



AGENDA

BAYFRONT COMMUNITY REDEVELOPMENT AGENCY

Regular Meeting No. 2018 – 01
March 27 – 7 p.m.
City Hall Council Chambers
120 Malabar Rd SE, Palm Bay, FL 32907

CALL TO ORDER:

ROLL CALL:

ADOPTION OF MINUTES:

- * 1. Regular Meeting No. 2017-09, August 15, 2017
- * 2. Special Meeting No. 2017-10, September 5, 2017
- * 3. Regular Meeting No. 2017-12, October 17, 2017
- * 4. Special Meeting No. 2017-13, October 24, 2017
- * 5. Special Meeting No. 2017-14, November 16, 2017

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda (indicated with asterisks(*)). They will be enacted by the BCRA Commissioners in one motion. If discussion is desired by the BCRA Board, that item will be removed from the Consent Agenda by the Board and will be considered in the order that it appears on the agenda.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

Public Comments on Agenda Items – Individuals wishing to address agenda items can do so at the time the agenda item is being considered by the Agency. The Chairperson will ask if there are any public comments prior to the Agency taking action on the item. All speakers will be limited to three (3) minutes for non-agenda items.

PRESENTATIONS:

1. Northshore Development
2. Paddling Paradise – Capt. B.F. Robertson

NEW BUSINESS:

1. Consideration of engaging **Paddling Paradise** to help increase **kayaking, paddle boarding, and sailing activities in the Bay and Turkey Creek in support of facilitating new development within the Bayfront District by providing short-term authorization** to utilize a parcel owned by the BCRA located at **2920 Pospisil Ave NE Palm Bay**.
2. Consideration of BCRA proposal to purchase the Pelican Harbor Marina from the City for \$1,116,000.
3. Consideration of proposals to provide landscape maintenance and cleanup activities to storm damaged shoreline (Hurricane Irma) and regular maintenance of previously trimmed Bayfront shoreline areas.
 - Zone 1: \$4,980 (Box Culvert South of Bay Blvd. to US-1 & Hessey Ave.)
 - Zone 2: \$3,900 (From Hessey Ave to South of Palm Bay Rd.)
 - Zone 3: \$3,810 (From approx. 275' S of Palm Bay Rd. to the North of Turkey Creek.)

4. Consideration of a proposal to perform an economic 3D model analysis of the economic impact of land use within the BCRA. Cost will be shared between the BCRA and the City as follows:
 - BCRA (80%): \$44,000
 - City (20%): \$11,000
5. Consideration to reimburse staff for certain expenses associated with FCP3 Conference.
6. Consideration of holding a BCRA Budget Workshop and Regular Meeting in the month of April.
- * 7. Acknowledgement of receiving the proposed revisions to the BCRA bylaws for consideration at the next regular BCRA meeting.
8. Acknowledgement of the scheduling of two public meetings to receive public input regarding the design elements of the proposed Palm Bay Pier. Engineering staff from BSE Consulting will be presenting their initial design concepts to inspire discussion about the various features and elements the public would like to see included in a formal design.
 - a. Location: City Council Chambers or the City Marina
 - b. Meeting #1: Wednesday, April 25 @ 6:30pm.
 - c. Meeting #2: Two options:
 - i. Option 1: Tuesday, May 15 @ 6:30pm, or
 - ii. Option 2: Wednesday, May 16 @ 6:30pm.
- * 9. Acknowledgement of the Agency's FY18 Q1 Financial Report.

COMMISSIONER REPORTS:

OTHER AGENCY BUSINESS:

ADJOURNMENT:

If an individual decides to appeal any decision made by the Bayfront Community Redevelopment Agency with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim. In accordance with the Americans with Disabilities Act and Section 90.6063(4), Florida Statutes, persons needing special accommodations for this meeting shall, at least 48 hours prior to the meeting, contact the Office of the Bayfront Community Redevelopment Agency at (321) 409-7187 or Florida Relay System at 711.

MEMORANDUM



TO: BCRA Commissioners
FROM: James Marshal, BCRA Administrator
DATE: March 27, 2018
RE: New Business Item #1

The following information represents an economic development opportunity for commissioners to consider that intends to help activate the City's waterfront district by increasing kayaking, paddle boarding, and sailing activities within the Bay and Turkey Creek as part of a much larger initiative to attract new development to the Bayfront District.

Paddling Paradise is seeking a short-term authorization from the Agency to utilize a BCRA owned parcel located at 2920 Pospisil Ave NE Palm Bay (adjacent to the Pelican Harbor Marina) for use as a temporary location to provide services and activities related to the use of kayaks, paddle boards, and sailing.

The property is an unimproved waterfront parcel located between the FEC railroad and the Pelican Harbor Marina and includes direct access to the Turkey Creek. It is also part of a larger planned assemblage/redevelopment effort which may take more than a year to complete. The site has previously served as a temporary staging area for the County's Turkey Creek and Palm Bay dredging operations.

Paddling Paradise has prepared the attached presentation in advance for the board, including other supporting materials as attached to this memorandum.

FISCAL IMPACT:

No direct fiscal impact.

STAFF RECOMMENDATION:

Motion to authorize the use of the property subject to legal review and approval by the City Attorney's office and the proper issuance of all required building/operating permits.

Enhancing the Palm Bay Bayfront Village

Paddling Paradise will bring extra life, fun and excitement to the Bayfront Village with our long list of current programs and loyal customer base. We currently have customers renting kayaks and paddleboards and transporting them to Turkey Creek to enjoy the area and spend the day. Turkey Creek and the Bayfront area are custom made for the on the water lifestyle; Paddling Paradise's skilled staff and wide range of paddling options and programs are the perfect ambassador for the vision of the Bayfront Village.



Corporate customers we provide discounts and group rates to

- Harris Corp.
- Health First
- Northrop Grumman Corp.
- Rockwell Collins Inc.
- All Military Branches
- All First Responders

Community Events

Paddling Paradise gets the community involved and increases exposure by hosting several weekly, monthly, and yearly events such as the following.

- Saturday Sunset Social
- Monday Night Hospitality Industry Paddle
- Friday Morning Sunrise Paddle
- Training Paddles
- Full Moon Paddles
- Christmas Kayak/SUP Parade



Rentals

Paddling Paradise has rentals available from 1 hour to multi-day. We offer paddle driven single kayaks, tandem kayaks, as well as Hobie pedal driven kayaks. Additionally we provide Bic Stand Up Paddleboards suited for skill levels ranging from the first time paddler all the way to a professional racer.

Paddle sports continue to grow in popularity in America, according to a report by The Outdoor Foundation. Over the past three years stand up paddling was the fastest growing sport, increasing by an average of 26 percent per year from 2012 to 2015. Kayak fishing, white water kayaking and sea/tour kayaking also saw some of the biggest participation increases during that time.



Hobie Tandem Island
Sailing Kayak



Bic Stand Up Paddle
Boards



Hobie Pro Angler Pedal
Kayak

Retail

Featuring a wide range of kayaks and Stand Up Paddleboards highlighted by Hobie Kayaks and Bic Paddle Boards along with a full line of accessories and full service repairs and maintenance, Paddling Paradise not only brings people to the water, but helps keep them on it!



Training and lessons

By providing top notch training for paddle boards, kayaks, pedal kayaks, and sailing kayaks we are able to ensure that people enjoy themselves on the water. By doing so Paddling Paradise is able to train beginners in a fashion that allows them to enjoy the water and want to return and bring their friends and family to enjoy the fun. A happy paddler is a return paddler.

We offer

- Private lessons
- Group lessons
- Advanced lessons
- SUP surf lessons
- Race training



Eco Tours

Private or group tours from 1 to 50 are offered. Our Eco-Tours are lead by trained guides with a strong knowledge of the area's waterways and wildlife. Tours can be customized to fit the group or individuals request.

Eco Tours not only provide another attraction for potential visitors to the area, but also help to educate people about the waterways and their importance to the area.



Races

We are the Fastest growing Paddling Race Series on the East Coast, featuring the following races.

- Sup N Run Race Series averaging over 100 racers per event over the past three seasons
- Space Coast Paddle Fest 75 racers for the first year
- Neptunalia Challenge averaging over 100 racers per event over the past three seasons
- Boardwalk Triathlon & SUP N RUN averaging over 50 racers each year
- C2C - Causeway to Causeway paddle averaging over 50 racers each year
- Additional races are scheduled to be added for the 2018 season.

Compelling Demographic of the Racers

- Educated, Active, Affluent
- Spectators add to the crowd and excitement
- Premier events will be featured on the Distressed Mullet site. Paddle Guru, On line media sites, state and local newspaper and paddling shops throughout Florida



Top Countries competing

- USA
- Canada
- UK
- Brazil

Top Counties and Cities competing

- Brevard County - Palm Bay ,Indialantic, Melbourne Beaches, Titusville, Cocoa, Cocoa Beach, Rockledge, Merritt Island, Melbourne,
- Orange County - Winter Park, Orlando
- Volusia County- Daytona Beach, New Smyrna Beach
- Indian River County - Vero Beach
- Martin, Palm Beach, Miami Dade Counties - Ft Pierce, West Palm Beach, Ft Lauderdale and Miami
- West Coast, Tampa, Ft Myers and Gainesville

Age Groups

- 14 and Under (10%)
- 49 and Under (55%)
- 50 and Over (35%)
- Male (60%) & Female (40%) Divisions for Adults



The unique appeal of this paddleboard, kayak, surf-ski event draws active, educated and affluent participants from all over Florida as well as other countries.

Charitable Events

In an effort to give back to the community, as well as, introduce new people to paddling and the area Paddling Paradise is pleased to be the host location for a number of charity events including the following.

