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ADD ON

Meeting Date
11/5/15



AGENDA	
Section	CONSENT
Item No.	II.A.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVAL OF RESOLUTION FOR SALE OF COMMERCE PARK PROPERTY
DEPT/OFFICE:	MANAGEMENT SERVICES & COMMUNITY SERVICES/COUNTY MANAGER'S OFFICE

Requested Action:

The North Brevard Economic Development Zone (NBEDZ) requests that the Board of County Commissioners approve a resolution, permitting the execution of a real estate contract for the purchase of land in the county-owned Spaceport Commerce Park by Enviro-USA.

Summary Explanation & Background:

Enviro-USA is a closely-held firm that makes oil containment booms and silt/sediment erosion barriers used in the marine industry and building construction sector. The company, which posts annual sales of \$1.8 million, exports approximately 30% of its products abroad.

The company started in 2009, and has grown to a firm employing 16 people. It currently occupies an 8,700 sq. ft. concrete building which it is leasing, but would like to expand into a facility owned by the company; that planned building would approximate 25,000 sq. ft. With the expansion, the company projects an increase in employment numbering 10 new positions.

Given its interstate access, the company is desirous of purchasing a 3-acre lot in the county-owned Spaceport Commerce Park in Titusville. The NBEDZ, as the county's authorized agent for developing or inducing the development of lots within the park, has received an offer from the company to purchase the parcel for \$25,000 per acre. The NBEDZ board of directors approved this offer at its October 9th meeting.

Per Ordinance No. 2013-08, the NBEDZ is requesting that the Board of County Commissioners approve the sale as presented, and permit the real estate transaction to proceed.

Fiscal Impact: Net proceeds from the sale would be deposited in a NBEDZ account for use on park-related expenditures only, as per Ordinance No. 2013-08.

NBEDZ Staff Contact: troy.post@brevardcounty.us, 321-264-6750

Clerk to the Board instruction: Need the adopted Resolution ASAP.

Exhibits Attached: RESOLUTION, Map of Spaceport Commerce Park with parcel in question highlighted in yellow; Ord. 2013-08

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	Troy Post

RESOLUTION NO. 2015 - _____

**RESOLUTION PERMITTING THE NORTH BREVARD ECONOMIC DEVELOPMENT ZONE (NBEDZ)
TO EXECUTE A REAL ESTATE CONTRACT
FOR SALE OF SPACEPORT COMMERCE PARK PROPERTY:**

WHEREAS, the Brevard County Board of Commissioners created the North Brevard Economic Development Zone (NBEDZ) Dependent Special District under the powers vested in the Board under Chapter 125, Florida Statutes, Chapter 189, Florida Statutes and section 200.065(1), Florida Statutes; and

WHEREAS, the Board approved Ordinance No. 2013-08, establishing the NBEDZ as the county's authorized agent for negotiating and executing all contracts for the private sale or private lease of county-owned land within the boundaries of the Spaceport Commerce Park; and

WHEREAS, the NBEDZ board of directors, at its meeting held on October 9, 2015, and in accordance with Ordinance No. 2013-08, approved an offer to purchase from the company known as Enviro-USA a three-acre lot within the Spaceport Commerce Park, said offer tendered at the price of \$25,000.00 per acre; and

WHEREAS, the NBEDZ believes that this project, with its stated plan to build a new 25,000 sq. ft. facility upon the lot and increase employment within the firm by more than 10 people, will further assist the economic revival of an area adversely impacted by the end of NASA's Space Shuttle program; and

WHEREAS, the NBEDZ further believes that inducing this project through the sale of an industrially-zoned lot will aid in the future development of the additional lots in the Spaceport Commerce Park by evidencing the viability of this site location.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA does hereby permit the NBEDZ to enter into a real estate contract with Enviro-USA for a 3-acre parcel located in the Spaceport Commerce Park, at the offering price of \$25,000.00 per acre, and to execute all necessary documents related to this sale.

DONE, ORDERED, and ADOPTED, in regular session, this _____ day of _____, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Robin Fisher, Chairman

As approved by the Board on _____

STATE OF FLORIDA)

COUNTY OF BREVARD)

OPTION TO PURCHASE REAL ESTATE AGREEMENT

The undersigned (hereinafter referred to as the "Purchaser") hereby offers to purchase from the Brevard County Board of Commissioners (hereinafter referred to as the "Seller") that real estate located in the Spaceport Commerce Park within the City of Titusville, County of Brevard, State of Florida, identified as a 3-acre site (m/l) at the southeast corner of the intersection of Shepard Drive and Armstrong Drive, and more particularly described in the attached EXHIBIT "A" to this Option to Purchase Real Estate Agreement (hereinafter referred to as the "Agreement") subject to the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be SEVENTY-FIVE THOUSAND and NO/100 Dollars (\$75,000.00) to be paid in accordance with subparagraph A below, as confirmed by check mark:

A: Cash. The purchase price shall be paid in its entirety in cash at the time of closing the sale.

