDITURES, AND DISPOSITION OF ASSETS.**

- a) The Parties agree that the AGENCY will not incur any new indebtedness pledging COUNTY tax increment funds as a source of repayment after the execution of this Agreement. 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.
- b) The Parties agree that the AGENCY may expend no more than \$330,218 on land acquisition for those properties identified in Exhibit "B"
  - i. Should the AGENCY acquire any of the properties listed in Exhibit "B," and if such properties are not disposed of prior to the expiration of the AGENCY, the PARTIES agree that any proceeds from a sale or other disposition of the property shall be allocated between the CITY and COUNTY according to the proportionality of the Tax Increment Fund Contributions for the Fiscal Year in which the land acquisition takes place.
- c) The Parties agree that the AGENCY shall cease all other expenditures, except those for which there is a contractual obligation or are otherwise required by law. This includes, but is not limited to, Operating Expenses, Personnel Services, and Capital Outlay.
- d) The Parties agree that any unspent tax increment funding revenue will be

distributed at the end of each fiscal year back to the County and City, based upon the percentage of contributions by the CITY and COUNTY.

- e) The Parties intent is that at the end of Fiscal Year 2020, the AGENCY's only remaining obligations will be repayment of the 2006 Bond, the contractual obligations in the Northshore Development Agreement, and any other expenditures required by Statute or the Special Districts Office of the Florida Department of Economic Opportunity.
- f) The Parties agree that the AGENCY shall not make any amendments to existing agreements without County approval.

**7. 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. 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. At the discretion of the COUNTY, any performance audit of the AGENCY required by the COUNTY may include any or all of the matters specified in the definition of "performance audit" set forth in section 11.45(1)(j), Florida Statutes.

**8. LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of the Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY, which are necessary the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. However, said reimbursement, payable from COUNTY tax increment fund payments shall not exceed \$20,000 in Fiscal Year 2020. Following fiscal year 2020, the CITY and AGENCY agree to further limit said reimbursement, other than as required by Statute or the Special Districts Office of the Florida Department of Economic Opportunity, to zero (0) dollars.

**9. EFFECT OF AGREEMENT.** This agreement, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the Parties to this agreement constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, to the extent that they are in conflict with this Agreement. This agreement may be amended only by written

agreement approved and executed with the same formalities as this Agreement by all Parties. 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 99-111.

**10. 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.

**11. 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:

AS TO CITY:  
CITY OF PALM BAY  
City Manager  
120 Malabar Road SE  
Palm Bay, FL 32907

AS TO AGENCY:  
Bayfront Community  
Redevelopment Agency  
Agency Administrator  
120 Malabar Road SE  
Palm Bay, FL 32907

AS TO COUNTY:  
County Manager  
2725 Judge Fran Jamieson Way  
Melbourne FL 32940  
email address:  
[Frank.Abbate@brevardfl.gov](mailto:Frank.Abbate@brevardfl.gov)

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

**12. 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.

**13. 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.

**14. 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. 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 signed on this the first date first above written.

**CITY OF PALM BAY**

By: \_\_\_\_\_  
William Capote, Mayor  
Date: \_\_\_\_\_

**BAYFRONT COMMUNITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
William Capote, Chairman  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Terese Jones, City Clerk

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Kristine Isnardi, Chair  
(as approved by the Board on  
Oct. 8, 2019)

ATTEST: \_\_\_\_\_  
Scott Ellis, Clerk

## **Community Redevelopment Agency Annual Report Template**

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- 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**

### **AUTHORIZED LAND ACQUISITIONS**

- 1) Parcel ID 28-37-24-27-5-3: 1526 Water Dr NE Palm Bay FL 32905
- 2) Parcel ID 28-37-24-27-5-1: 1506 Water Dr NE Palm Bay FL 32905
- 3) Parcel ID: 28-37-24-25-2-1: No Address Assigned
- 4) Parcel ID: 28-37-24-25-2-7: 2949 Bay Blvd NE Palm Bay FL 32905
- 5) Parcel ID: 28-37-24-25-2-33: 2930 Kirkland Rd NE Palm Bay FL 32905
- 6) Parcel ID: 28-37-24-25-\*-K: Address Not Assigned
- 7) Parcel ID: 28-37-13-52-A-1: 3105 Bay Blvd NE Palm Bay FL 32905



