

Meeting Date
December 15, 2015



AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA	
Section	New Business
Item No.	VI B 1

SUBJECT:	Lease/Purchase Agreement with the Canaveral Port Authority – District 2
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:
 It is requested the Board of County Commissioners authorize a lease extension with the Canaveral Port Authority for 9.61 acres of property adjacent to, and directly south of Jetty Park.

Summary Explanation & Background:

This property was purchased through funding from the voter approved Beach and Riverfront Acquisition Program in the late 1980s. Brevard County and the Port Authority entered into a twenty (20) year lease agreement that was executed in December of 1995 and is now due to expire December 31, 2015. Numerous meetings have been held with the Port Authority staff over the past 18 months to discuss the potential sale of this property to the Port for planned expansion and improvements to Jetty Park.

The Port Authority hired Tillman-Armfield-Wagner (TMW) to obtain an appraisal for determination of land value for the parcels currently leased by the Port. The TMW report indicated a simple market value of \$1.6 million fee simple market value based on a valuation date of December 2014. Brevard County utilized W. H. Benson to perform an appraisal of the subject property in June 2015, with the report indicating a \$2.4 million fee simple market value. An average of the two appraisals, or approximately \$2M was proposed to the Port staff for consideration of purchase.

After a year of negotiations, consultant visits for antennae location, and two appraisals, we were informed during a meeting with County and Port staff in August 2015 that the Port was not interested in purchasing the property at that time due to other prioritized projects. The Port also rejected a lease purchase proposal.

This amendment will allow time for the County and the Port to continue negotiations in pursuit of a mutually agreeable long term arrangement.

Fiscal Impact: Brevard County currently receives \$1.00 per year for the expiring lease. Upon execution of this amendment the County will receive lease payments of \$4,166.66 per month or a calendar year payment of \$50,000.

Clerk to the Board Instructions:

Exhibits Attached

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,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten	Assistant County Manager, Venetta Valdengo	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item VI.B.1., Lease/Purchase Agreement with the Canaveral Port Authority for 9.61 Acres of Property Adjacent to, and Directly South of, Jetty Park

The Board of County Commissioners, in regular session on December 15, 2015, directed you to send a letter to the Canaveral Port Authority Chief Executive Officer (CEO) advising them the Lease is expiring December 31, 2015; and directed staff to continue working on a negotiated agreement with Canaveral Port Authority.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

cc: Parks and Recreation Director

AMENDMENT 1 TO JETTY PARK LEASE AGREEMENT

THIS AMENDMENT entered into this ____ day of December, 2015, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY", and the Canaveral Port Authority, hereinafter referred to as "PORT".

WHEREAS, the COUNTY previously entered into that certain Agreement effective December 5, 1995, to lease to the PORT the properties known as Jetty Park, Central Park and Port's End Park, collectively referred to as "Jetty Park", for the operation and maintenance of a public recreational park; and

WHEREAS, the Agreement expires on December 31, 2015 and the Parties desire to amend the Agreement to extend the lease term and provide for monthly rent.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

1. Paragraph 4 is amended to read:

4. LEASE OF COUNTY PROPERTY TO PORT:* The COUNTY shall lease to the PORT the County owned properties adjacent to and south of Jetty Park. The properties to be leased are the approximately 12.73 acre parcel purchased by the County through the Beach and Riverfront Acquisition Program, including the approximately .7 acre parcel known as the "Yasecko Property." The properties are to be leased to the PORT for incorporation into the Jetty Park facility. The COUNTY shall lease said properties to the PORT through December 31, 2015, for One (1) Dollar per year. The Parties may agree in writing to extend the lease for one year, expiring on December 31, 2016, at an annual rate of \$50,000.00. Rent may be paid by lump sum within the first month of the extended term or in equal monthly installments of \$4,166.66, due by the end of the first week of the month. The lease shall provide that the lease will terminate upon the event that the PORT ceases to utilize the Jetty Park property as a public park. Should the PORT cease to operate the Jetty Park facilities as a park, the PORT agrees to provide the COUNTY an easement for access to the leased properties as may be mutually agreed upon.

*Subject to bond counsel issuing an opinion that a change in use will not affect the tax exempt status of Beach and Riverfront bonds.