- Anglers for Conservation - Fly Fishing Film tour- Benefits Youth Anglers
- One Lagoon Charity Paddle in Cocoa Beach- Benefits the One Lagoon Project
- Samson Island open house - Benefits Samson Island Satellite Beach rehab
- Margaritas for Mangroves- Benefits Marine Resource council lagoon house
- U.S. Veterans' Rowing & Kayaking Veterans events
- Water support for the Causeway to Causeway annual swim
- ASK US Florida Inc. creating tailored and inclusive social events for members of the Autistic community



Additional Revenue

Kayaking and paddling sports have been growing at a rapid rate for the past several years, and continue to do so. The Bayfront Village and Turkey Creek areas offer some of the best paddling and outdoor activities to be found anywhere. The problem is and has always been the transportation and storage of the equipment. Palm Bay and the Bayfront Village can capitalize on this in several ways.



Paddling Paradise can assist in and manage a rack storage program for Palm Bay and the Bayfront Village. There are several very successful programs in place now in North and South Carolina as well as the great lakes, and other areas around the country. In many cases these programs are so successful that a lottery system is used to assign spots. The prices range from \$100 to \$320 per year in locations with a short season. Additionally with the amount of waterfront access Turkey Creek has, and the relatively small size of the storage racks the number of kayaks and stand up paddle boards that can be stored is high. By providing a solution to both the transportation and storage issues thus making it much easier to enjoy the water, the number of people using the Bayfront Village will grow steadily and enhance the entire area.

Examples of areas with successful programs

- Town of Davidson, NC
- Minneapolis Park and Recreation Board
- Charleston , SC County Parks and Recreation
- Yonkers Paddling and Rowing , Yonkers, NY JFK Marina
- Town of Superior, WI
- Stone Harbor Municipal Marina, Stone Harbor, NJ

Location, Location, Location

The match between the area and Paddling Paradise is in perfect. Paddling Paradise will bring fun, excitement and visitors to the area, creating more exposure which will be a strong asset for the Bayfront Redevelopment Plan and its continued growth.

The 2920 Pospisil AVE NE location 28-37-24-27-2-8 would be a perfect fit. The plan would be to bring in temporary structures that would be improved and decorated to enhance the area, and ultimately move into one of the permanent structures when they are completed. The Paddling Paradise office could also serve as the management office for the storage racks mentioned earlier. Paddling Paradise's staff would oversee and assist with all aspects of the storage areas.



Public Benefits Paddling Paradise Provides to City of Palm Bay's Bayfront District

- Providing kayaking, paddle boarding, sailing, and training to the areas' workforce and residents. Resulting in more people visiting the Bayfront and enjoying what it has to offer; thus perpetuating the exposure and growth of the area.
- Engaging the community and increasing involvement by hosting weekly, monthly, and yearly events such as Saturday Sunset Socials, Monday Night Hospitality Industry Paddles, Friday Morning Sunrise Paddles, Training Paddles, Full Moon Paddles, and Holiday Paddling Parade.
- Educating residents and visitors alike in the waterways and their importance to the area by hosting Eco Tours conducted by trained guides with a strong knowledge of the area.
- Bringing the fastest growing Race Series on the East Coast to the Bayfront District. As a result bringing hundreds of new visitors to the area for each event.
- Hosting Charitable Events for local non-profits. Resulting in strong community involvement and added exposure to the area.
- Working with Palm Bay's Parks and Recreations to help provide options to the residents for Kayak/SUP storage. In doing so eliminating the two main reasons people don't get on the water, transportation and storage. As an additional benefit this program can provide an additional source of income for the department.
- Paddle sports are the fastest growing outdoor activity in the country according to a report by The Outdoor Foundation, showing an increase of 26 percent on average per year from 2012 to 2015.

Race Statistics

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Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account	2832800
Owners	Bayfront Community Redvelopement; Agency
Mailing Address	C/O City Of Palm Bay 120 Malabar Rd SE Palm Bay FL 32909
Site Address	2920 Pospisil Ave NE Palm Bay FL 32905
Parcel ID	28-37-24-27-2-8
Property Use	8080 - Municipally Owned Land - Vacant
Exemptions	EXMU - Municipally Owned Property
Taxing District	34U0 - Palm Bay
Total Acres	2.30
Subdivision	Palm Bay Map Number 1
Site Code	0165 - Turkey Creek Riv Frt
Plat Book/Page	0002/0003
Land Description	Palm Bay Map Number 1 Lots 8 Thru 11 Ex N 150 Ft Of Lot 8 & N 150 Ft Of E 10 Ft Of Lot 9 Blk 2



VALUE SUMMARY

Category	2017	2016	2015
Total Market Value	\$356,880	\$356,880	\$356,880
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$356,880	\$356,880	\$356,880
Assessed Value School	\$356,880	\$356,880	\$356,880
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$356,880	\$356,880	\$356,880
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
04/12/2011	\$785,000	WD	Vacant	6367/2814
04/21/2006	\$1,750,000	WD	Improved	5635/5727
12/30/2002	\$500,000	WD	Improved	4796/0183
12/01/1975	\$3,000	--	--	1580/0773

BUILDINGS

No Data Found

A photograph of three children standing in front of a rocky waterfall. The child on the left is a young girl in a pink sweatshirt and grey pants. The child in the middle is a boy in a red hoodie and a colorful patterned scarf. The child on the right is a boy in a red hoodie and a pink and white beanie. They are all smiling. In the background, there is a large waterfall cascading over dark rocks, with some greenery on the left side. Two other people are visible sitting on rocks in the distance to the right.

OUTDOOR RECREATION PARTICIPATION TOPLINE REPORT 2017

**OUTDOOR
FOUNDATION**

Photo credit: Pogo Park, an Outdoor Foundation-supported organization that teaches environmental education to a park poor neighborhood in Northern California.



2016 Outdoor Participation

11.0 Billion Outdoor Outings
76.5 Average Outings Per Participant

In 2016, nearly half of all Americans — 48.6% — reported participating in at least one outdoor activity. That equates to 144 million participants, who went on a total of 11 billion outdoor outings. The participation rate and number of participants slightly increased, while the number of total outings decreased. The decline in outings was a result of the decline in core participation. In other words, in 2016, Americans participated in outdoor activities, such as traditional and non-traditional triathlons, mountain and road biking, boardsailing and others, less often than they did the year before.

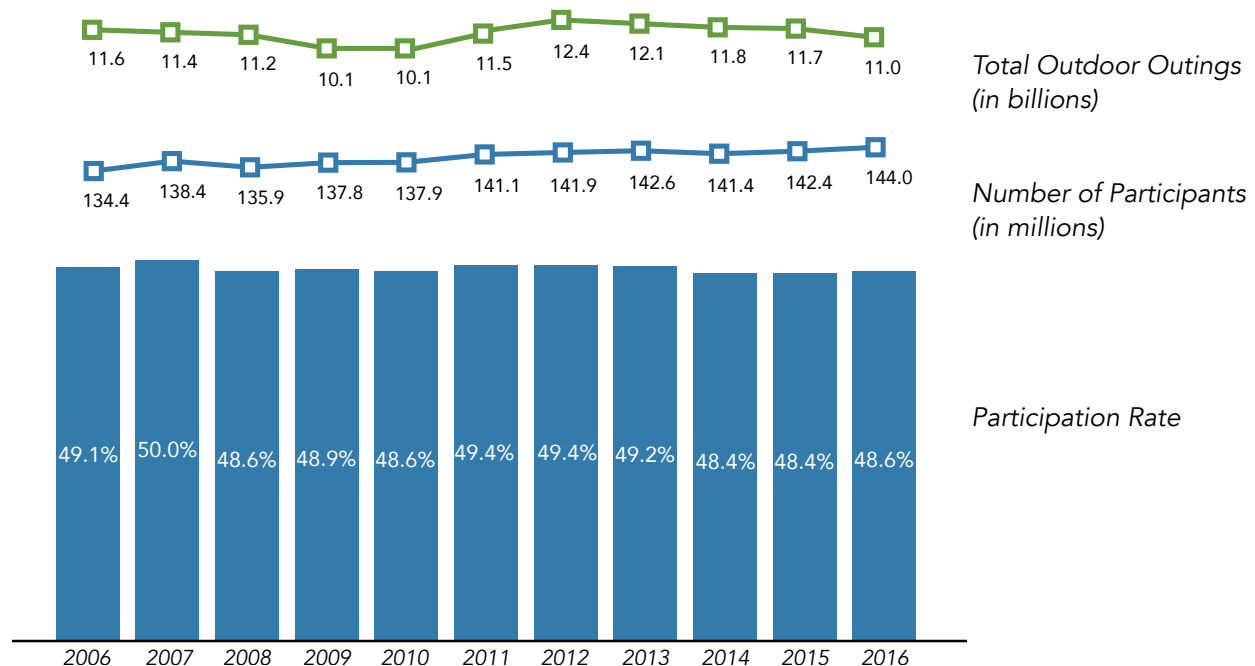
Running, jogging and trail running remained the most popular outdoor activity, but BMX biking saw the largest growth in participants from 2015 to 2016. Over the past three years, stand up paddling was the top outdoor activity for growth, increasing participation an average of 18 percent.

Outdoor participation for youth and young adults skewed heavily Caucasian, with Hispanics coming in a distant second. Among the genders, however, participation was almost evenly split.

Aspirational participation, which measures the physical activities that interest non-participants, showed that many Americans were drawn to outdoor recreation over sports, fitness and leisure activities. In fact, all aspirational participants — regardless of age — reported camping in their top three most appealing activities.

The Outdoor Foundation® has produced the *Outdoor Recreation Participation Topline Report* to provide a snapshot of American participation in outdoor activities with a focus on youth and young adults. The report is based on an online survey of 24,134 Americans ages six and older. A more in-depth look at outdoor participation in America is forthcoming.