**RESOLUTION NO. 2019-198**

**A RESOLUTION MODIFYING DELEGATION OF COMMUNITY REDEVELOPMENT AGENCY POWERS TO THE CITY OF PALM BAY IN BREVARD COUNTY IN RESOLUTION 99-111; REVOKING AUTHORIZATION TO ISSUE BONDS, PLEDGE FUNDS, INCUR DEBT, OBTAIN LOANS, AND LIMITING OTHER FINANCIAL ACTIVITIES FOR THE CITY OF PALM BAY AND THE BAYFRONT COMMUNITY REDEVELOPMENT AGENCY; 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 a Resolution pursuant to section 163.410, Florida Statutes, delegated authority to the City of Palm Bay to create a community redevelopment agency; and

**WHEREAS**, the County provided for a conditional delegation of powers to the City of Palm Bay, 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 shall take all necessary or appropriate action to protect the interests of any holders of bonds issued by the Community Redevelopment Agency; and

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

**WHEREAS**, Brevard County has critical funding needs for many County purposes including, but not limited to, improving infrastructure to improve transportation and prevention of pollution of the Indian River Lagoon; and

**WHEREAS**, the Board of County Commissioners finds that it is necessary for the protection of the fiscal interests of the public to revoke specific portions of its delegation of authority to the City of Palm Bay.

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

1. The foregoing recitals are incorporated by reference in this Resolution as findings.
2. This action is to impact only the City of Palm Bay and the Bayfront Community Redevelopment Agency and this action amends Brevard County's delegation of community redevelopment powers in Brevard County Resolution 99-111, dated May 4, 1999. This intent of this Resolution is that the City of Palm Bay and the Bayfront Community Redevelopment Agency should not be authorized to enter into any new or amended projects, or obligate and expend any funds after the adoption of this Resolution unless legally required to do so.
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 Palm Bay and Bayfront Community Redevelopment Agency have certain powers revoked as of the date of adoption of this resolution:
  - a. The City of Palm Bay's authority, and thereby the Community Redevelopment Agency's (CRA) authority, to obligate, expend or other authorize the expenditure of tax increment fund revenue is revoked, except that the CRA may (1) authorize and expend tax increment revenue payments on its bond and its existing contractual obligations as those agreements exist on the date of adoption of this Resolution; and (2) may authorize such future obligations and expenditures necessary to perform legally required administrative activities to maintain the CRA as an entity in good standing through its expiration date.
  - b. The City of Palm Bay's authority, and thereby the Community Redevelopment Agency's authority, to borrow money, issue bonds or refunding bonds, pledge tax increment funds, incur indebtedness, to apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required, is revoked.
  - c. The County retains all authorities not specifically delegated to the City of Palm Bay in Resolutions 99-111, and those authorities subsequently revoked.
4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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.
5. This resolution shall take effect on the date of adoption.

**DONE AND ADOPTED**, this 8 day of October, 2019, in Regular Session by the Board of County Commissioners, Brevard County, Florida.

Attest: ,

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_

Kristine Isnardi, Chair

(as approved by the Board on Oct. 8, 2019)

