City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Monday, October 21, 2019

6:00 PM

Cocoa City Council Chambers

<u>Diamond Square RDA</u>

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

19-455 Approve the Agenda for the meeting of October 21, 2019, as presented or with Amendments.

Attachments: Diamond Square Short Agenda Oct 21 2019.doc

MINUTES:

19-456 Approve the Minutes for the Meeting of August 19, 2019, as written or with Amendments.

Attachments: Minutes 8-19-19 (Final).docx

III. DELEGATIONS:

IV. PRESENTATIONS:

1. Tom Clifford, Neighborhood Revitalization Coordinator, Habitat for Humanity for Brevard County

V. ACTION ITEMS:

1. 19-471 Approve the Interlocal Agreement between Brevard County Board of County Commissioners, the City of Cocoa and the Diamond Square Community Redevelopment Agency.

Attachments: Diamond Square Interlocal with Brev. County 09272019.pdf

VI. ATTORNEY'S REPORT:

VII. UPDATES AND STAFF REPORTS:

VIII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Redevelopment Agency will be on PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved If the item requires action by the Council then it may be added to the agenda by an affirmative vote of the Council and written documentation must be submitted at the time the item is added to the agenda.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

File #: 19-455, **Version:** 1

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: September 20, 2019
Agenda Date: October 21, 2019
Prepared By: Darryl Niles, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Agenda for the meeting of October 21, 2019, as presented or with Amendments.

BACKGROUND:

The Diamond Square CRA approves the Agenda for all of its meetings at the beginning of such meetings.

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Approve the Agenda for the meeting of October 21, 2019, as presented or with Amendments.

DIAMOND SQUARE
REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Jewel Collins
Board Member

Larry Robinson
Board Member

Sylvia Thomas
Board Member

REGULAR MEETING AGENDA

DATE: Monday, October 21, 2019
TIME: 6:00 p.m.

Location: Cocoa City Hall, Council Chambers
65 Stone Street

I. **CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

II. **APPROVAL OF AGENDA**
AGENDA: Regular Meeting of October 21, 2019
MINUTES: Regular Meeting of August 19, 2019

III. **DELEGATIONS**

IV. **PRESENTATION**
1. Tom Clifford, Neighborhood Revitalization Coordinator
Habitat for Humanity for Brevard County

V. **ACTION ITEMS**
1. Request Agency Approval of the Brevard County/City of Cocoa/Diamond Square CRA Interlocal Agreement and Execution of said Agreement by the Agency Chairperson.

VI. **ATTORNEY'S REPORT**

VII. **UPDATES AND STAFF REPORTS**

VIII. **NEXT MEETING DATE**
The next meeting of the Diamond Square Redevelopment Agency is November 18, 2019 at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

IX. **ADJOURNMENT**

NOTICE TO PUBLIC:
This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend. Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Text

File #: 19-456, **Version:** 1

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: September 20, 2019
Agenda Date: October 21, 2019
Prepared By: Darryl Niles, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Minutes for the Meeting of August 19, 2019, as written or with Amendments.

BACKGROUND:

At the beginning of its meetings, the Diamond Square CRA approves the minutes of its previous meeting.

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Approve the Minutes for the Meeting of August 19, 2019, as written or with Amendments.

MINUTES
CITY OF COCOA
DIAMOND SQUARE REDEVELOPMENT AGENCY
REGULAR MEETING
AUGUST 19, 2019

A Regular Meeting of the Diamond Square Redevelopment Agency Board was held August 19, 2019 at City Hall, 65 Stone Street, Cocoa, FL, as publically noticed.

I. CALL TO ORDER

Chairwoman Moore called the meeting to order at 6:00 pm.

ROLL CALL:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Jewel Collins	Agency Member
Edward Jones	Agency Member
Larry Robinson	Agency Member
Sylvia Thomas	Agency Member
Joseph Colombo	Agency Counsel
Alex Goins	Council Liaison
Courtney Jackson	Recording Secretary

PRESENT:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Jewel Collins	Agency Member
Edward Jones	Agency Member
Larry Robinson	Agency Member
Sylvia Thomas	Agency Member

ABSENT:

Alex Goins	Council Liaison
Joseph Colombo	Agency Council

STAFF PRESENT:

Darryl Niles, Redevelopment Program Manager, **Charlene Neuterman,** Deputy Director Community Services**, Jake Williams Jr**., Mayor

Agency Member Robinson provided the invocation and **Chairperson Moore** led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES

Agenda: Regular Meeting of August 19, 2019

Mr. Niles advised the members that the agenda has been updated since the hard copy was sent in the mail the Friday, August 16, 2019.

