



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

1/11/2022

Subject:

Approval Re: City of Melbourne Request the Renaming of Lipscomb Street Regional Park to the Eddie Lee Taylor, Sr. Community Complex - District 3

Fiscal Impact:

None

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve the renaming of Lipscomb Street Regional Park to the Eddie Lee Taylor, Sr. Community Complex

Summary Explanation and Background:

Brevard County Policy BCC-58, Naming of County Facilities, II. B. 3. Park Facilities, allows the naming of assets within the confines of park property that includes, but is not limited to, buildings, structures, open spaces, trails, natural areas, community centers, athletic fields, pavilions, recreation areas, boat launch facility, beach accesses, crossovers and other amenities and features. Park facilities may be named in honor of a living or deceased individual who has made a unique and extraordinary donation, purchase or other contribution to the County or Recreation Partner Agency.

At the November 23, 2021 council meeting, the City of Melbourne approved a Resolution to rename Lipscomb Park to Eddie Lee Taylor, Sr. Community Complex. The South Area Advisory Board, on December 13, 2020, voted unanimously to recommend the renaming of the park. Lipscomb Park is a 36.79-acre park, located at 3316 Monroe Street that is leased to the City of Melbourne. The park includes three ball fields, multi-purpose field, children's play area, basketball courts, a community center, gazebo and sidewalk around the two lakes. Additionally, all costs associated with the name change would be covered by the City of Melbourne.

Mr. Taylor was a lifelong resident of Melbourne. He was dedicated to community service, faith, and family. Mr. Taylor passed away approximately in 2020 and the renaming of Lipscomb Park in honor of Mr. Taylor will prove a long-lasting and permanent testament to Mr. Taylor's commitment to the community and the City of Melbourne.

Mr. Taylor was dedicated and committed to Lipscomb Street Regional Park. As President of the Lipscomb

Street Regional Park Association for over 40 years, he used his involvement to improve the quality and conditions of the community center and park for the residents in the south Melbourne area. He focused on upgrades of the baseball and softball fields, grounds and structures throughout the park with help from funding from the City of Melbourne Community Block Grant Program (CDBG). Mr. Taylor was instrumental in implementing programs for seniors, summer camp, little league baseball, and sponsoring an annual Thanksgiving community luncheon. Many services at the park headed by Mr. Taylor stimulated youth in the areas of education, sports and community service.

Clerk to the Board Instructions:



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

January 12, 2022

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item F.3., Approval, Re: City of Melbourne Request the Renaming of Lipscomb Street Regional Park to the Eddie Lee Taylor, Sr. Community Complex

The Board of County Commissioners, in regular session on January 11, 2022, approved the renaming of Lipscomb Street Regional Park to the Eddie Lee Taylor, Sr. Community Complex.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

RESOLUTION NO. 4062

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RENAMING LIPSCOMB PARK TO EDDIE LEE TAYLOR, SR. COMMUNITY COMPLEX; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 52-6, Melbourne City Code, provides a process where the City Council may initiate the renaming of a public park by vote; and

WHEREAS, at its July 27, 2021 meeting, City Council voted to rename Lipscomb Park (3316 Monroe Street) to Eddie Lee Taylor, Sr. Community Complex; and

WHEREAS, as provided in Code, the vote provided direction to city staff to prepare a resolution and schedule a public hearing; and

WHEREAS, Eddie Lee Taylor, Sr. was a lifelong resident of Melbourne who was dedicated to community service, faith, and family and served as the president of the Lipscomb Street Regional Park Association for over 40 years; and

WHEREAS, renaming Lipscomb Park in honor of Mr. Taylor will provide a long-lasting and permanent testament to Mr. Taylor's commitment to the City of Melbourne; and

WHEREAS, in accordance with City Code, a courtesy notice was mailed to all property owners of record within 500 feet of Lipscomb Park, providing notification of the public hearing scheduled for November 23, 2021.


BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Lipscomb Park, located at 3316 Monroe Street, shall be renamed to Eddie Lee Taylor, Sr. Community Complex.

SECTION 2. That the proposed renaming is contingent upon approval of the Brevard County Board of County Commissioners.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the 23rd day of November, 2021.

BY: 
Paul Alfrey Mayor

ATTEST: 
Kevin McKeown, City Clerk



Eddie Lee Taylor, Sr.

copy provided to M/c



Eddie Lee Taylor, Sr. was a lifelong resident of Melbourne, Florida. His life has been one of dedication and service to his church, family and community. His life has served as an example to countless men, women, and especially the youth who strive to reach the moral and educational heights that he has achieved.

Why am I talking about Mr. Taylor, well I'm glad you asked.

Mr. Taylor as he was affectionately called throughout the community was totally dedicated and committed to Lipscomb Street Regional Park. Mr. Taylor was President of the Lipscomb Street Regional Park Association for over 40 years.

As President of the the Association, he used his involvement to improve the quality and conditions of the Community Center and park for the residents in the south Melbourne area, particularly by focusing on upgrades of the baseball and softball fields, grounds and building through funding from CDBG offered by the City. Many services at the Park headed by Mr. Taylor stimulated our youth in the area of education, sports and giving back to the community through community service.

It is my desire and I aski that City Council and Mayor will support my request to rename Lipscomb Street Regional Park to the Eddie Lee Taylor, Sr. Sports Complex.

The Eddie Lee Taylor, Sr. Sports Complex would include the 3 ball fields, the multi-purpose field, the children's play area, Basketball Courts, Gazebo and sidewalk around the 2 lakes.

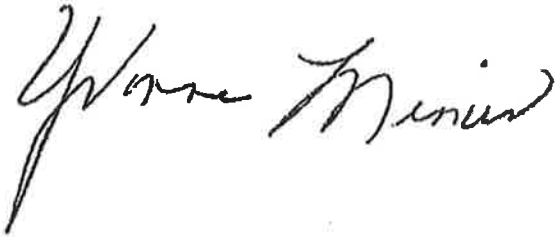
Mr. Taylor has innumerable achievements at Lipscomb Park over the 40 years that he was active until his health failed.

Below are some of his achievements:

- ▶ In 2004 through Mr. Taylor's efforts and working with the Community Block Grant Program and the City of Melbourne Park and Recreation, we were able to acquire a grant to renovation and improve the Park in 4 Phases working with a Master Plan. With includes a renovation of the kitchen at the center, upgrading of the center and much more;
- ▶ Each year Lipscomb Street Park Association would put in a request of improvements for the Community Center and Park with the Community Development Block Grant program;
- ▶ Partnering with 2 other non-profit organization, we were able to establish the first Summer Community Feed Program. Later added the United Way as a continuing partner;
- ▶ Supported Lipscomb Park Summer Camp Program by sponsoring 2-4 children each summer;
- ▶ Each year the Association sponsors a Banquet and recognizes and gives Academic and Sports awards and scholarship to will deserved graduating seniors both high school and college. Also, recognize an individual or organization that has given back to the community during the year;
- ▶ Help establish and fund senior programs at the park;
- ▶ Instrumental in acquiring a Baseball Little League, to better serve the youth in the area;
- ▶ Worked with the Park and Recreation to assure the park has great fields and everything the community kids needed to participate on the fields safely and adequately;
- ▶ Worked as a Liaison with the City of Melbourne and Recreation and the City of Melbourne Police Department to help keep phase out any disturbances as they aroused or try to deter in connection with Lipscomb Park;
- ▶ Sponsored a Thanksgiving Community Luncheon for 10 years at Lipscomb Community Center. Opened to the community;
- ▶ For over 30 years he was a constant and visual participant at the majority of the City Council and City Advisory Board meetings.

I asked for your support to rename Lipscomb Street Regional Park to Eddie Lee Taylor, Sr. Sports Complex. With your approval I ask that this item is included on our July 27 agenda.