Outdoor Participation, 2006 to 2016



Ages 6 to 24 Youth & Young Adult Participation

4.1 Billion Outdoor Outings
83.8 Average Outings Per Participant

Most Popular Youth Outdoor Activities

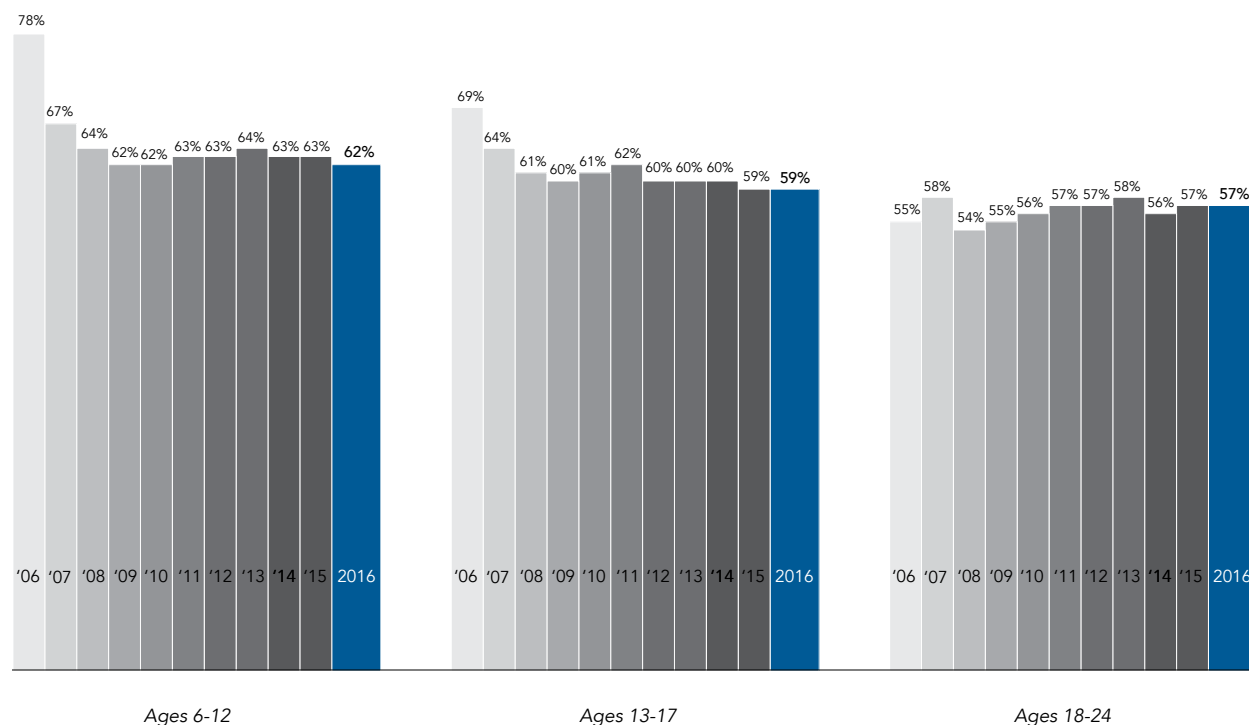
By Participation Rate, Ages 6 to 24

1. Running, Jogging and Trail Running
25.3% of youth, 20.3 million participants
2. Bicycling (Road, Mountain and BMX)
22.6% of youth, 18.2 million participants
3. Fishing (Fresh, Salt and Fly)
19.5% of youth, 15.6 million participants
4. Camping (Car, Backyard and RV)
19.0% of youth, 15.3 million participants
5. Hiking
15.5% of youth, 12.5 million participants

Favorite Youth Outdoor Activities

By Frequency of Participation, Ages 6 to 24

1. Running, Jogging and Trail Running
81.3 average outings per runner,
1.7 billion total outings
2. Bicycling (Road, Mountain and BMX)
58.0 average outings per cyclist,
1.1 billion total outings
3. Fishing (Fresh, Salt and Fly)
16.1 average outings per fishing participant,
251.4 million total outings
4. Skateboarding
46.8 average outings per skateboarder,
212.2 million total outings
5. Camping (Car, Backyard and RV)
12.4 average outings per camper,
189.0 million total outings



Ages 6 to 24 Youth & Young Adult Participant Demographics

		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Gender	Male	52%	50%	57%	53%	53%	52%	50%	50%	51%	51%
	Female	48%	50%	43%	47%	47%	49%	50%	50%	49%	49%
		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Age	6 to 12	33%	29%	37%	36%	36%	38%	38%	38%	39%	39%
	13 to 17	24%	25%	30%	30%	30%	26%	26%	27%	28%	28%
	18 to 24	44%	46%	34%	34%	34%	36%	36%	34%	33%	33%
		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Race/ Ethnicity	African American/Black	8%	8%	8%	11%	7%	11%	11%	10%	8%	9%
	Asian/Pacific Islander	4%	6%	5%	6%	6%	7%	7%	7%	7%	7%
	Caucasian/White, non-Hispanic	77%	75%	78%	71%	76%	71%	68%	70%	71%	70%
	Hispanic	7%	7%	7%	9%	8%	8%	10%	10%	12%	12%
	Other	4%	4%	3%	4%	4%	4%	3%	3%	2%	2%
		2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Census Region	New England	5%	5%	5%	5%	4%	5%	5%	4%	4%	4%
	Middle Atlantic	15%	14%	12%	13%	13%	13%	13%	13%	13%	14%
	East North Central	17%	17%	17%	17%	17%	16%	17%	17%	17%	16%
	West North Central	7%	7%	8%	7%	7%	8%	7%	7%	7%	7%
	South Atlantic	18%	19%	18%	17%	18%	18%	18%	19%	19%	19%
	East South Central	5%	6%	7%	6%	6%	6%	6%	6%	6%	6%
	West South Central	9%	9%	10%	10%	11%	10%	11%	11%	10%	11%
	Mountain	8%	8%	8%	9%	9%	8%	8%	9%	8%	8%
	Pacific	16%	15%	15%	16%	16%	16%	15%	14%	15%	16%

Aspirational Youth & Young Adult Participation

Aspirational participation measures non-participants' interest in specific outdoor recreation, sports, fitness and leisure activities. When comparing the types of activities that appeal to non-participants, many aspirational participants reported being drawn to outdoor activities. In fact, youth and young adults in every age group reported camping as their top interest. Bicycling was another outdoor activity that non-participants in each age cohort were interested in trying.

Aspirational Participants, Ages 6-12

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Camping	16%
2. Basketball	14%
3. Fishing	13%
4. Soccer	13%
5. Swimming for Fitness	12%
6. Bicycling	12%
7. Running/Jogging	11%
8. Football	11%
9. Swimming on a Team	10%
10. Martial Arts	10%

Aspirational Participants, Ages 13-17

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Camping	13%
2. Swimming for Fitness	10%
3. Running/Jogging	9%
4. Fishing	9%
5. Bicycling	9%
6. Working Out with Machines	8%
7. Hiking	7%
8. Basketball	7%
9. Football	7%
10. Martial Arts	7%

Aspirational Participants, Ages 18-24

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Camping	18%
2. Bicycling	16%
3. Backpacking	14%
4. Martial Arts	14%
5. Climbing	12%
6. Working Out with Weights	12%
7. Hiking	11%
8. Swimming for Fitness	11%
9. Working Out with Machines	11%
10. Kayaking	10%

Adult Participation

6.9 Billion Outdoor Outings
72.8 Average Outings Per Participant

Most Popular Adult Outdoor Activities

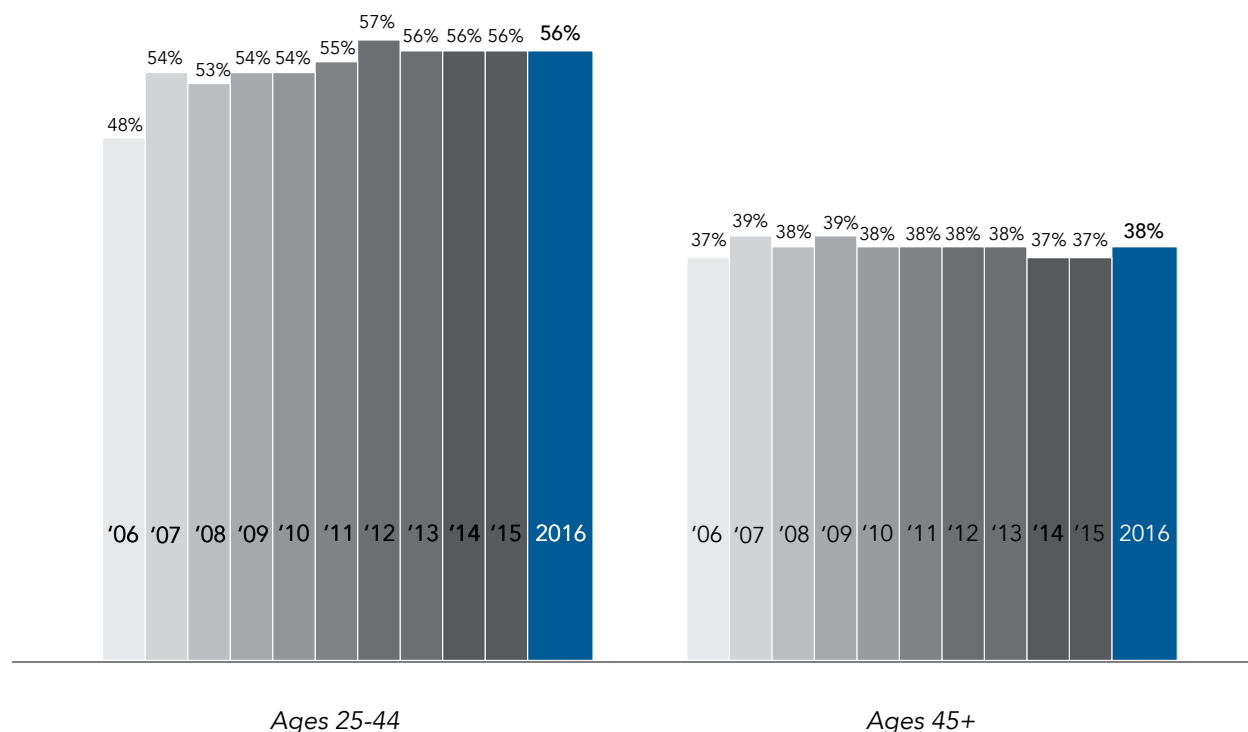
By Participation Rate, Ages 25+

1. Running, Jogging and Trail Running
14.8% of adults, 32.0 million participants
2. Fishing (Fresh, Salt and Fly)
14.6% of adults, 31.5 million participants
3. Hiking
13.7% of adults, 29.7 million participants
4. Bicycling (Road, Mountain and BMX)
12.8% of adults, 27.7 million participants
5. Camping (Car, Backyard, Backpacking and RV)
11.7% of adults, 25.2 million participants