ACCT #	BAYFRONT REDEVELOPMENT TRUST FUND DESCRIPTION	ACCOUNT	FY 2020 APPROVED BUDGET	FY 2020 AMENDED BUDGET	DELTA
<b>181-0000</b>	<b>REVENUES</b>				
311-1001	Current Taxes / Operating Millage		\$1,327,443	\$1,327,443	\$ -
361-1001	Interest / Other Earnings		\$6,400	\$6,400	\$ -
	<b>SUBTOTAL</b>		<b>\$1,333,843</b>	<b>\$1,333,843</b>	<b>\$ -</b>
<b>181/559</b>	<b>PERSONNEL SERVICES</b>				
1210	Full-Time Salaries / Wages		\$77,250	\$20,000	\$ 57,250
1310	Other Salaries / Part-Time		\$18,000	\$0	\$ 18,000
1512	Insurance Benefit Credit		\$539	\$0	\$ 539
2110	Social Security / Medicare		\$5,910	\$0	\$ 5,910
2210	Retirement Contribution		\$6,953	\$0	\$ 6,953
2320	Emp Health Ins Premiums		\$9,371	\$0	\$ 9,371
2330	Other Emp Ins Premiums		\$555	\$0	\$ 555
2410	Workers Compensation		\$1,769	\$0	\$ 1,769
2610	Termination Benefits		\$5,422	\$0	\$ 5,422
	<b>SUBTOTAL</b>		<b>\$125,769</b>	<b>\$20,000</b>	<b>\$ 105,769</b>
<b>181/559</b>	<b>OPERATING EXPENSES</b>				
3101	Professional Services / Legal Fees		\$10,000	\$10,000	\$ -
	>> <i>Nabors Giblin &amp; Nickerson (Bond Counsel)</i>				
3108	Professional Services / Consultant Services		\$50,000	\$0	\$ 50,000
3109	Professional Services / Investment Services		\$0	\$0	\$ -
3141	Professional Services / Other Pro Svcs		\$3,000	\$3,000	\$ -
	>> Swagit monitoring for CRA Board Meetings				
3201	Audit Costs		\$577	\$577	\$ -
3402	OCS / Mowing Contracts		\$90,232	\$90,232	\$ -
	>> <i>Ground Professionals LLC - maintenance of US 1 landscape improvements</i>				
3409	OCS / Other Contract Services		\$7,000	\$0	\$ 7,000
	>> <i>LoopLink &amp; Costar (Goal 5.1.3.1) -- 50/50 split with EDEA</i>				
3420	OCS / Retention Pond		\$0	\$0	\$ -
3811	Façade Improvements		\$50,000	\$0	\$ 50,000
	>> <i>Commercial Façade Improvement Matching Grant or other program (Goal 5.1.4, 5.1.5, and 5.2.1)</i>				
4001	Travel & Mileage Exp		\$1,500	\$1,500	\$ -
	>> <i>FL Redevelopment Assoc Annual Conference</i>				
4102	Cellular Services		\$650	\$0	\$ 650
4103	Computer / Phone Link Svcs		\$250	\$0	\$ 250
4111	Postage / Freight / Other		\$200	\$0	\$ 200
4201	Administrative Services		\$44,012	\$44,012	\$ -
4301	Utility Svcs / Electrical Pumps Irrigation		\$0	\$0	\$ -
4302	Utility Svcs / Water & Sewer		\$1,300	\$1,300	\$ -
	>> <i>Palm Bay Utilities (water/sewer for Pospisil properties)</i>				
4305	Utility Svcs / Street Lights		\$0	\$0	\$ -
4403	Rentals & Leases / Copier Lease		\$223	\$223	\$ -
	>> <i>FY 2020 copier lease allocation</i>				
4501	Liability / Property Insurance		\$1,647	\$1,647	\$ -
4638	Repair Maintenance / Street Light Maint		\$22,000	\$22,000	\$ -
	>> <i>US 1 Decorative Street Lights - Repair &amp; Maintenance</i>				
4701	Printing & Binding		\$1,000	\$0	\$ 1,000
4802	Promotional Activities / Special Events		\$1,000	\$0	\$ 1,000
4803	Advertising (excl Legal)		\$20,000	\$0	\$ 20,000
	>> <i>Advertising CRA-owned properties (i.e. marina) for dev in targeted publications (Goal 5.1.3)</i>				
4809	Other Promotional Activities		\$10,000	\$0	\$ 10,000
	>> <i>Marketing to attract private investment to and redevelopment within the district. (Goal 5.1.1.1)</i>				
4901	Legal Advertisements		\$1,000	\$1,000	\$ -
	>> <i>FS Ch 163 Part III (Annual Report)</i>				
	>> <i>Advertising properties being sold - legal ad requirement</i>				
4909	Other Current Charges		\$2,000	\$2,000	\$ -
	>> <i>Brevard County Tax Collector (1582 Water Drive)</i>				
	>> <i>Brevard County Tax Collector (1608 Orange Blossom Trail)</i>				
5101	Office Supplies		\$1,000	\$0	\$ 1,000
5104	Office Supplies / Software < \$5,000		\$500	\$0	\$ 500
5230	Operating Supplies / Landscaping		\$24,000	\$0	\$ 24,000
	>> <i>Landscaping for "The Bayfront" gateway signage or improvements (Goal 5.2)</i>				
5401	Dues & Memberships		\$870	\$870	\$ -
	>> <i>FL Redevelopment Association Annual Membership</i>				
5403	Licenses / Certs / Books / Subscriptions		\$175	\$175	\$ -
	>> <i>BCRA Special District Annual Fee</i>				
5501	Training & Education		\$1,185	\$1,185	\$ -
	>> <i>FL Redevelopment Assoc Annual Conference</i>				
	<b>SUBTOTAL</b>		<b>\$345,321</b>	<b>\$179,721</b>	<b>\$ 165,600</b>
	<b>TOTAL OPERATIONS</b>		<b>\$471,090</b>	<b>\$199,721</b>	<b>\$ 271,369</b>
<b>181/541-559</b>	<b>CAPITAL OUTLAY</b>				
541-6301	Improvements Other Than Buildings (IOTB)		\$50,000	\$0	\$ 50,000
	>> <i>"The Bayfront" entry monument signage or improvements (Goal 5.2)</i>				
541-6315	IOTB / Bike / Pedestrian Facility		\$0	\$0	\$ -
559-6101	Land Acquisition		\$330,218	\$330,218	\$ -
	>> <i>Strategic Property Acquisition (Goal 5.1.6)</i>				
559-6201	Buildings		\$0	\$0	\$ -
559-6301	Improvements Other Than Buildings (IOTB)		\$ -	\$ -	\$ -