Thanks very much for your consideration and approval.

A handwritten signature in cursive script, reading "Wayne Minner". The signature is written in dark ink and is positioned above the printed name.

Melbourne City Council District 3

Eddie Taylor, Sr. was a lifelong resident of Melbourne, Florida. His life has been one of dedication and service to his church, family and community. His life has served as an example to countless men, women, and youth who strive to reach the moral and educational heights that he has achieved.

Eddie Taylor, Sr. received his high school diploma from Stone High School in Melbourne; a BS in Elementary Education from Florida Memorial University (then located in St. Augustine, FL) and a M.Ed. from the University of Central Florida in Orlando.

Mr. Taylor spent most of his adult life both as a teacher in Brevard County and Washington, DC. He was Vice Principal of Adult Education for Stone Middle School and Palm Bay High School. He organized the Adult Education program at Stone Middle school for the Brevard County School Board in the 1970s. For the first time many adults – particularly in south Melbourne – were able to attend evening classes after work and earned high school diplomas.

In addition, Mr. Taylor served as Chairman of the Trustee Board of Mount Moriah Missionary Baptist Church for many years. His leadership and vision led the Trustee Board in expanding the Church while being fiscally responsible.

Mr. Taylor continues to be a trailblazer in the community. He was the first African-American invited to join the Melbourne Jaycees in the early 70s, serving as its First Vice President in 1972. Under the guidance of the late Mr. Norm Keller, this affiliation with the Jaycees presented the opportunity for Mr. Taylor to create the Eddie Taylor Radio Broadcasting Program (1972-1994) with a focus on the African-Community within Melbourne and beyond. The program later evolved into the Eddie Taylor Gospel Show – the first of its kind, and a cross cultural Sunday morning outreach.

Mr. Taylor ran a hard-fought race for City Councilman of Melbourne in the late 70s/early 80s and was appointed by Florida Governor Lawton Chiles to Brevard County Housing Authority Board of Commissioners in 1993 and 1997 and appointed by Florida Governor Bob Martinez to Brevard County Housing Board of Commissioners (1989). He was elected Chairman of the Brevard Housing Authority in the 1990s and was an advocate for providing safe, decent and affordable housing for low-income residents. Through these positions he met then Vice-President George H.W. Bush and other distinguished dignitaries.

In addition, Mr. Taylor has received countless public service awards as testaments to his servant leadership within the community to include the following:

Humanitarian Award presented by Mount Moriah Baptist Church; Community Service Awards by Top Ladies of Distinction; Lipscomb Street Park Association Dedicated Community Service Award; Appreciation for Contribution to Elections Community Council for Supervisor of Elections Brevard County; Recognition of Outstanding and Devoted Services to the Caribbean Festival. Mr. Taylor even has a baseball field named in his honor at Lipscomb Park Community Center.

Once retired, Mr. Taylor continued to be involved in civic activities. He has served as Chairman of the Lipscomb Street Park Association for more than 40 years, and along with the Association, used his involvement to improve the quality and condition of the Community Center and park for the residents of the south Melbourne area. These efforts included a focus on upgrades of the grounds and building through the CDBG offered by the City of Melbourne, and services that will stimulated our youth in the area of education, sports, and giving back to the community. He has also worked tirelessly with other charitable groups in the county in organizing emergency aid to victims of natural disasters including hurricanes in the United States, the Caribbean Basin, and Central America.

