



**BREVARD** County  
BOARD OF COUNTY COMMISSIONERS

MAY 24 1978



RAYMOND C. WINSTEAD, JR., Clerk to the Board, P. O. Box 1496, Titusville, Florida 32780  
BERNADETTE S. ROEDER, Secretary

#12  
5-2-07

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DMS

May 22, 1978

Honorable Patrick J. Utecht, Mayor  
City of Satellite Beach  
510 Cinnamon Drive  
Satellite Beach, Florida 32937

Dear Mayor Utecht:

Re: Tortoise Island Communities, Inc. Interlocal Agreement

The Board of County Commissioners, in regular session on May 18, 1978, executed an Interlocal Agreement with the City Council of the City of Satellite Beach, regarding the development of Tortoise Island. Enclosed for your records is a certified copy of said Agreement.

It is understood that any amendments to said Agreement will require the joint approval of the County Commission and the City Council of your City.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
R. C. WINSTEAD, JR., CLERK

*Bernadette Roeder*  
Bernadette Roeder, Deputy Clerk

Encl. (1)

cc: Public Works Coordinator  
Development Coordinator  
County Attorney

D. GENE ROBERTS District 1	JOHN HURDLE District 2	VAL M. STEELE District 3	LEE WENNER Chairman District 4	JOE WICKHAM Vice Chairman District 5	R. L. NABORS County Attorney	RAYMOND C. WINSTEAD, JR. Clerk
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DOUGLAS S. FUTCH, Administrative Director

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land use and development regulations to maximize protection

Now, ~~whereas~~ in consideration of the premises and the mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

1. The provisions of this agreement shall apply to that portion of the proposed Tortoise Island Planned Unit Development located within the boundaries of the City of Satellite Beach, said portion being more particularly described in Exhibit A attached hereto and incorporated herein by reference, said property being hereinafter described as the "subject property". The County shall have the power and jurisdiction over the subject property to establish zoning and land use controls and regulations pursuant to the provisions of the Comprehensive Zoning Ordinance of Brevard County, as amended from time to time, and any other ordinances and regulations adopted by Brevard County or laws applicable to Brevard County relating to the preparation of comprehensive plans, land use controls and zoning and to adopt and enforce adopted or existing building, housing and related technical codes and regulations. In exercising such power and jurisdiction the County shall have such legislative, administrative and regulatory police power and power of self government as established by law, regulation and ordinance over the subject property and its residents and occupants to the same extent as if the subject property was in the unincorporated areas of Brevard County, Florida. Such powers shall include the power to enforce any such applicable law, ordinance or regulation provided, however, nothing contained herein shall be construed or interpreted to place a duty on the County to provide any municipal services to the property described in "Exhibit A", unless the County expressly assumes such duty within its sole discretion. It is hereby recognized by the parties that it is their present contemplation that the County shall only exercise those powers necessary to approve and implement a planned unit development of the subject property, to administer the development and implementation

of such planned unit development, to enforce compliance with the express and implied conditions incorporated in and applicable to such planned unit development, and to issue building permits and provide inspections for the construction of structures within such approved planned unit development.

2. The County shall be responsible for providing the funds to pay the costs of the exercise of all police powers and powers of self government provided herein over the subject property and its residents and occupants. The County shall have the right to impose such fees, charges or assessments against the subject property to the same extent as if such property was in the unincorporated areas of Brevard County, Florida.

3. This agreement shall be for an initial term of twenty (20) years from the date of final approval by the County of a final development plan for the subject property and the remainder of the proposed Tortoise Island Planned Unit Development under the provisions of Section 17, Appendix C, the Brevard County Code. Provided however, the provisions of this agreement may be terminated at any time by the mutual agreement of both parties.

It is further recognized by the parties that this agreement will automatically terminate upon the de-annexation of the subject property from the boundaries of the City.

In the event of termination of this agreement subsequent to the approval of the County of a final development plan for the subject property under the provisions of Section 17, Appendix C, the Brevard County Code, the City hereby agrees to recognize, implement and enforce the land use provisions and regulations incorporated in and applicable to such planned unit development unless such planned unit development is modified according to the procedures for changing land use classifications as provided in the ordinances of and laws applicable to the City.

4. It is hereby recognized by the parties that the County reserves the right to create a municipal corporation

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taxing or benefit unit under the provisions of Florida Statutes, Section 125.01 within the unincorporated portions of the Tortoise Island Planned Unit Development to pay for the cost of the maintenance of the roads and drainage and the maintenance and operation of the bridge structures contained within any approved planned unit development in the event the method of collecting and administering funds to pay the cost of such maintenance and operation against the developer or owners of property within the planned unit development that is approved by the County under Section 17 of Appendix C is subsequently found by the County, within its sole discretion, to be an inadequate or ineffective method of providing the funds to provide such maintenance and operation.

In the event the County elects, within its sole discretion, to create such municipal service taxing or benefit unit to pay the cost of the maintenance of the roads and drainage and the maintenance and operation of the bridge structures, the City shall budget and provide to the County each fiscal year during the term of this agreement funds to pay the cost of such operation and maintenance for the subject property. In such an event, the County shall each year prepare and adopt a budget for the anticipated cost of the performance of such maintenance and operation for the ensuing fiscal year for the entire planned unit development and shall apportion such costs between the unincorporated areas within the planned unit development and the subject property. Such apportionment of anticipated costs shall be based upon the aggregate assessed valuation of the real property of each of such areas or any other equitable formula that determines the benefit of such maintenance or operation to parcels of real property within each of such areas or that determines the cost burden of such maintenance or operation created by parcels of real property within each of such areas including, but not limited to, formulas based upon front footage, density, square footage or acreage of

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parcels of real property within each area. The County shall pay the apportioned cost of such budget to provide such maintenance or operation within the unincorporated portion of the planned unit development through the creation of a municipal service taxing or benefit unit through funds derived from service charges, special assessments, or taxes within the unincorporated area of the planned unit development only. The City shall pay the apportioned cost of such budget to provide such maintenance or operation within the subject area through funds derived from service charges, special assessments, or taxes within the subject property only. In such an event, the funds obtained from the City shall be maintained in a separate account established by the County for the maintenance of the funds derived from the created municipal service taxing or benefit unit and shall be administered and disbursed by the County only for the purpose of providing the maintenance of the roads and drainage, and maintenance and operation of the bridge structures within the planned unit development.

5. In the event this agreement is terminated, it is mutually recognized that the County shall not have any duty or responsibility to implement or administer the development of the planned unit development for the subject property, to enforce compliance with the express and implied conditions incorporated in and applicable to the planned unit development within the subject property, to maintain the roads or drainage and other common areas in the planned unit development within the subject property, or to maintain or operate any bridge structures in the planned unit development within the subject property.

6. This contract shall be deemed to have been entered into under the provisions of Florida Statutes, Section 163.01, the "Florida Interlocal Cooperative Act of 1969",

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and shall be subject to approval by the Department of Legal Affairs under subsection (11) of said act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

*R. C. Winstead, Jr.*  
R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: *Lee Wenner*  
Lee Wenner, Chairman

ATTEST:

*Mary L. Rogers*  
M.L. Rogers, Clerk

CITY COUNCIL, CITY OF SATELLITE  
BEACH, FLORIDA

By: *Patrick J. Wtecht*  
Mayor

(S E A L)

STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing is a  
true & correct copy of *an order*  
*and agreement* witness my hand  
and official seal this *22nd* day of

*May* 19*28*  
R. C. WINSTEAD, JR.  
Clerk Circuit Court

BY *P. C. Winstead*, C.