B: Cash Subject to Mortgage. The purchase price shall be paid in cash at the time of closing the sale subject, however, to Purchaser's ability to obtain a first mortgage loan within _____ days after the acceptance of this offer by Seller in the amount of \$ _____, payable in not less than _____ monthly installments, including interest at a rate not to exceed _____ % financing. If such financing cannot be obtained within the time specified above then either Purchaser or Seller may terminate this agreement and any earnest money deposited by Purchaser will be promptly refunded.

2. Earnest Money Deposit

As earnest money, Purchaser agrees to deposit ONE THOUSAND and NO/100 Dollars (\$1,000.00) with the North Brevard Development District (known also as the North Brevard Economic Development Zone), a special dependent district and authorized agent for the Seller (hereinafter referred to as "Trustee") which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller this earnest money deposit shall be promptly refunded to Purchaser by the broker. In the event that this offer is accepted by Seller and Purchaser shall fail to perform the terms of this agreement the earnest money deposit shall be forfeited as and for liquidated damages suffered by Seller. Seller is not, however, precluded from asserting any other legal or equitable remedy, which may be available to enforce this agreement.

3. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property, if any, shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Survey

Seller shall provide to Purchaser at real estate closing a survey of the property identified in EXHIBIT "A" prepared by a registered civil engineer or surveyor. Survey shall be provided at Seller's expense.

5. Title to the Property

At a cost to be divided equally between both parties, Seller shall provide to Purchaser at real estate closing a title policy evidencing ownership and chain of title, subject only to easements, zoning and restrictions of record, and free and clear of all other liens and encumbrances except as stated in this offer. If, prior to closing, a title abstract fails to show marketable or insurable title in Seller, then Seller shall be permitted a reasonable time to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

6. Possession of the Property

Purchaser shall be given possession of the property upon the date of real estate closing.

7. Risk of Loss

The risk of loss by damage or adverse impact to the property prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are damaged or adversely impacted prior to the closing, transfer of title shall be voidable at Purchaser's option, provided Purchaser states such intent in writing to Seller. In the event Purchaser elects to void this agreement due to this provision, all earnest money deposited with Trustee by Purchaser shall be promptly refunded.

8. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

9. Development of Property

Purchaser agrees to abide by all covenants and restrictions existing on the Spaceport Commerce Park for the development of the property, as per EXHIBIT "B" to this Agreement. Purchaser further agrees to initiate upon the property the construction of a building approximating 26,155 sq. ft. within twenty-four (24) months of transfer of title from Seller to Purchaser. Failure of Purchaser to proceed with the construction of said 26,155 sq. ft. building, as evidenced by receipt of a building permit from the City of Titusville and the pouring upon the property of a concrete foundation equal to the building footprint specified above within said twenty-four (24) month period shall entitle the Seller to the right to re-acquire the property at the same consideration paid by Purchaser, as stated in Section 1 of this Agreement.

10. Special Conditions

Purchase is conditioned upon the following:

- a. The subject land being declared free of Florida Scrub Jay and/or Gopher Tortoise habitats by written environmental assessment;
- b. The absence of any Federal or state designated wetlands; and
- c. The provision in the real estate contract for a right-of-first refusal to purchase an adjoining two (2) acre parcel, for the price of TWENTY-FIVE THOUSAND Dollars per acre.

11. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before Noon (Eastern Standard Time) on the 31st day of October, 2015.

Closing of the sale shall take place within ninety (90) days after Purchaser's receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller.

This offer to purchase is made at _____, State of Florida, this
8TH day of OCTOBER, 2015.


(PURCHASER)

(PURCHASER)

Acceptance by Seller

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above. Dated this _____ day of _____, 2015.

Brevard County Board of Commissioners

By: _____
Chairman

ATTEST:

By: _____
Clerk of Courts

Acknowledgment and Receipt of Earnest Money:

The undersigned Trustee acknowledges receipt of Earnest Money in the amount of
\$ 1,000.00 Dated this 8TH day of
OCTOBER, 2015.