Favorite Adult Outdoor Activities

By Frequency of Participation, Ages 25+

1. Running, Jogging and Trail Running
81.0 average outings per runner,
2.6 billion total outings
2. Bicycling (Road, Mountain and BMX)
76.0 average outings per cyclist,
1.4 billion total outings
3. Fishing
40.1 average outings per fishing participant,
627.9 million total outings
3. Hiking
98.2 average outings per hiker,
445.3 million total outings
4. Wildlife Viewing
25.2 average outings per wildlife viewer,
384.6 million total outings



Aspirational Adult Participation

Like youth and young adult aspirational participants, adult aspirational participants were also particularly interested in outdoor activities. Camping ranked as the number one or two most popular activity out of a range of outdoor, sports, fitness and leisure activities. Running/jogging, hiking, backpacking, canoeing and fishing also rated in the top ten most appealing activities among every age group, signaling that there is a significant opportunity for the outdoor industry to engage these non-participants.

Aspirational Participants, Ages 25-34

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Swimming For Fitness	16%
2. Camping	15%
3. Bicycling	13%
4. Running/Jogging	11%
5. Hiking	11%
6. Backpacking	11%
7. Canoeing	11%
8. Fishing	10%
9. Working Out with Machines	10%
10. Working Out with Weights	9%

Aspirational Participants, Ages 35-44

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Camping	14%
2. Bicycling	13%
3. Swimming for Fitness	13%
4. Hiking	11%
5. Working Out with Weights	10%
6. Fishing	9%
7. Running/Jogging	9%
8. Working Out with Machines	9%
9. Canoeing	9%
10. Backpacking	8%

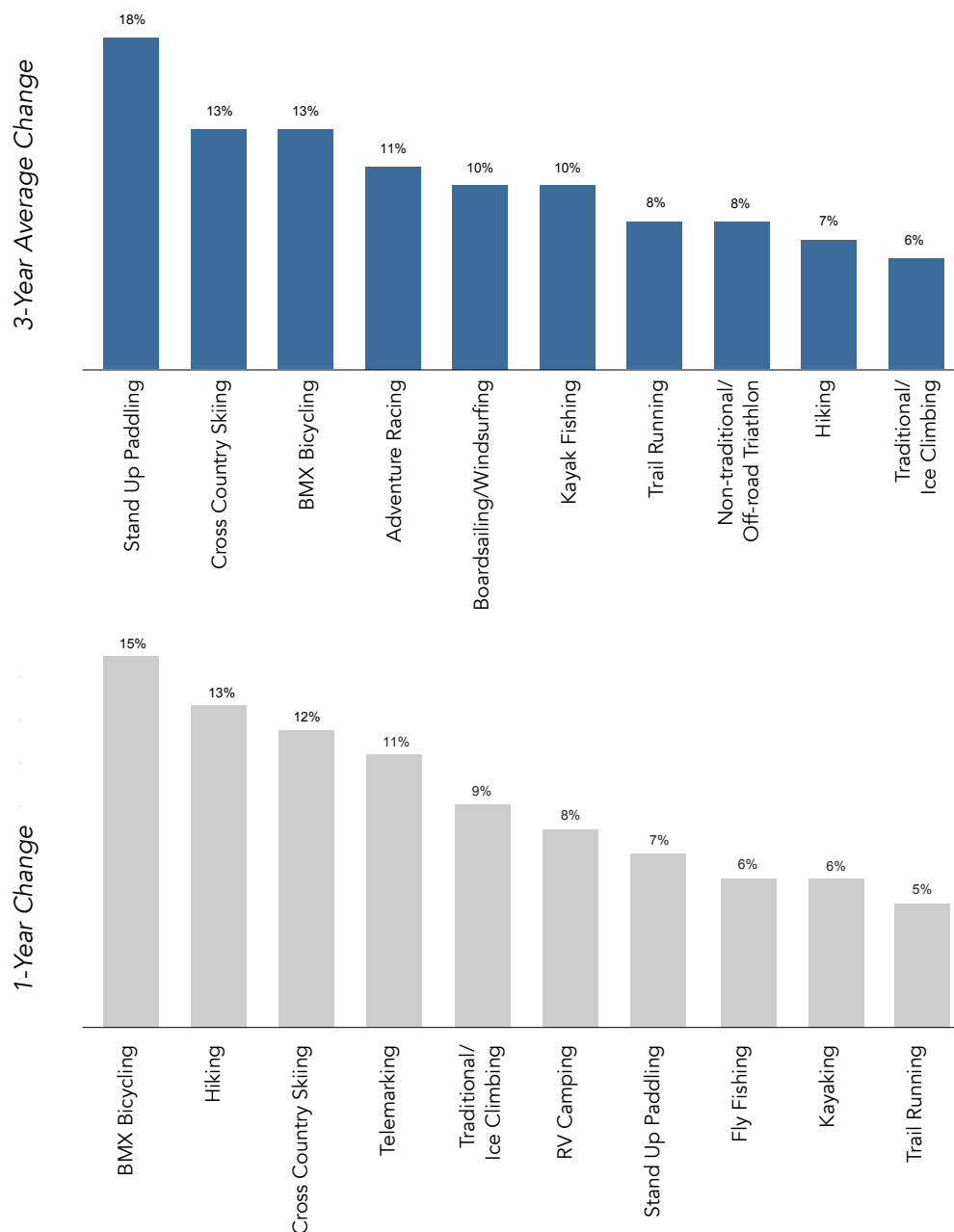
Aspirational Participants, Ages 45+

<i>Physical Activity</i>	<i>Interest Rate</i>
1. Camping	11%
2. Birdwatching /Wildlife Viewing	11%
3. Fishing	10%
4. Bicycling	10%
5. Swimming for Fitness	10%
6. Hiking	9%
7. Working Out with Machines	8%
8. Canoeing	7%
9. Working Out with Weights	7%
10. Backpacking	5%

2016 Positive Outdoor Trends

Positive outdoor trends details the activities that saw the most growth in participation. Over the past three years, stand up paddling was the top outdoor activity for growth, increasing participation an average of 18 percent from 2013 to 2016. Although still adding new participants, growth for the activity slowed compared to previous years. From 2015 to 2016, BMX biking saw the most growth in participation. This activity, along with cross country skiing, were among the top activities for growth over a one year- and three-year period.