2. All other terms and conditions of the Agreement which are incorporated herein by this reference, not inconsistent with the provisions of this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Jim Barfield, Chairman

As approved by the Board on _____

ATTEST:

By: _____
Scott Ellis, Clerk

CANAVERAL PORT AUTHORITY

By: _____
Jerry W. Allender, Chairman

Date: _____

ATTEST:

Thomas W. Wineberg, Secretary

VI-B.1

FILE COPY

Lewis, Sally A

From: John Walsh <jwalsh@portcanaveral.com>
Sent: Monday, December 14, 2015 1:57 PM
To: Lewis, Sally A; Whitten, Stockton E
Subject: RE: Lease Agreement with Canaveral Port Authority

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Agendas

Thank you for sending this. Our Commissioners will not allow it to go on the agenda and have requested that your Commission also not proceed or act on this item. They are not in favor of proceeding in this way. I appreciate the good will in the attempt to reach a compromise to resolve this. Thank you John



John Walsh
Port Director and CEO
Canaveral Port Authority
445 Challenger Road
Ste 301
Cape Canaveral, Florida 32920
t. 1+ (321) 783-7831, Ext. 232
c.1+
f. 1+ (321) 783-4651
Become a fan, follow us on...

 
facebook.com/portcanaveral
twitter.com/canaveralport

From: Lewis, Sally A [<mailto:Sally.Lewis@brevardcounty.us>]
Sent: Monday, December 14, 2015 8:32 AM
To: John Walsh
Subject: Lease Agreement with Canaveral Port Authority

Attached for your review is the lease agreement that will go before the Board of County Commissioners December 15, 2015.
Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, Fl. 32940
321-633-2010
Sally.lewis@brevardcounty.us

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Under Florida Statute 668.6076, electronic mail addresses are public records. If you do not want your electronic mail address released in response to a public records request as provided in Florida Statute 119, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

This electronic mail contains information which may be privileged, confidential, or otherwise protected from disclosure. It is intended only for the individual(s) named. If you are not an addressee; any disclosure, copy, distribution, or use of the contents of this electronic mail is prohibited. If you have received this electronic mail in error, please notify the sender by reply electronic mail or at the telephone number listed above and destroy the original message and all copies.

ADD ON

Meeting Date
December 15, 2015



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Item No.	VI B 1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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Exhibits Attached

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager,	Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046
Stockton Whitten	Assistant County Manager, Venetta Valdengo	

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IN WITNESS WHEREOF, the Parties have set their hands and seals on the dates set forth below.

*Auth
to my
to contact
CEO of P&T
(see notes) VI. B. 1.
1/1*

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Jim Barfield, Chairman

As approved by the Board on 12/15/15

ATTEST:

By: _____
Scott Ellis, Clerk

V.B.I.
11

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Jim Barfield, Chairman

As approved by the Board on 12/15/15

ATTEST:

By: _____
Scott Ellis, Clerk

CANAVERAL PORT AUTHORITY

By: _____
Jerry W. Allender, Chairman

Date: _____

ATTEST:

Thomas W. Wineberg, Secretary

Lewis, Sally A

From: Post, Troy
Sent: Monday, December 14, 2015 11:57 AM
To: Lewis, Sally A
Cc: Whitten, Stockton E; Barrett, Pamela A
Subject: Pulling agenda item II D. 2

Sally - As a follow-up to our conversation earlier, the owner of Enviro-USA has requested that we postpone consideration of the real estate contract that would involve the purchase of a 3-acre lot in the Spaceport Commerce Park. The business is still working with its architect and general contractor to determine whether its desired building layout will fit the dimensions of the available lot.

Should you or Stockton have any questions, please let me know.

Thanks !

Troy

Troy Post, CEcD
Executive Director

North Brevard Economic Development Zone (NBEDZ)

400 South Street – 1-A
Titusville, Florida 32780

321-264-6750 (PH)
321-264-6751 (FX)
321-960-1458 (MB)

For information on the Zone: www.NBEDZ.com

For statistical/community data on the area, visit: www.NorthBrevard.biz

And connect with me on **LinkedIn** at: www.linkedin.com/pub/troy-post-cecd/16/1b1/97b

Lewis, Sally A

From: Alward, Elizabeth M
Sent: Friday, December 11, 2015 12:15 PM
To: Lewis, Sally A
Cc: Tammie Watts; Barfield, Jim
Subject: 11:00 Time Certain for Item VB

Hi Sally,

Please set a time certain for item VB Legislative Intent and Permission to Advertise, Re: Ordinance Establishing a Foreclosure Registry.