North Brevard Development District


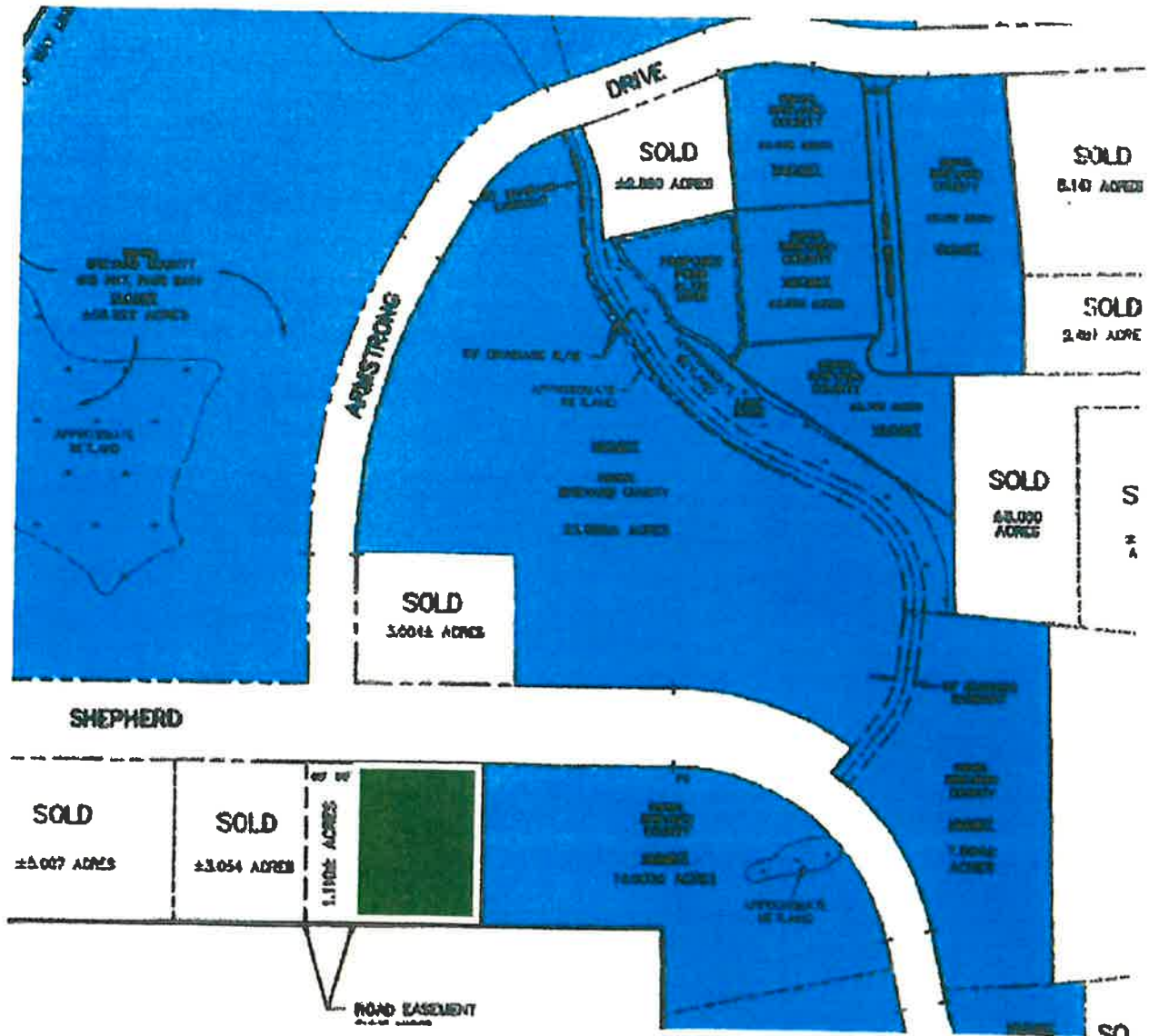
By: 
Chairman
Executive Director



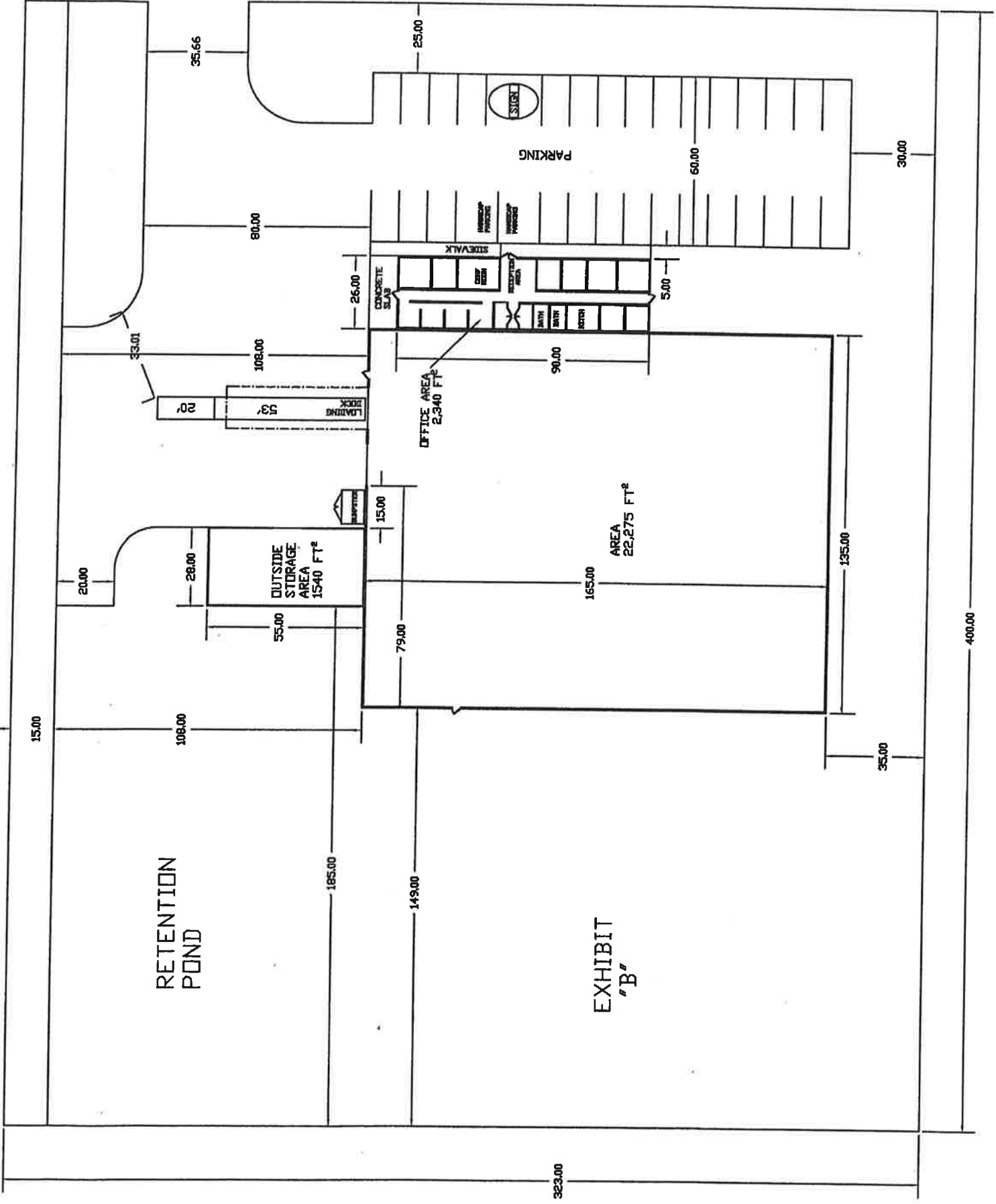
Exhibit "A"



This is the 3-Acre lot that we are interested in purchasing. Approximately 400 ft depth x 326 ft frontage on Sheperd Drive.

3855 N. Highway 1, Cocoa, FL 32926
 Tel: (321) 222-9551, Fax: (321) 206-4563

SHEPHERD DR.



RETENTION POND

OUTSIDE STORAGE AREA 1540 FT²

OFFICE AREA 2,340 FT²

EXHIBIT "B"

AREA 22,275 FT²

PARKING

STOP

CONCRETE SLAB

SIDE WALK

RECEPTION AREA

REST

REST

KITCHEN

STORAGE

LOADING DOCK

20'

53'

185.00

149.00

15.00

108.00

20.00

28.00

55.00

79.00

15.00

165.00

135.00

35.00

323.00

400.00

35.66

25.00

60.00

30.00

33.01

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5.00

90.00

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ENVIRO-USA AMERICAN MANUFACTURER LLC

(GENERAL ACCOUNT)
3855 N HIGHWAY 1
COCOA, FL 32926-5950

Bank of America
ACH R/T 063100277

10518
63-4630 FL
23930

PAY TO THE
ORDER OF North Brevard Economic Development Zone

\$ **1,000.00**

10/8/2015

Details on Back

DOLLARS

North Brevard Economic Development Zone
400 South Street
Suite 1A
Titusville, FL 32780

MEMO

Earnest money deposit on purchase of land.