Top Outdoor Activities for Growth



Outdoor Participation by Activity

** All participation numbers in this table are in the thousands (000).

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	3-Year Change
Adventure Racing	725	698	920	1,089	1,339	1,065	2,170	2,213	2,368	2,864	2,999	35.5%
Backpacking Overnight - More Than 1/4 Mile From Vehicle/Home	7,067	6,637	7,867	7,647	8,349	7,095	8,771	9,069	10,101	10,100	10,151	11.9%
Bicycling (BMX)	1,655	1,887	1,904	1,811	2,369	1,547	2,175	2,168	2,350	2,690	3,104	43.2%
Bicycling (Mountain/Non-Paved Surface)	6,751	6,892	7,592	7,142	7,161	6,816	7,714	8,542	8,044	8,316	8,615	0.9%
Bicycling (Road/Paved Surface)	38,457	38,940	38,114	40,140	39,320	40,349	39,232	40,888	39,725	38,280	38,365	-6.2%
Birdwatching More Than 1/4 Mile From Home/Vehicle	11,070	13,476	14,399	13,294	13,339	12,794	14,275	14,152	13,179	13,093	11,589	-18.1%
Boardsailing/Windsurfing	938	1,118	1,307	1,128	1,617	1,151	1,593	1,324	1,562	1,766	1,737	31.2%
Camping (RV)	16,946	16,168	16,517	17,436	15,865	16,698	15,108	14,556	14,633	14,699	15,855	8.9%
Camping (Within 1/4 Mile of Vehicle/Home)	35,618	31,375	33,686	34,338	30,996	32,925	29,982	29,269	28,660	27,742	26,467	-9.6%
Canoeing	9,154	9,797	9,935	10,058	10,553	9,787	9,839	10,153	10,044	10,236	10,046	-1.1%
Climbing (Sport/Indoor/Boulder)	4,728	4,514	4,769	4,313	4,770	4,119	4,592	4,745	4,536	4,684	4,905	3.4%
Climbing (Traditional/Ice/Mountaineering)	1,586	2,062	2,288	1,835	2,198	1,609	2,189	2,319	2,457	2,571	2,790	20.3%
Fishing (Fly)	6,071	5,756	5,941	5,568	5,478	5,683	6,012	5,878	5,842	6,089	6,456	9.8%
Fishing (Freshwater/Other)	43,100	43,859	40,331	40,961	38,860	38,868	39,135	37,796	37,821	37,682	38,121	0.9%
Fishing (Saltwater)	12,466	14,437	13,804	12,303	11,809	11,983	12,017	11,790	11,817	11,975	12,266	4.0%
Hiking (Day)	29,863	29,965	32,511	32,572	32,496	34,491	34,545	34,378	36,222	37,232	42,128	22.5%
Hunting (Bow)	3,875	3,818	3,722	4,226	3,908	4,633	4,075	4,079	4,411	4,564	4,427	8.5%
Hunting (Handgun)	2,525	2,595	2,873	2,276	2,709	2,671	3,553	3,198	3,091	3,400	3,512	9.8%
Hunting (Rifle)	11,242	10,635	10,344	11,114	10,150	10,807	10,164	9,792	10,081	10,778	10,797	10.3%
Hunting (Shotgun)	8,987	8,545	8,731	8,490	8,062	8,678	8,174	7,894	8,220	8,438	8,271	4.8%
Kayak Fishing	n/a	n/a	n/a	n/a	1,044	1,201	1,409	1,798	2,074	2,265	2,371	31.8%
Kayaking (Recreational)	4,134	5,070	6,240	6,212	6,465	8,229	8,144	8,716	8,855	9,499	10,017	14.9%
Kayaking (Sea/Touring)	1,136	1,485	1,780	1,771	2,144	2,029	2,446	2,694	2,912	3,079	3,124	16.0%
Kayaking (White Water)	828	1,207	1,242	1,369	1,842	1,546	1,878	2,146	2,351	2,518	2,552	18.9%
Rafting	3,609	4,340	4,651	4,318	4,460	3,821	3,690	3,836	3,781	3,883	3,428	-10.6%
Running/Jogging	38,559	41,064	41,130	43,892	49,408	50,713	52,187	54,188	51,127	48,496	47,384	-12.6%
Sailing	3,390	3,786	4,226	4,342	3,869	3,725	3,958	3,915	3,924	4,099	4,095	4.6%
Scuba Diving	2,965	2,965	3,216	2,723	3,153	2,579	2,982	3,174	3,145	3,274	3,111	-2.0%
Skateboarding	10,130	8,429	7,807	7,352	6,808	5,827	6,627	6,350	6,582	6,436	6,442	1.5%
Skiing (Alpine/Downhill)	n/a	10,362	10,346	10,919	11,504	10,201	8,243	8,044	8,649	9,378	9,267	12.4%
Skiing (Cross-Country)	n/a	3,530	3,848	4,157	4,530	3,641	3,307	3,377	3,820	4,146	4,640	40.3%
Skiing (Freestyle)	n/a	2,817	2,711	2,950	3,647	4,318	5,357	4,007	4,564	4,465	4,640	2.7%
Snorkeling	8,395	9,294	10,296	9,358	9,305	9,318	8,011	8,700	8,752	8,874	8,717	0.2%
Snowboarding	n/a	6,841	7,159	7,421	8,196	7,579	7,351	6,418	6,785	7,676	7,602	3.4%
Snowshoeing	n/a	2,400	2,922	3,431	3,823	4,111	4,029	3,012	3,501	3,885	3,533	-12.3%
Stand Up Paddling	n/a	n/a	n/a	n/a	1,050	1,242	1,542	1,993	2,751	3,020	3,220	61.6%
Surfing	2,170	2,206	2,607	2,403	2,767	2,195	2,895	2,658	2,721	2,701	2,793	5.1%
Telemarking (Downhill)	n/a	1,173	1,435	1,482	1,821	2,099	2,766	1,732	2,188	2,569	2,848	3.0%
Trail Running	4,558	4,216	4,857	4,833	5,136	5,610	6,003	6,792	7,531	8,139	8,582	26.4%

Triathlon (Non-Traditional/ Off-Road)	281	483	543	634	798	819	1,075	1,390	1,411	1,744	1,705	5.0%
Triathlon (Traditional/Road)	640	798	943	1,148	1,593	1,686	1,789	2,262	2,203	2,498	2,374	22.6%
Wakeboarding	3,046	3,521	3,544	3,577	3,645	3,389	3,348	3,316	3,125	3,226	2,912	-12.2%
Wildlife Viewing More Than 1/4 Mile From Home/Vehicle	20,294	22,974	24,113	21,291	21,025	21,964	22,999	21,359	21,110	20,718	20,746	-2.9%

Method

During the 2016 calendar year, a total of 24,134 online interviews were carried out with a nationwide sample of individuals and households from the US Online Panel of over one million people operated by Synovate/IPSOS. A total of 11,453 individual and 12,681 household surveys were completed. The total panel is maintained to be representative of the US population for people ages six and older. Over sampling of ethnic groups took place to boost response from typically under responding groups.

The 2016 participation survey sample size of 24,134 completed interviews provides a high degree of statistical accuracy. All surveys are subject to some level of standard error — that is, the degree to which the results might differ from those obtained by a complete census of every person in the US. A sport with a participation rate of five percent has a confidence interval of plus or minus 0.31 percentage points at the 95 percent confidence level.

A weighting technique was used to balance the data to reflect the total US population ages six and above. The following variables were used: gender, age, income, household size, region, population density and panel join date. The total population figure used was 296,251,344 people ages six and older.

About the Physical Activity Council (PAC)

The survey that forms the basis of the Topline Report is produced by the Physical Activity Council (PAC), which is a partnership of leading organizations in the US sports, fitness and leisure industries. While the overall aim of the survey is to establish levels of activity and identify key trends in sports, fitness and recreation participation, each partner produces detailed reports on their specific areas of interest. Partners include: the Outdoor Foundation (OF); National Golf Foundation (NGF); Snowsports Industries America (SIA); Tennis Industry Association (TIA); USA Football; United States Tennis Association (USTA), International Health, Racquet and Sportsclub Association (IHRSA); Sports and Fitness Industry Association (SFIA); and USA Football.

About The Outdoor Foundation

Founded in 2000, the Outdoor Foundation is a national not-for-profit organization dedicated to inspiring and growing future generations of outdoor leaders and enthusiasts. Through youth engagement, community grant-making and groundbreaking research, the Foundation works with young leaders and partners to mobilize a major cultural shift that leads all Americans to the great outdoors. Visit us at outdoorfoundation.org.

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The Outdoor Foundation
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www.outdoorfoundation.org

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Sports | Wow Sports LLC. | WSI-Sales LLC | Yaleet Inc/Naot | Yeti Coolers | Zamst | Zamberlan USA | ZANheadgear & Bobster Eyewear | ZEAL Optics

**OUTDOOR
FOUNDATION®**

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FLORIDA

**OUTDOOR
INDUSTRY
ASSOCIATION**

55% OF FLORIDA RESIDENTS PARTICIPATE IN OUTDOOR RECREATION EACH YEAR

Communities across Florida recognize that outdoor recreation supports health, contributes to a high quality of life and—perhaps most importantly—attracts and sustains employers and families. Investing in outdoor infrastructure attracts employers and active workforces, ensuring those communities thrive economically and socially.



OUTDOOR RECREATION EMPLOYS MORE FLORIDIANS

(485,000) than the information technology sector and the aviation and aerospace industry combined (322,000)¹



Florida residents are more likely to **PARTICIPATE IN CYCLING AND KAYAKING** than the average American



IN FLORIDA OUTDOOR RECREATION GENERATES:

**\$58.6
BILLION**

IN CONSUMER
SPENDING ANNUALLY



485,000

DIRECT
JOBS



**\$17.9
BILLION**

IN WAGES AND
SALARIES



**\$3.5
BILLION**

IN STATE AND LOCAL
TAX REVENUE



¹ Enterprise Florida

OUTDOOR RECREATION IS A POWERFUL ECONOMIC ENGINE

Outdoor recreation is among our nation's largest economic sectors, representing the lifeblood of thousands of American communities and providing livelihoods for millions of American workers.

THE NATION'S OUTDOOR RECREATION ECONOMY GENERATES:

\$887 BILLION

IN CONSUMER SPENDING ANNUALLY



7.6 MILLION

AMERICAN JOBS



\$65.3 BILLION

IN FEDERAL TAX REVENUE



\$59.2 BILLION

IN STATE AND LOCAL TAX REVENUE



GET INVOLVED

- 1 Visit the OIA Advocacy Center at outdoorindustry.org/advocacy to learn more about the issues and actions affecting outdoor recreation.
- 2 Educate your elected officials about the outdoor recreation economy, how it can support healthy economies and healthy communities in your neighborhood and encourage policies that promote it.
- 3 Go outside and enjoy the public lands and waters that are our nation's treasures. They belong to you.