USE AGREEMENT

Clerk Of Courts, Brevard County
7 #Names: 2
4.00 Rec: 57.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mfg: 0.00 Int Tax: 0.00

This Use Agreement, made and entered into this 1st day of September, 2005, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as the "County", and the CITY OF MELBOURNE, FLORIDA, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, on March 18, 1965, the County and the City entered into a 40-year Lease Agreement to allow the City to use a parcel of property owned by the County located in Melbourne, Florida, commonly known as Lipscomb Park, as a recreational facility for the benefit of the citizens of Brevard County, Florida; and

WHEREAS, the State of Florida has grant programs that may provide additional funds to the City for the express purpose of providing recreational improvements for said park; and

WHEREAS, the State of Florida typically requires a minimum of 25 years remaining on any agreement to qualify for such grant funds; and

WHEREAS, the County has no present or immediate plans for the use of said property; and

WHEREAS, in consideration of this conveyance, the County has agreed to allow the City the sole and exclusive use of certain properties owned by the County for public recreational purposes.

NOW, THEREFORE, in consideration of the covenants and promises herein contained, it is mutually agreed between the parties as follows:

1. The foregoing recitals are true. Failure of the foregoing recitals to be true and correct shall not invalidate this Agreement.

2. The County does hereby agree to allow the City the primary use of the following described real property:

Commence at the Southwest corner of the Southwest one-quarter of said Section 11, said point being a found nail and disk, thence South 88°25'45" East along the South line of said Section 11 for a distance of 58.01 feet; thence North 00°28'27" East for a distance of 25.00 feet to the point of beginning of the herein described parcel, said point also being a point on the East right of way line of Lipscomb Street and a point on the North right of

way line of Florida Avenue; thence continue North 00°28'27" East along said East right of way line, said line being parallel to and 58.00 feet easterly of the West line of Section 11, for a distance of 1278.70 feet to a point on the North line of said Southwest one-quarter of the Southwest one-quarter; thence South 89°04'15" East along said North line for a distance of 1239.52 feet to a point on the West right of way line of Monroe Street; thence South 88°12'38" West along said West right of way line, said line being parallel to and 25.00 feet westerly of the East line of said Southwest one-quarter of the Southwest one-quarter for a distance of 1292.38 feet to a point on the North right of way of said Florida Avenue; thence South 88°25'45" East along said North right of way line, said line being parallel to and 25.00 feet northerly of the South line of Section 11, distance of 1241.52 feet to the point of beginning, containing 36.61 acres, more or less.

This Use Agreement shall be for a term of twenty-five (25) years provided the property is used for public recreational purposes.

3. This Agreement shall be automatically extended for one additional year annually (so as to maintain the 25-year term of the agreement to qualify for state grant funds) unless notification is provided in writing by either party, within 60 days of the annual anniversary date of this Agreement, of their desire to not allow the automatic extension.

4. The City shall pay any and all costs incurred relative to the use of such recreational facilities, including, but not limited to, custodial and utility charges and any and all program costs related thereto. The City agrees to provide all maintenance and repair to existing and anticipated buildings, roadways, parking areas, fields, play areas and equipment, lighting and all other land mass at the park. This includes any improvements that may be approved for construction on the subject property and any equipment placed thereon by the City.

5. The City shall not use any of the above described premises in any unlawful, improper or offensive manner contrary to any applicable law, rule or regulation and shall not use the premises in a manner to be injurious to any person or property or to endanger or affect any insurance on the subject property or to increase the premium thereof. The City further agrees that in the event insurance premiums are increased due to the City's use of the property, the City will reimburse the County the amount of the additional premium cost.

6. The City shall retain title to and the ownership of all personal property purchased by the City and placed on the premises unless otherwise agreed in writing by the parties. All personal property belonging to the City shall be marked in a manner consistent with the character of the property.

7. The County shall not be liable, responsible, have oversight or provide maintenance for any personal property brought on, constructed or placed on the premises by the City or belonging to the City.

8. The City agrees to indemnify, defend and hold the County harmless from all negligence liability, intentional acts, discriminatory acts or allegations, claims, damages, losses, expenses (including reasonable attorney's fees) arising out of any proceeding or cause of action connected with the performance of any services, duty, obligation or respective use as set forth herein for any injury or damage which occurs on the property or in any facility on the property pursuant to this Agreement except to the extent the injury or damage arises from the negligent or intentional acts or omissions of the County. The City's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgments(s), and/or settlement of any complaint, claim or legal action. As used in this paragraph, the term "County" includes any of its agents, servants, and employees.