* **MOTION by Vice Chair Martin; SECONDED by Agency Member Jones to approve the agenda for the Regular Meeting of August 19, 2019.**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION CARRIED (6 -0)

Minutes: Minutes of July 17, 2019

* **MOTION by Agency Member Collins; SECONDED by Agency Member Jones to approve the minutes for the Regular Meeting of July 17, 2019.**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION CARRIED (6-0)

III. DELEGATIONS

NONE

IV. PRESENTATIONS

1. Delores McLaughlin- Alliance for Neighborhood Restoration.

Ms. McLaughlin introduced herself and shared with the board a presentation that showcased several students participating in their events and programs as well as her findings from the annual report[1]. She also introduced some of her Youth Leadership Council:

- Diamond Johnson (Girl of the Year),
- Desaria Mathis (YAC Representative)
- Cameron Anderson (Outstanding Volunteer Award Year)
- Sequola Wilson (Outstanding Volunteer of the Year),
- Howard Craft (New Member)

[1] Alliance for Neighborhood Restoration 2019 Annual Report.

These students attended the meeting tonight to observe how a municipality works and how to engage in civic involvement. She then briefly discussed their backgrounds, roles, some of their achievements and their involvement within the program. She then went into a detailed in-length discussion with the board regarding the goals and achievements of the Cocoa Police Athletic League (PAL) program and its philosophy. She also shared highlights from the programs/ services that are outlined in her report and announced that they recently received the Supernova Award.

Discussion between **Agency Member Collins** and **Ms. McLaughlin** regarding the afterschool and summer program start-time and how the afterschool programs gets the community involved.

Agency Member Thomas and **Vice Chair Martin** both commended **Ms. McLaughlin** for her hard work and dedication and believes the kids will take value in everything she has taught them.

Agency Member Collins commented that she was grateful for the Trash Bash and its impact.

Chairperson Moore also expressed her immense appreciation for the programs and the opportunities they provide for the youth and how much it makes a positive impact on them and commended **Ms. McLaughlin** for doing so much with so little. She also reminded the Youth Council in the audience to always remember their community, that volunteerism is an important component to make the community a better place, and remember all of the important lessons the programs have taught.

V. ACTION ITEMS

1. Alliance for Neighborhood Restoration- Consider Renewal of Professional Services Agreement

Mr. Niles briefly discussed the overview for the one-year renewal and its process.

Chair Person Moore inquired how to increase the renewal amount.

Mrs. Neuterman recommended that the Board approve the agreement as it stands, then after the new fiscal year begins in October, they would be able to request additional funds via an amendment to the agreement and direct staff to draft the amendment to the budget.

* **MOTION by Vice Chair Martin; SECONDED by Agency Member Collins to approve the one-year renewal of the Professional Services Agreement with the Alliance for Neighborhood Restoration for Fiscal Year 2020 with the caveat to request to increase the budget after the new Fiscal Year begins.**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION PASSES UNAMIOUSLY (6-0)

2. Proposed budget transfer in the amount of $5,565.00 for replacement of the fence at Diamond Square Community Garden.

Mr. Niles explained the background of the action item and shared why the budget transfer is necessary.

Discussion between **Agency Member Collins** and **Chairperson Moore** regarding clarification on the action item.

Discussion between **Chairperson Moore** and **Staff** regarding the locking mechanisms that will be chosen for the new fence at the Diamond Square Garden.

* **MOTION TO BY AGENCY MEMBER COLLINS; SECONDED BY AGENCY MEMBER ROBINSON TO APPROVE THE BUDGET TRANSFER.**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION PASSES UNAMIOUSLY (6-0)

2. Review Proposed Fiscal Year 2020 Budget for Approval

Mr. Niles explained the budget amount and discussed the items that are included in the budget.

Discussion between **Chairperson Moore** and **Mrs. Neuterman** regarding the clarification on the purpose of the budget funds going towards the utilities and site work evaluation that would be conducted on the Michael C. Blake subdivision.

Discussion between **Agency Member Thomas** and **Staff** regarding the location of the Michael C. Blake subdivision.