**OUTDOOR
INDUSTRY
ASSOCIATION**

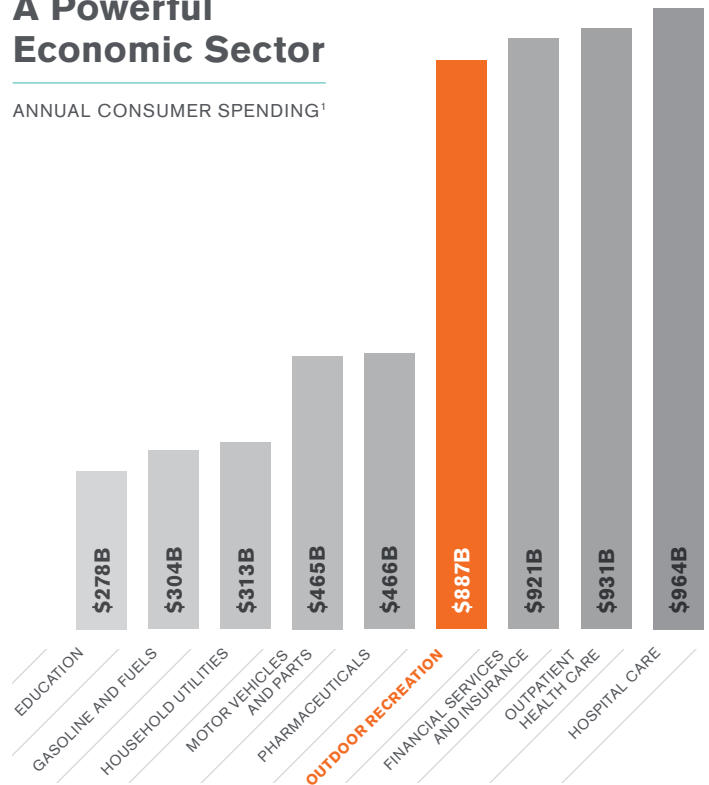
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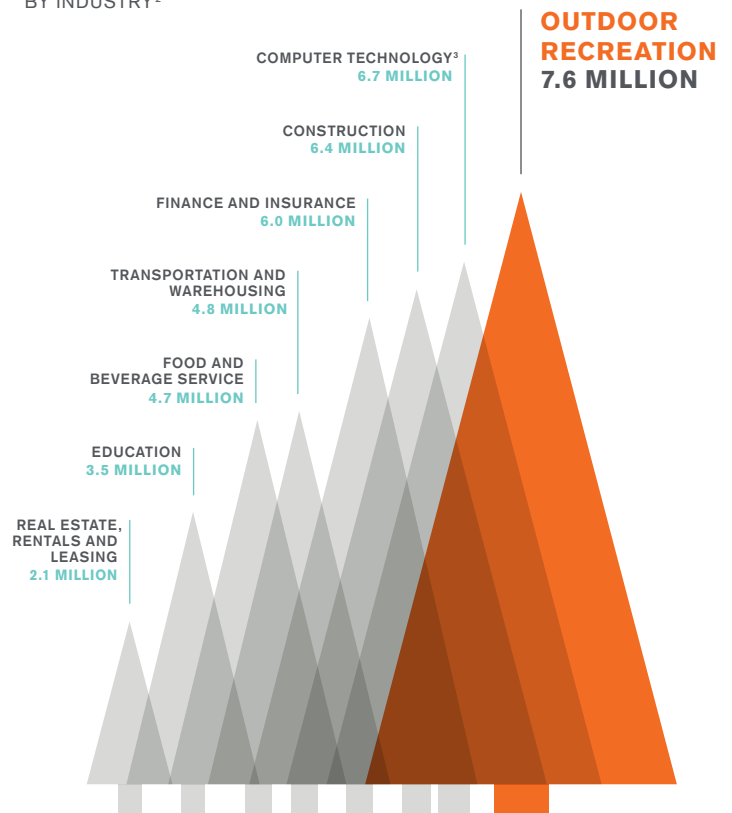
A Powerful Economic Sector

ANNUAL CONSUMER SPENDING¹



Job Comparison

BY INDUSTRY²



¹ Bureau of Economic Analysis

² Bureau of Labor Statistics

³ Computing Technology Industry Association

MEMORANDUM



TO: BCRA Commissioners
FROM: James Marshal, BCRA Administrator
DATE: March 27, 2018
RE: New Business Item #2

During the BCRA January 25, 2018 Workshop meeting, the Board of Commissioners indicated an interest in having Agency staff prepare an offer to purchase the Pelican Harbor Marina, a 4.85-acre waterfront parcel located at 4220 Dixie Highway NE Palm Bay, to be added to the Agency's land banking initiative as allowed by the Agency's approved Redevelopment Plan.

PARCEL INFORMATION

1. Owner: City of Palm Bay
2. Account: 2832794
3. Site Address: 4220 Dixie Hwy NE Palm Bay FL 32905
4. Parcel ID: 28-37-24-27-2-1
5. Zoned: Bayfront Mixed Use Village District
6. Property Use: 8910 - Municipally Owned Land – Improved
7. Taxable Value: \$744,690
8. Total Acres: 4.85
9. Estimated Closing Date: 06/01/2017
10. Listing Price: \$1,800,000

Staff is recommending that the Agency submit the following offer to the City of Palm Bay to purchase the Pelican Harbor Marina:

Offer Price:	\$1,116,000.00
Escrow Deposit:	\$0
Seller Financing:	\$216,000.00 @ 0% interest due 02/01/2024

With Board approval, staff will submit the attached commercial property contract to the City Manager. If the BCRA's offer is accepted by the City, the Agency will work to complete its required due diligence (as needed) within 60 days. Upon completion of the due diligence period, this transaction will be brought back to the BCRA Board for final consideration and approval.

FISCAL IMPACT:

Total fiscal impact to the BCRA Trust Fund is valued at \$1,116,000.

- \$900,000 in cash due at closing
- \$216,000 seller financing @ 0% interest due 02/01/2024

STAFF RECOMMENDATION:

Motion to approve the submittal of the attached purchase offer from the BCRA to the City of Palm Bay to acquire 4220 Dixie Hwy NE Palm Bay FL 32905 (Parcel ID: 28-37-24-27-2-1) as part of the BCRA's Land Banking plan and to begin the due diligence process.

Parcel ID:28-37-24-27-2-1

Account: 2832794

Total Acres:4.85

Description: Palm Bay Map Number 1 All Of Lots 1 Thru 7 And Filled/ Submerged
Lands Lying Southerly Of Lots 2 Thru 4 All Lying W Of US Hwy 1 And All Desc IN
Orb 3529 Pg 3067 Exc Orb 1172 Pg 765 Par 2.5, 2.6, 2.7



Addendum to Commercial Contract

Notwithstanding anything to the contrary set forth in the Contract for the purchase and sale of real property located at 4220 Dixie Highway N.E., Palm Bay, Florida 32905, by and between City of Palm Bay ("Seller") and Bayfront Community Redevelopment Agency ("Buyer"), Seller and Buyer agree that the following additional terms shall govern the Contract:

1. No brokers or agents. Each party warrants that it has had no dealings with any real estate broker or agent related to the purchase or sale of the Property and agrees to indemnify and hold the other party harmless from any cost, expense or liability for any compensation, commissions or charges claimed by any real estate broker or agent claiming to represent or to have been employed by the indemnifying party in connection with the purchase or sale of the Property.
2. Payment of Purchase Price. Seller and Buyer agree that payment of the Purchase Price shall be effectuated through a combination of: (1) an internal transfer of funds from Buyer's account with Seller (in an amount not to exceed **\$900,000.00**) to Seller, and (ii) Seller Financing as described below.
3. Seller Financing. Seller and Buyer agree that up to **\$216,000.00** of the Purchase Price shall be evidenced by a promissory note from Buyer to Seller (the "Note"). The Note shall include the following terms: an interest rate of **zero percent (0.0%) per annum** prior to any default, a maturity date of **February 1, 2024**. Buyer shall not be required to grant a mortgage to Seller on the Property in connection with the Seller Financing.
4. Title insurance. Seller and Buyer agree that an owner's title insurance policy will not be issued in connection with this transaction unless a title search indicates that title is not marketable. Notwithstanding the foregoing, Seller and Buyer agree that a title commitment shall be ordered at Seller's sole cost and expense to confirm the marketability of title to the Property. In the event that title is not marketable, a title insurance policy may be issued at Seller's expense and Seller shall cooperate to take such steps as are necessary to insure marketable title.
5. Documentary Stamp Tax and Intangible Tax. To the best knowledge and information of Buyer and Seller, no documentary stamp taxes or intangibles taxes payable to the Florida Department of Revenue in connection with the sale of the Property or the Seller Financing. In the event that the Florida Department of Revenue or the Brevard County Clerk of Court characterizes either the sale of the Property or the Seller Financing as a taxable transaction and seeks to collect taxes in connection therewith, then: (i) Seller shall pay all taxes due on the deed and any penalty assessed thereon, and (ii) Buyer shall pay for taxes on the Seller Financing and any penalty assessed thereon. These obligations of Seller and Buyer shall survive the Closing.

Commercial Contract

1. PARTIES AND PROPERTY: Bayfront Community Redevelopment Agency ("Buyer")

agrees to buy and City of Palm Bay ("Seller")

agrees to sell the property at:

Street Address: 4220 Dixie Hwy NE, Palm Bay, FL 32905

Legal Description: _____

and the following Personal Property: N/A

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 1,116,000.00

(a) Deposit held in escrow by: Cantwell & Goldman, P.A. \$ 0.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 96 Willard St, Ste #302, Cocoa FL 32922 Phone: 321.639.1320

(b) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ 0.00

(c) Additional deposit to be made to Escrow Agent

☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ____ days after Effective Date \$ 0.00

(d) Total financing (see Paragraph 5) Seller financing (See Addendum) \$ 216,000.00

(e) Other _____ \$ _____

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 900,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before May 24, 2018, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer ~~or~~ _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on June 29, 2018 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) Location: Closing will take place in Brevard County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before ____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed ____% of the purchase price or \$_____, with a fixed interest rate not to exceed ____% per year with an initial variable interest rate not to exceed ____%, with points or commitment or loan fees not to exceed ____% of the principal amount, for a term of ____ years, and amortized over ____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____.

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within ____ days after Effective Date or at least 20 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 10 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 20 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☐ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☒ **Buyer** will accept the Property with existing encroachments ☐ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 0.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☒ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☐ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) Documents: **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 5 days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. ~~If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.~~

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

~~**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.~~

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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17. DISCLOSURES:

~~(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.~~

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

19. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

~~21. **BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:~~

(a) **Seller's Broker:** _____, _____,
(Company Name) (Licensee)

_____ (Address, Telephone, Fax, E-mail),
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

(b) **Buyer's Broker:** _____, _____,
(Company Name) (Licensee)

_____ (Address, Telephone, Fax, E-mail)

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
303 ☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)
304 _____
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):
315 ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
316 ☐ Section 1031 Exchange ☐ Coastal Construction Control Line ☐ Buyer's Attorney Approval
317 ☐ Property Inspection and Repair ☐ Flood Area Hazard Zone ☐ Seller's Attorney Approval
318 ☐ Seller Representations ☐ Seller Financing ☒ Other **Addendum**

319 **23. ADDITIONAL TERMS:**
320 See "Addendum" attached hereto for additional terms incorporated into this Contract.
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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
357 to do so.