Thank you,

Liz

From: Tammie Watts [<mailto:Tammie.Watts@Space321.com>]
Sent: Thursday, December 10, 2015 9:40 AM
To: Alward, Elizabeth M
Subject: RE: Taxes and Impact Fees by County.xlsx

I will send it out to membership.
11am is perfect. Thank you!

Tammie Watts

Government Affairs Director

Governmentaffairs@Space321.com

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December 12, 2015

TO: Brevard County Board of County Commissioners
Community Service Group/Parks and Recreation Department

FROM: Adventure Kayak of Cocoa Beach, Mr. Bill Kowalik

SUBJ: ECO-TOUR COMMERCIAL PERMIT PROCESS

In lieu of a restrictive "lottery selection process" to regulate eco-tour commercial permits, a more equitable, and pro-active, solution is proposed to alleviate launch site overcrowding and reduce environmental impact to Brevard County parks.

This proposal will provide the eco-tour vendors a viable and workable scheduling solution. It will solve park site overcrowding, regulate watercraft saturation, reduce wildlife impact and yet provide controlled access to all launch sites on a structured basis.

Eco-tour vendor's services and customers tour site selection would be severely compromised by daily restrictions to prime County Park launch access points. As tourism is one of Brevard County's main attractions and financial rewards...most tourists are on a time sensitive schedule.

Total restricting access to prime launch sites to certain days of the week for a particular eco tour company can be detrimental to their future. Tourists/customers schedules do not work that way.

However, by simply restricting customer load to a particular launch site solves the same problem yet provides equitable access to all the eco-tour vendors and their customers.

Each county launch site will be evaluated and assigned an Impact Category. The categories are determined by a number of factors. Launch site access, launch site size, parking availability, wildlife density, environmental impact, park facilities, and local public access.

- **Category 1 - High Impact Site.** Sensitive areas. High wildlife density. Confined access. Limited parking and restricted facilities.
- **Category 2 - Moderate Impact Site.** Easy access. Parking. Facilities.
- **Category 3 - Low Impact Site.** Open access. Motor Boat Launch. Parking. Facilities

This Impact Category system can be implemented immediately without compromising any eco-tour guide service's schedules or customers preferred launch site selection.

Wildlife impact, human interaction and watercraft saturation are controlled at each park to within the restrictive launch site limitations set by their Impact Category.

We propose a flat fee \$500 per vendor annually.

Impact Categories

Category 1 (High Impact)

Manatee Cove

- 15 customers per tour, max
- 30 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 30 customers per day
- Monday through Friday operation only, select holidays excluded.

Category 2 (Medium Impact)

Pine Island, Fay Lake Wilderness Park, Hatbill Park, Chain of Lakes Park, Marina Park, Eau Gallie Causeway Ramp, Lake Washington Park, POW/MIA Park, Fox Lake Park, Parrish Park, Kennedy Point Park, Sand Point Park, Six Mile Creek, Leroy Wright Rec Area, James Bourbeau Park, Fisherman's Landing, Pineda Causeway and Rotary Park Suntree.

- 30 customers per tour, max
- 60 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 60 customers per day
- Monday through Sunday operation, ~~select holidays excluded~~
No restrictions

Category 3 (Low Impact)

Kelly Park, Kiwanis Island and Lee Werner Park

- 60 people per tour, max
- 120 customers per day, max
- Each tour separated by 2 hours
- Unlimited tours per day, not to exceed 120 customers per day
- Monday through Sunday operation, No holiday restrictions.

Submitted by Bill Kowalik, owner of Adventure Kayaks of Cocoa Beach.

Adventure Kayak of Cocoa Beach has been a licensed kayak eco-tour business for over 15 years. Certified *Florida Coastal Systems Naturalist* by University of Florida, 2013.