Chairperson Moore asked about the style of the homes being built

Mrs. Neuterman explained that the homes are single-family homes on quarter acre lots.

Agency Member Thomas asked about the design of the home

Mrs. Neuterman explained the design would depend on the contractor and shared they are still working on selecting a developer and briefly explained how they would go about choosing one.

Chairperson Moore inquired about the how much money it takes to clear land and build a subdivision. She also asked if there would be an opportunity for others to join in on the efforts and asked about how they would go about to network to have others want to build on the land.

Mrs. Neuterman explained the goal of Staff once the site work evaluation is completed.

Chairperson Moore clarified her question, asking if the quoted rate is the average rate for that type of evaluation they are wanting completed.

Mrs. Neuterman confirmed that it was and explained staff obtained the quote from the Utilities department.

Chairperson Moore asked if the budgeted amount is to complete the project or to start it.

Mrs. Neuterman clarified that the amount is to start the project to get the land ready to build on and shared their hopes are that developers would be interested after this site work is taken care of.

Chairperson Moore inquired if the budget amount listed for the Dr. Joe Lee Smith was for the refurbishment for the pool.

Mr. Niles explained that the amount is for an assessment of the current Dr. Joe Lee Smith to determine what direction to go with the existing building.

Mrs. Neuterman explained the pool is currently in the budget and there is a purchase order to be implemented in the new Dr. Joe Lee Smith Center. She stated she will notify the board of any change-orders.

Chairperson Moore asked for further clarification if their efforts would be aiding the assessment of the current building and clarification on the purpose of the assessment.

Mr. Niles explained that the assessment would be the first step to determine an educated plan for the direction of what to make of the current building.

Mayor Williams added that there will be some issues such as lead paint and asbestos. The assessment will tell the City how much it will cost to fix the issues. He noted that they City has been looking at alternative options for the location, such as implementing a pond to help mitigate the flooding, but nothing is set yet.

Chairperson Moore asked if the Community Policing Program that was mentioned as one of the budget items was new or if it's a continuation of what they have been doing.

Mr. Niles shared that it is a continuation of last year's program.

Mrs. Neuterman explained why it is listed.

Agency Member Collins inquired if there would have to be a lifeguard at the pool at new Dr. Joe Lee Smith Center.

Mrs. Neuterman confirmed that there would be during pool hours as it is required by Brevard County Parks and Recreation.

Discussion between **Chairperson Moore** and **Mrs. Neuterman** regarding the conferences listed in the proposed budget.

* **MOTION TO BY AGENCY MEMBER COLLINS; SECONDED BY AGENCY MEMBER THOMAS TO APPROVE THE BUGET FOR THE 2020 FISCAL YEAR**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION PASSES UNAMIOUSLY (6-0)

ATTORNEY'S REPORT

None.

VI. UPDATES AND STAFF REPORTS

1. Informational Item: Budget Report

Mr. Niles explained the background of the Budget Report.

Chairperson Moore asked if there was any changes.

Mr. Niles noted that there were only 2 major changes. One regarding the budget transfer for the fence and added changes to the Alliance Neighborhood Restoration agreement.

Chairperson Moore asked if there was a start-date for the fence.

Mrs. Neuterman explained that it has to be completed by September 30, 2019, but Mr. Niles will start the purchase requisition right away.

2. Information Item: Project Updates

Mr. Niles announced staff has secured mowing and maintenance of the garden beds. He further discussed the updates for the Diamond Square Initiative, and shared the status of the new Dr. Joe Lee Smith Center.

Agency Member Collins asked who would be taking care of the community garden.

Mayor Williams Jr. explained that **Councilmember Goins** has been reaching out to the local churches, but is still working on getting other groups together who would want to help out.

Chairperson Moore noted that the board cannot rely solely on the kindness of others, they must make sure, on their own, that the garden is being attended to and to ensure that there is funding secured in the meantime. She mentioned that while there are no fruits or vegetables growing at the moment, they should plant flowers instead to beautify the area and put nutrients back into the land.

Agency Member Collins added that when St. Mary's was in charge of the garden, they wanted to make sure the community always had food.

Chairperson Moore added that by getting one or two groups started, it would encourage more people to want to be involved. Shared planting flowers would be a great starting point.

Chairperson Moore asked who would be attending the conference in Tampa.

Mr. Niles replied that the budget has allocated for two members to go and that Chairperson Moore and Agency Member Martin have elected to attend.