Bayfront Community Redevelopment Agency

358 _____ Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: ***Executive Director*** Telephone: _____

361 _____ Date: _____
(Signature of Buyer)

362 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

363 Title: _____ Telephone: _____

364 Buyer's Address for purpose of notice ***120 Malabar Road SE, Palm Bay, Florida 32907: ATTN: BCRA Administrator***

365 Facsimile: _____ Email: _____

City of Palm Bay

366 _____ Date: _____
(Signature of Seller)

367 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: ***City Manager*** Telephone: _____

369 _____ Date: _____
(Signature of Seller)

370 _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: ***120 Malabar Road SE, Palm Bay, Florida 32907, ATTN: City Manager***

373 Facsimile: _____ Email: _____

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Buyer (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

MEMORANDUM



TO: BCRA Commissioners
FROM: James Marshal, BCRA Administrator
DATE: March 27, 2018
RE: New Business Item #3

As a current vendor with the City of Palm Bay and the BCRA, B.K.I., Inc., the Agency's consulting Ecologist, has submitted the attached proposal to perform the Bayfront's annual vegetation reduction activities for the shoreline area. This work, which has been performed annually for the past several years, will reduce the existing vegetation height from the current 25 to 40 feet to approximately 6 feet to allow a better view of the Bay and Turkey creek. This work will also provide exotic, invasive plant control (example – Pepper Trees) for all located noxious plants.

Vegetation reduction activities will commence upon receipt of the signed and accepted proposals. All work performed will be in accordance with the City of Palm Bay, SJRWMD, ACOE and FWC-AMP approved methods.

Because this work is part of regular annual maintenance schedule of the shoreline, this cost is included in the Agency's adopted FY17-18 BCRA budget.

(181-9110-559.52-30 Operating / Landscaping – 018996)

FISCAL IMPACT:

Total estimated cost for all three zones areas: \$12,690

Zone 1: \$4,980

Zone 2: \$3,900

Zone 3: \$3,810

STAFF RECOMMENDATION:

Motion to approve the attached proposals as submitted by B.K.I., Inc.

BKI, INC.

Consulting Ecologists

401 Ocean Avenue, Suite 204, Melbourne Beach, FL 32951

William W. Kerr, President

321.951.7964 Office * 321.951.8909 Fax

www.bki-ecologists.com

March 20, 2018

James Marshal, BCRA Administrator
Bayfront Community Redevelopment Agency
120 Malabar Road
Palm Bay, Florida 32907

Project: Palm Bay Bayfront
in Section 24, Township 28 South, Range 37 East
Palm Bay, Florida

Subject: Vegetation reduction for a view of the Bayfront and Turkey Creek within the City of Palm Bay's Bayfront from the box culverts south of Bay Blvd. NE to approximately the intersection of U.S. 1 and Hessey Avenue N.E.

Dear Mr. Marshal:

B.K.I., Inc. - Consulting Ecologists (BKI) is pleased to submit the following proposal to perform the vegetation reduction activities for the City of Palm Bay's Bayfront area. This work will reduce the existing vegetation from the current 25 to 40 feet to approximately 6 feet to allow a view of Turkey creek. This work will remove the final portion of vegetation barrier from the Bayfront. This work will also provide exotic, invasive plant control for all located noxious plants. As a current vendor with the City of Palm Bay, BKI has previously submitted insurance coverage information and meets this submittal requirement. Unsigned, this proposal is valid until April 6, 2018.

SCOPE OF WORK:

I. LANDSCAPE MAINTENANCE ACTIVITIES

Work to facilitate vegetation reduction activities and invasive/exotic species removal from the proposed ±300 foot area from Hessey Avenue N.E. to the box culverts south of Bay Blvd. N.E.

Mitigation/Conservation Bank Permitting * Land Management Plans * Environmental Assessments & Permitting

GIS/GPS Mapping * Wildlife Evaluations * Feasibility Studies * Wetland Assessments & Enhancements

13006 BCRA-Palm Bay Bayfront Landscape Maintenance Proposal from Box Culverts to Hessey Road Modified 2018.docx

- A. Reduce height of existing vegetation to a height of ± 6.0 feet.
- B. Removal of existing dead vegetation including any damaged from Hurricane Irma.
- C. Control of vines to prevent total coverage of native vegetation.
- D. Treatment and removal of exotic and non-native invasive species.
- E. Removal of storm surge debris found within the subject property.
- F. Remove debris and trimmings from site.
 - 1. Costs to haul away vegetation: \$450.00
 - 2. Costs to haul away trash: \$450.00

Labor costs: \$65.00 per hour (3 people – 1 working supervisor, 2 workers)

Estimated work time: ± 6 days (10 hour days).

PROFESSIONAL FEES: \$4,980.00

DELIVERY:

Vegetation reduction activities will commence upon receipt of the signed and accepted proposal at our office. All work performed will be in accordance with the City of Palm Bay, SJRWMD, ACOE and FWC-AMP approved methods.

PAYMENT SCHEDULE AND TERMS:

The Client will be billed upon completion of each maintenance activity of the proposed scope of work for all professional fees and expenses. The invoice will be due and payable upon receipt. The Client, as Owner or authorized agent for the Owner, agrees that payment, as noted herein, will be made for said work upon receipt of invoice or no later than thirty (30) days from the date of the invoice, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether action is brought or not.

The Client hereby acknowledges that any revisions, deletions or additions to the scope of work for this project as described herein will be invoiced according to our standard hourly rates. No work outside the limits of this proposal will be commenced without prior Client consent. The Client also hereby acknowledges that an 18% per annum late charge will be added to all past due invoices.

If the above proposal meets with your approval, please signify by signing the space provided below and return to our office. If you should have further questions concerning the proposed work, please do not hesitate to contact us. We look forward to working with you!

Sincerely,

A handwritten signature in blue ink, appearing to read "William W. Kerr".

William W. Kerr
President

Accepted by:

Date:

BKI, INC.

Consulting Ecologists

401 Ocean Avenue, Suite 204, Melbourne Beach, FL 32951

William W. Kerr, President

321.951.7964 Office * 321.951.8909 Fax

www.bki-ecologists.com

March 20, 2018

James Marshal, BCRA Administrator
Bayfront Community Redevelopment Agency
120 Malabar Road
Palm Bay, Florida 32907

Project: Palm Bay Bayfront
in Section 24, Township 28 South, Range 37 East
Palm Bay, Florida

Subject: Landscape maintenance activities for City of Palm Bay's Bayfront from approximately 275 south of the intersection of Palm Bay Road and U.S. 1 to approximately the intersection of U.S. 1 and Hessey Avenue N.E.

Dear Mr. Marshal:

B.K.I., Inc. - Consulting Ecologists (BKI) is pleased to submit the following proposal to perform the landscape maintenance activities for the City of Palm Bay's Bayfront area. This work will provide trimming the existing vegetation and will provide exotic, invasive plant control for all located noxious plants. As a current vendor with the City of Palm Bay, BKI has previously submitted insurance coverage information and meets this submittal requirement. Unsigned, this proposal is valid until April 6, 2018.

SCOPE OF WORK:

I. LANDSCAPE MAINTENANCE ACTIVITIES

Landscape maintenance activities of previously trimmed Bayfront area to include –

- A. Trim existing dead vegetation including any damaged from Hurricane Irma and regrowth of native vegetation.

**Mitigation/Conservation Bank Permitting * Land Management Plans * Environmental Assessments & Permitting
GIS/GPS Mapping * Wildlife Evaluations * Feasibility Studies * Wetland Assessments & Enhancements**

- B. Control of vines to prevent total coverage of native vegetation.
- C. Thin existing native vegetation, if necessary, to maintain view.
- D. Removal of Strangler Fig at the end of Palm Bay Road east of U.S. 1.
- E. Treatment for exotic and non-native invasive species.
- F. Removal of storm surge debris found within the maintained property.
- G. Remove debris and trimmings from site.
 - 1. Costs to haul away vegetation: \$450.00
 - 2. Costs to haul away trash: \$450.00

Labor costs: \$65.00 per hour (3 people – 1 working supervisor, 2 workers)
 Estimated work time: ± 4 days (10 hour days).

PROFESSIONAL FEES: \$3,900.00

DELIVERY:

Landscape maintenance activities will commence upon receipt of the signed and accepted proposal at our office. All work performed will be in accordance with the City of Palm Bay, SJRWMD, ACOE and FWC-AMP approved methods.

PAYMENT SCHEDULE AND TERMS:

The Client will be billed upon completion of each maintenance activity of the proposed scope of work for all professional fees and expenses. The invoice will be due and payable upon receipt. The Client, as Owner or authorized agent for the Owner, agrees that payment, as noted herein, will be made for said work upon receipt of invoice or no later than thirty (30) days from the date of the invoice, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether action is brought or not.

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If the above proposal meets with your approval, please signify by signing the space provided below and return to our office. If you should have further questions concerning the proposed work, please do not hesitate to contact us. We look forward to working with you!

Sincerely,

A handwritten signature in blue ink, reading "William W. Kerr". The signature is fluid and cursive, with the first name "William" and last name "Kerr" clearly legible.

William W. Kerr
President

Accepted by:

Date:

BKI, INC.