9. None of the provisions in this Agreement are intended to or shall act as a waiver of any defense of sovereign immunity, which either of the parties have under Florida Statutes section 768.28 or successor statutes.

10. Each party reserves the right to exercise its functions hereunder through its designated representative.

11. When it is determined to be in the best interest of the City, the City Manager or his designee on behalf of the City, may terminate this agreement upon delivery of a one hundred twenty (120) day written notice thereof by the City Manager, or his designee, to the County. Notice under this Use Agreement shall be given to the Brevard County Parks and Recreation Department Director, 2725 Judge Fran Jamieson Way, Viera, FL 32940-6699.

12. When it is determined to be in the best interest of the County, this agreement may be terminated upon receipt of a one hundred twenty (120) day written notice thereof being delivered by the Brevard County Board of County Commissioners or their designee, to the City

Notice under this Use Agreement shall be given to the City Manager, 900 E. Strawbridge Avenue, Melbourne, Florida 32901-4739.

13. Venue for any legal action brought by any party to this Use Agreement to interpret, construe or enforce the agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

14. Should termination of this agreement occur, the County shall have the discretion to require the City to gate and lock the paved entrances into the park.

15. This Use Agreement shall be deemed to have been executed and entered into within the State of Florida. And any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

16. No modification of this Use Agreement shall be binding on the County or the City unless reduced to writing and signed by a duly authorized representative of the County or the City.

17. If any provision of this Use Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18. This Agreement shall become effective upon the recordation in the public records of Brevard County, Florida, of a fully executed original.

ATTEST:



Scott Ellis, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



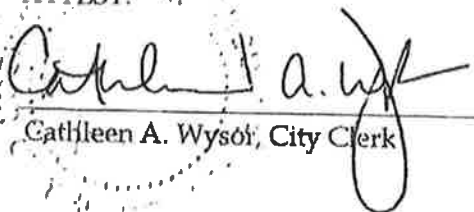
Ron Pritchard, D.P.A., Chairman

As approved by the Board on 9/1/05

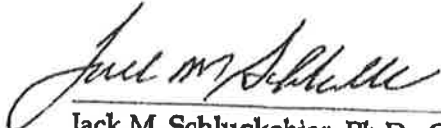
Reviewed for legal form and content
by: 
Asst. County Attorney

(Signatures continued on next page)

ATTEST:

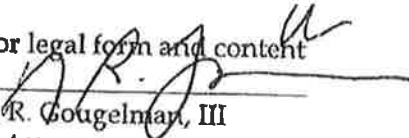

Cathleen A. Wysor, City Clerk

THE CITY OF MELBOURNE, FLORIDA


Jack M. Schluckebier, Ph.D., City Manager

As approved by the Council on _____, 2005

September 13

Reviewed for legal form and content
by: 

Paul R. Gougelman, III
City Attorney

NUMBER: BCC-58

TITLE: **Naming of County Facilities**

CANCELS: 07/10/2012

APPROVED: 01/26/2016

ORIGINATOR: Facilities Management

REVIEW: 01/26/2019

I. Naming of County Facilities (other than Park Facilities)

A. Objective

To establish the criteria for selecting names of County Facilities

B. Definitions and References

Facility: Improved County owned property, provided to serve a public purpose.

C. Directives

1. Selection of Names

a) Historical, natural phenomena, recognizable area, neighborhood, or names of horticultural significance for County facilities are preferred.

b) A facility may be named in honor of a deceased person after a waiting period of no less than twelve months from death of such person and if specified as a condition of donation offered to the Board.

c) A facility shall not be named for a living person except when a name is specified as a condition of donation offered to the Board.