Chairperson Moore invited Shauna Ginn from Housing Authority to speak about any updates from her department.

<u>Shauna Ginn, Housing Authority Update:</u>

Ms. Ginn shared the status update on the two phases of the renovation project that was discussed at July's meeting. She explained there is a possibility for a third housing area but that would be new construction.

She provided an update on getting back the land Pineda Park was on, that was previously leased by the County and shared some possible ideas for use of the parcel such as elderly housing or CBDG Housing that is focused on workforce. However, they still need to determine the funding for the proposed projects. She discussed they are looking into what to make of the 2 acre parcel by Pineda School, and Bay St. Also, they are still planning on selling the parcel that is by the Dollar General and WaWa and using the funds for housing. She noted that she has spoken to a broker about a Golden Corral and/or a Church's restaurant.

<u>Housing Authority Update Board Discussion:</u>

Discussion between **Chairperson Moore** and **Ms. Ginn** regarding occupancy status by Pineda and the process for allowing residents to move back into the renovated houses.

Agency Member Robinson shared he had the opportunity to visit the renovated units and commended Ms. Ginn for how nice they turned out.

Agency Member Collins asked about the one they are building next to the Harrison Moore building.

Mrs. Neuterman said that is Habitat for Humanity and not Diamond Square.

Chairperson Moore commented that it is uplifting that there is forward thinking within the Housing Authority to include affordable housing for those in the workforce and for seniors. Hopefully this will be part of the Michael C. Blake subdivision.

Agency Member Collins asked for any other updates on the museum.

Mayor Williams and **Mrs. Neuterman** both noted that they do not have any updates other than Staff is moving forward with everything previously discussed.

NEXT MEETING DATE

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, September 16, at 6:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

VII. ADJOURNMENT

* **MOTION by Agency Member Thomas; SECONDED by Vice Chair Martin to adjourn the Regular Meeting of August 19, 2019.**

AYES: Moore, Martin, Collins, Jones, Robinson, Thomas

MOTION PASSED UNAMIOUSLY (6-0)

MEETING WAS ADJOURNED AT 7:21pm

Tracy Moore, Chairwoman

Respectfully Submitted By:

Courtney Jackson, Recording Secretary

File #: 19-471, **Version:** 1

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: September 30, 2019
Agenda Date: October 21, 2019
Prepared By: Darryl Niles, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve the Interlocal Agreement between Brevard County Board of County Commissioners, the City of Cocoa and the Diamond Square Community Redevelopment Agency.

BACKGROUND:

Brevard County and municipalities with Community Redevelopment Agencies (CRAs) held a workshop on April 13, 2017, following an effort by certain members of the Board of County Commissioners (BOCC) seeking to revoke and modify delegated municipal and CRA authority. The related resolution provided for the County and municipalities to meet, negotiate and enter an Interlocal Agreement (ILA) by December 2017. The motion was defeated by a 2-3 vote.

Despite that the motion was defeated, there was a commitment by Brevard County to negotiate an ILA with municipalities regarding their respective CRAs. Based on the County's workshop and subsequent meetings regarding the possible revocation of delegated powers, most recently in March 2019, the City Attorney and City Manager negotiated with the Brevard County's County Manager and the County Attorney.

The ILAs to be negotiated were limited to those CRAs that were created post adoption of the 1994 County Charter whereby the BOCC delegated powers to certain municipalities to create a CRA. The Diamond Square CRA was created after the 1994 County Charter adoption. In 1997, the BOCC adopted County Resolution 97-61 pertaining to the Diamond Square CRA, and in 1998 the City of Cocoa City Council created the agency by adoption of Ordinance 13-98.

City staff met with Commissioner Bryan Lober on January 17, 2019, at which time Commissioner Lober shared his concerns and desires related to the County and City ILAs. The City and County reengaged in negotiations. After several months of negotiations and multiple revisions to drafts, the County and City met on August 8, 2019 and consensus was reached.

On September 9, 2019, the County Manager notified the City that the CRA ILA had been approved by the County Board at its September 5, 2019 meeting.

Overview of the Diamond Square ILA

First and foremost, pursuant to Section 18 of the ILA, the Diamond Square CRA ILA is contingent upon the approval and execution of the ILA pertaining to the US 1 CRA. The US 1 ILA provides for termination of the US 1 CRA by September 30, 2020. At the September 25, 2019 City Council meeting, the Council members voted and approved both ILA's for the US1 CRA and the Diamond Square CRA.