\*\* FUNDS EXPENDED

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559-6308	IOTB / Parks Development	\$0	\$0	\$ -
559-6332	IOTB / Parks Improvements	\$50,000	\$0	\$ 50,000
	>> <i>Castaway Point Park (Goal 5.2.1)</i>			
559-9100	Transfer County General Fund	\$0	\$0	\$ -
559-9101	Transfer General Fund	\$0	\$0	\$ -
	<b>SUBTOTAL</b>	<b>\$430,218</b>	<b>\$330,218</b>	<b>\$ 100,000</b>
	<b>TOTAL ECONOMIC ENVIRONMENT</b>	<b>\$901,308</b>	<b>\$529,939</b>	<b>\$ 371,369</b>
<b>181/517</b>	<b>DEBT SERVICE - 2006 \$6M Bond and 2016 City loan to BCRA</b>			
7111	Principal Payments	\$393,391	\$393,391	\$ -
7211	Interest Payments	\$39,144	\$39,144	\$ -
	<b>TOTAL DEBT SERVICE PAYMENTS</b>	<b>\$432,535</b>	<b>\$432,535</b>	<b>\$ -</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$1,333,843</b>	<b>\$962,474</b>	<b>\$ 371,369</b>
<b>181-9110-593-9901</b>	<b>RESERVES / RESERVES</b>	<b>\$0</b>	<b>\$371,369</b>	<b>\$ (371,369)</b>



## **MEMORANDUM**

**TO: Bayfront CRA Board of Commissioners**

**FROM: Joan Junkala, Community & Economic Development**

**DATE: November 7, 2019 – Regular Meeting 2019-08**

**RE: Proposed Commercial Façade Improvement Grant Program**

On October 22, 2019, the CRA Board approved through a 6-1 vote the Program Guidelines for the Commercial Façade Improvement Grant Program. However, after further discussions between the City Attorney's Office and the Brevard County Attorney's Office, it was clarified that the Bayfront CRA does not have the authority to fund projects or programs which were previously approved by the Board with the adoption of the Fiscal Year (FY) 2020 Budget Resolution 2019-01 at the Regular Meeting held on July 23, 2019.

Because the CRA Board approved Program Guidelines, there is no vote or action required as the CRA Board has not awarded grant funding to any applicant. Further, the funding previously approved by the CRA Board in the FY 2020 Budget of the Bayfront Redevelopment Trust Fund for the Commercial Façade Improvement Grant Program will be transferred to the Reserves account during a budget amendment, which will be brought back for review and consideration at the Regular Meeting scheduled for December 17, 2019.

### **RECOMMENDATION:**

There is no action required.