2. Method of Selecting Names

a) New Facility

(1) Names may be recommended or contests may be conducted by a Advisory Board for the naming of a new facility in accordance with the guidelines of this policy.

(2) The name selected shall be presented to the Board of County Commissioners for approval.

(3) County funds shall not be used for prizes to be awarded to the winner of a contest.

b) Changing a Name. When an existing name of a facility has been determined to be inappropriate or ineffectual the respective department having oversight or management of the facility, may select a new name in accordance with this policy and submit its recommendations for approval to the Board of County Commissioners.

c) Naming Sections/Rooms within a Facility. The Department having oversight or management of a facility may submit a proposed name to be affixed to a section or room within a facility, which is different from the name of the overall facility, for approval by the Board of County Commissioners.

d) Placing of Plaques and Markers. Plaques and/or markers, designed to blend with the existing environment, may be placed in a facility or affixed to objects at the discretion of the respective department for the following purposes:

(1) To designate history related to that particular facility.

(2) To recognize groups and individuals who have contributed significantly through donations or their efforts.

II. Naming of Park Property and Park Facilities

A. Objective

To recognize the unique relationships formed by Brevard County and to establish the criteria and policy for selecting names of Parks and Park Facilities where the County is the owner, lessee or authorized manager of real property and facilities.

B. Definitions and References

1. Department - the Brevard County Parks and Recreation Department.

2. Park Property - improved or unimproved tract of land reserved for public use and managed by Brevard County Parks and Recreation Department.

3. Park Facilities - assets within the confines of park property that includes, but not limited to, buildings, structures, open spaces, trails, natural areas, community centers, athletic fields, pavilions, recreation areas, boat launch facility, beach accesses, crossovers and other amenities and features.

4. Partner Agency - another governmental unit that has ownership and/or management control of property or facilities within Brevard County.

C. Directives

1. Selection of Names

a) Historical, natural phenomena, recognizable area, neighborhood, or names of horticultural significance are preferred for Park Property and Park Facilities using established criteria, emphasizing community values, character, local history, geographic, environmental, civics and services to the Brevard community.

b) Park Property may be named in honor of a deceased person after a waiting period of no less than twelve months from death of such person or when a name is specified as a condition of donation/purchase to the Board. Park Property shall not

be named for a living individual except when a name is specified as a condition of donation/purchase offered to the Board.

c) Park Facilities may be named in honor of a living or deceased individual who has made a unique and extraordinary donation, purchase or other contribution to the County or Partner Agency.

2. Guidelines for Naming and Renaming Park Property and Park Facilities

a) A request for naming or renaming a Park Property or Park Facility shall be submitted in writing to the Parks and Recreation Area Advisory Board, through the Parks and Recreation Department. Names may be recommended or the Parks and Recreation Area Advisory Board may conduct contests for the naming of a new park or recreation facility in accordance with the guidelines of the policy.

b) Those submitting a request must demonstrate how the proposed name is consistent with the directives stated in this policy. The Parks and Recreation staff will review the request for adherence to the criteria before forwarding to the Parks and Recreation Area Advisory Board.

c) The Parks and Recreation Area Advisory Board will offer the opportunity for public input on the proposed naming or renaming.

d) The Parks and Recreation Area Advisory Board shall forward their recommendations to the Board of County Commissioners and, if required, to the Partner Agency for their concurrence.

3. Placing of Plaques and Markers


Plaques and/or markers, designed to blend with the existing environment, may be placed at a Park Property or affixed to objects at the Park Facility at the discretion of the Parks and Recreation Department for the following purposes:

a) To designate history related to that particular Park Property or Park Facility.

b) To recognize groups or individuals who have contributed significantly through donation of their efforts.

III. Reservation of Authority

The authority to issue and/or revise Policies is reserved to the Board of Commissioners.


Jim Barfield, Chairman
Board of County Commissioners
Brevard County, Florida

As approved by the Board JAN. 26, 2016

Attest:


SCOTT ELLIS, CLERK