Provisions of the Diamond Square ILA include:

1. The Diamond Square CRA termination date is September 30, 2032, which represents an extension of ten (10) years. [Section 5]

2. The BOCC approves the Diamond Square Redevelopment Plan Update, dated March 2014. [Section 10]

3. The County annual TIF contribution shall be capped at an amount not to exceed $150,000. [Section 6]

   *The current FY 2020 projected County TIF amount is $121,322, including the TIF contribution from both the General Fund and District IV Recreation Fund.

4. The Diamond Square CRA administrative expenses shall be limited to an amount not to exceed 25% of the County TIF contribution. The Diamond Square CRA may use City TIF contribution funds for the balance of administrative expenses, however, the former limitation of a maximum of 25% of TIF funds for administrative expenses, established in County Resolution 97-161 and City Ordinance 3-98, shall still apply. [Section 11]
   *Current FY2020 projected TIF is $257,312
   *25% of the FY2020 projected TIF is $64,328
   *25% of the FY2020 projected County TIF amount is $30,330
   *Total Administrative Expenses Budgeted for FY2020 is $38,786

5. The City and Diamond Square CRA agree that no County TIF will be used to fund travel for Board members. [Section 6]

6. The City and Diamond Square agree to obtain BOCC agreement prior to incurring any indebtedness for which County tax increment funds will be pledged as a source of repayment. [Section 7]

7. The Diamond Square CRA Board shall be reformed as a seven (7) member board, of which one (1) member of the CRA Board will be the District 2 Brevard County Commissioner or a designee that meets the qualifications of the Florida Statutes and is approved by the BOCC. [Sections 4(a) and (b)]

8. The Members of the reformed Diamond Square CRA Board shall be appointed for 4-year terms, except that three (3) of the City Council appointed CRA Board members shall be designated to serve terms of 1, 2 and 3 years from their respective date of appointment. [Section 4(c)]

9. No CRA Board member may serve more than two (2) consecutive terms. After serving two consecutive terms, a Board Member must be off of the Board at least 1 year before they may be considered for reappointment. [Section 4(d)]

10. The Diamond Square CRA will comply with annual reporting and financial audit report requirements. Additionally, if requested by the District 2 County Commissioner, after submitting the required agency reports, the City Manager shall meet with the Commissioner to discuss the reports.

At the September 25, 2019 City Council meeting, Council approved the provisions of the Interlocal Agreement and the Mayor signed the document. Staff is presenting this agenda to the Board for transparency. The Board is asked to approve the ILA and the Chairperson is asked to sign the ILA in order for the ILA to be executed.

BUDGETARY IMPACT:

There is no immediate impact to the current City of Cocoa Fiscal Year 2020 Budget.

The Diamond Square CRA tax increment value will increase due to appreciation of property values, redevelopment projects and new construction. However, the County's TIF contribution will be capped at $150,000. There will also be additional limitations on administrative expenses.

PREVIOUS ACTION:

1998 -City Council approved the creation of the Diamond Square CRA.
September 25, 2019, Council approved the ILA modifying the provisions of the agreement between Brevard County and the City of Cocoa.

RECOMMENDED MOTION:

Approve the Interlocal Agreement between Brevard County Board of County Commissioners, the City of Cocoa and the Diamond Square Community Redevelopment Agency.

INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (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 Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust 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 evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYs with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

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 (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 trust 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 BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT.** As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed $150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds $150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND**. Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies 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 Agency plan, is at Exhibit "A", attached 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 do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **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. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty -five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **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. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement 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 97-161.

13. **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.

14. **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:	City Manager City of Cocoa 65 Stone St. Cocoa, FL 32922 (email address available at City Website)
AGENCY:	Community Redevelopment Agency Director c/o City Manager Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

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

15. **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.

16. **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.

17. **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 Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

(Signature Page Follows)

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

ATTEST:

CITY OF COCOA

By: ____________________ 09/25/2019
Its: Jake Williams, Jr., Mayor Date
(as approved by the Board on September 25, 2019)

ATTEST:

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

____

By:____________________
Its: Date
(as approved by the Board on ____________2019)

ATTEST:

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

____
Scott Ellis, Clerk

By: ____________________
Kristine Isnardi, Chair **Date**
(as approved by the Board on __________2019)