⑆010518⑆ ⑆063000047⑆ 898029249685⑆

[Handwritten Signature]
AUTHORIZED SIGNATURE

ENVIRO-USA AMERICAN MANUFACTURER LLC

10518

North Brevard Economic Development Zone

Date	Type	Reference	Original Amt.	Balance Due	10/8/2015 Discount	Payment
10/8/2015	Bill	Deposit on land purc	1,000.00	1,000.00		1,000.00
					Check Amount	1,000.00

Security Features Included

Details on Back

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

return with the IHS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

ORDINANCE NO. 2013- 08

AN ORDINANCE OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS REPEALING SECTIONS 202-266 TO 202-274 OF THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, RELATING TO THE SPACE COAST COMMERCE PARK ADVISORY BOARD; AMENDING SECTION 98-147 OF THE CODE BY CREATING NEW SUBPARAGRAPHS (12), (13) AND (14) SETTING FORTH ADDITIONAL POWERS OF THE NORTH BREVARD ECONOMIC DEVELOPMENT DISTRICT TO INCLUDE ACTING AS BREVARD COUNTY'S AGENT FOR THE PURPOSE OF NEGOTIATING AND RECOMMENDING CONTRACTS FOR SALE OF PROPERTY IN SPACECOAST COMMERCE PARK TOGETHER WITH THE AUTHORITY TO PREPARE PLANS AND ADVISE THE COUNTY COMMISSION ON REVISIONS TO DEED RESTRICTIONS AFFECTING SPACECOAST COMMERCE PARK; CREATING A NEW SECTION 98-147A RELATING TO USE OF PROCEEDS FROM THE SALE OF REAL PROPERTY AT THE SPACEPORT COMMERCE PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

Section 1. Section 98-147 of the Code of Ordinances of Brevard County, Florida is hereby amended by creating new subparagraphs (12), (13) and (14) setting forth three additional powers of the North Brevard Economic Development District supplementing the eleven powers already set forth in that section:

(12) In conjunction with and supplementary to its duties and powers relating to economic development, to prepare and develop comprehensive and specific plans or agreements for the development, expansion, assembly, exchange or improvements involving property within Spaceport Commerce Park (formerly known as Gateway Center Industrial Park) for recommendation and consideration by the board of county commissioners.

(13) To act as the agent of the Board of County Commissioners in the negotiation and execution, through its chairperson or vice-chairperson, of all contracts for the private sale or private lease of county-owned land within the boundaries of Spacecoast Commerce Park, provided:

a. that before any such contract becomes binding on the County the executed contract must be approved by the Board of County Commissioners;

b. pursuant to chapter 82-264, Laws of Florida, all such sale or lease agreements shall be exempt from the provisions of section 125.35 through 125.38, Florida Statutes.

(14) To advise and to recommend to the board of county commissioners amendments to the set of deed restrictions and covenants affecting all real property within Spaceport Commerce Park.

Section 2. Sec. 98-274A of the Code of Ordinances of Brevard County, Florida, is hereby created to read as follows:

Section 98-247A- Use of proceeds from sale or lease of county-owned property within Spaceport Commerce Park.

Any net proceeds received from the sale or lease of real property owned by the county located within Spaceport Commerce Park will be deposited in appropriate accounts for the use of the District. Such proceeds may be used:

- (1) to continue to improve or expand Spaceport Commerce Park property;
- (2) for advertising and promotion of Spaceport Commerce Park;
- (3) for road, sewer, water, canal construction or other capital improvements benefitting Spacecoast Commerce Park;
- (4) for maintenance of Spacecoast Commerce Park;
- (5) to pay for any consulting services that may be necessary for the improvement or development of Spaceport Commerce Park property;
- (6) for the retirement of any debt incurred in conjunction with the development of the county-owned property located within Spaceport Commerce Park;
- (7) for the construction or expansion of any buildings or structures owned by Brevard County located within Spaceport Commerce Park; or,
- (8) if all county-owned land within Spaceport Commerce Park is sold or subject to long-term leases, for any other purpose for which District funds may be expended.

Section 3. Repealer. Sections 202-266 to 202-274 of the Code of Ordinances of Brevard County, Florida, relating to the creation and authority of the Spaceport Commerce Park Authority are hereby repealed.

Section 4. Section 2. Severability. If any provision of this ordinance or the application thereof to any persons or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision of application, and to this end the provisions of this ordinance are declared severable.


Section 5. Effective Date. A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. This ordinance shall take effect upon adoption and filing as required by law.

Attest

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk



Mary Bolin Lewis, Vice Chairman
(as approved by the Board on 3-5-13)