Consulting Ecologists

401 Ocean Avenue, Suite 204, Melbourne Beach, FL 32951

William W. Kerr, President

321.951.7964 Office * 321.951.8909 Fax

www.bki-ecologists.com

March 20, 2018

James Marshal, BCRA Administrator
Bayfront Community Redevelopment Agency
120 Malabar Road
Palm Bay, Florida 32907

Project: Palm Bay Bayfront
in Section 24, Township 28 South, Range 37 East
Palm Bay, Florida

Subject: Landscape maintenance activities for City of Palm Bay's Bayfront from approximately 275 south of the intersection of Palm Bay Road and U.S. 1 to the north side of Turkey Creek east of U.S. 1.

Dear Mr. Marshal:

B.K.I., Inc. - Consulting Ecologists (BKI) is pleased to submit the following proposal to perform the landscape maintenance activities for the City of Palm Bay's Bayfront area. This work will provide trimming the existing vegetation and will provide exotic, invasive plant control for all located noxious plants. As a current vendor with the City of Palm Bay, BKI has previously submitted insurance coverage information and meets this submittal requirement. Unsigned, this proposal is valid until April 6, 2018.

SCOPE OF WORK:

I. LANDSCAPE MAINTENANCE ACTIVITIES

Landscape maintenance activities of previously trimmed Bayfront area to include –

- A. Trim existing dead vegetation including any damaged from Hurricane Irma and regrowth of native vegetation.

Mitigation/Conservation Bank Permitting * Land Management Plans * Environmental Assessments & Permitting

GIS/GPS Mapping * Wildlife Evaluations * Feasibility Studies * Wetland Assessments & Enhancements

13006 BCRA-Palm Bay Bayfront Landscape Maintenance Proposal East of US1 to Turkey Creek Modified
2018.docx

- B. Control of vines to prevent total coverage of native vegetation.
- C. Thin existing native vegetation, if necessary, to maintain view.
- D. Treatment for exotic and non-native invasive species.
- E. Removal of storm surge debris found within the maintained property.
- F. Remove debris and trimmings from site.
 - 1. Costs to haul away vegetation: \$450.00
 - 2. Costs to haul away trash: \$450.00

Labor costs: \$65.00 per hour (3 people – 1 working supervisor, 2 workers)
 Estimated work time: ± 4.5 days (10 hour days).

PROFESSIONAL FEES: \$3,810.00

DELIVERY:

Landscape maintenance activities will commence upon receipt of the signed and accepted proposal at our office. All work performed will be in accordance with the City of Palm Bay, SJRWMD, ACOE and FWC-AMP approved methods.

PAYMENT SCHEDULE AND TERMS:

The Client will be billed upon completion of each maintenance activity of the proposed scope of work for all professional fees and expenses. The invoice will be due and payable upon receipt. The Client, as Owner or authorized agent for the Owner, agrees that payment, as noted herein, will be made for said work upon receipt of invoice or no later than thirty (30) days from the date of the invoice, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, whether action is brought or not.

The Client hereby acknowledges that any revisions, deletions or additions to the scope of work for this project as described herein will be invoiced according to our standard hourly rates. No work outside the limits of this proposal will be commenced without prior Client consent. The Client also hereby acknowledges that an 18% per annum late charge will be added to all past due invoices.

If the above proposal meets with your approval, please signify by signing the space provided below and return to our office. If you should have further questions concerning the proposed work, please do not hesitate to contact us. We look forward to working with you!

Sincerely,

A handwritten signature in blue ink that reads "William W. Kerr". The signature is fluid and cursive, with the first name "William" and last name "Kerr" clearly distinguishable.

William W. Kerr
President

Accepted by:

Date:



Box culverts south of Bay Blvd. NE to approx. the intersection of US-1 and Hessey Ave. NE.



From the approx intersection of US-1 and Hessey Ave. NE to approx. 275' south of the intersection of Palm Bay Rd. and US-1



From approx. 275' south of the intersection of Palm Bay Rd. and US-1 to the north side of Turkey Creek east of US-1.

MEMORANDUM



TO: BCRA Commissioners

FROM: James Marshal, BCRA Administrator

DATE: March 27, 2018

RE: New Business Item #4

Mapping and analyzing the financial health of a community helps policymakers, community leaders, and practitioners prioritize capital improvements and community design decisions. The attached proposal provides a method of analysis that simplifies complex information through data visualization to include everyone in real conversations about the impact of growth in our community and to have the information necessary to make informed decisions about future development.

Attached to this memorandum is a timely proposal to perform a detailed analysis for the Bayfront Community Redevelopment District (BCRD) and its environs for developing an economic 3D model measuring the economic effect of current and proposed land uses within the BCRD, its targeted projects, and the City of Palm Bay. With the Board's approval, the following analysis should be completed prior to September... in time for use in final budget discussions.

The Urban3 analysis will consider the following:

- An analysis and review regarding the relative economic potency of land uses.
- Prepare isolated analysis of various land use patterns within the BCRA and environs.
- Comparative analysis of the Bayfront Community Redevelopment district (BCRD) as it relates to the City as a whole.
- Comparative analysis of the Bayfront Community Redevelopment district to the City and the County, taking into account the investments made into the BCRD since 1999.
- Visualization of the analysis regarding the fiscal impact of the statewide property tax revenue cap put into place in 2007, homestead exemptions (plus an additional exemption for voters to consider on the November ballot), and a 3% City Charter Revenue cap approved by voters in 2016 and/or CPI on taxes of residential properties.
- Analysis of historical changes in tax values for areas within the BCRA.
- Create projections for varying urban design scenarios and/or development projects and the associated tax revenues based on a long-term redevelopment horizon for redevelopment areas as identified by the BCRA; to include the Bayfront District

and the Kirby/RJ Conlan District within the general proximity of Harris Corp., along with recommendations for a downtown location and which project areas to prioritize.

- The development of an online report called a “Storymap”, which will contain all graphics created to the analysis and an executive level narrative to complement the graphics. This will help communicate the BCRA’s economic “story” and allow citizens to interact with the analysis in an ongoing manner.

Urban3 is a real estate economics firm based in Asheville, North Carolina and is a recognized international leader in the visualization of economic productivity utilizing 3-D modeling software and designers of infographics that help communicate the financial impact of public policy and land use. The firm analyzes the fiscal implications of differential patterns of development down to the level of individual parcels, but at the scale of the entire community. To view a sample of the type of visual analysis the Agency and City can expect, please view Mr. Joe Minicozzi’s online presentation: “The Value of Downtown” <https://youtu.be/VCa29KDbD9k>

FISCAL IMPACT:

The cost for this economic analysis will be shared with between the BCRA and the City as follows:

1. BCRA (80%): \$44,000
2. City (20%): \$11,000

STAFF RECOMMENDATION:

Motion to approve the proposal from Urban3 to perform an economic analysis model for the Bayfront Community Development District in collaboration with the City.

March 5, 2018

Mr. James Marshal
Administrator
Bayfront Community Redevelopment Agency (BCRA)
City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

Re: Palm Bay Analytic Project

Dear Mr. Marshal:

Thank you for your interest in hiring Urban3 to perform an economic analysis model for Palm Bay and its Bayfront Community Redevelopment Areas. As you know Urban3's analysis focuses on the revenue generation of land-use, and with that, the revenue production for all forms of government.

Attached is a proposal for running the analysis for the Bayfront Community Redevelopment Agency and its environs. The majority of the data for the analysis will come from your City GIS staff, County assessor's office, and the Florida Department of Revenue. We will work with you and your staff to obtain all the appropriate data for the city and county.

This proposal is valid until May 1, 2018.

We appreciate the potential opportunity to work with your community!

Respectfully,



Cate Ryba
Project Manager/New Projects Director

Proposal - Palm Bay, FL:

Urban3's analytic method focuses on the *Per Acre* metric as a unit of productivity. After all, cities and counties are finite areas of land, and how that land is used has a direct effect on county and municipal coffers. This metric normalizes overall revenues and tax values into a direct comparison, utilizing land consumed as a unit of productivity.

Property taxes are the backbone of county and city revenues. Efficient property tax production has a direct impact on the availability of funds to repair roads, provide quality education, and maintain adequate public services. Identifying development that packs a financial punch is critical to cultivating community wealth. Our work will visually illustrate the most economically potent areas of your community.

Goal:

Urban3 will develop an economic 3D model and measure the economic effect of land uses within the City of Palm Bay and targeted projects of the Bayfront Community Redevelopment Agency (BCRA).

Deliverables:

Our analysis will consider the following:

- The relative economic potency of land uses and the creation of 2D and 3D graphics
- The delivery of those models to the BCRA Director / Administrator
- An isolated analysis of various land use patterns within your community
- Comparative analysis of the Bayfront Community Redevelopment district within the City of Palm Bay within Brevard County, with a special focus as it relates to the City as a whole
- Comparative analysis of the BCRA district to the City and the County, taking into account the investments of the BCRA since 1999 (data pending)
- Present a visualization of an analysis of the impact of the statewide property tax revenue cap put into place in 2007, homestead exemptions, as well as the 3% City Charter Revenue cap approved by voters in 2016 and/or CPI on taxes of residential properties
- Illustrate the historical changes in tax values for project areas identified by the CRA
- Create projections for varying urban design scenarios and/or development projects and the associated tax revenues based on a 20-year redevelopment horizon for 4 areas identified by the BCRA; these include the Bayfront and area in front of Harris Corp, the waterfront and potential location for downtown, along with recommendations for which areas to develop first or prioritize
- Presentations of the models and powerpoint created in our earlier analysis to your community, audiences determined by client (two days, up to six presentations)
- An online report called a Storymap, which will contain all graphics created as part of your analysis and an executive level narrative to complement the graphics. This will tell your community's economic "story" and allow citizens to interact with the analysis in an on-going manner; if available, the BCRA will videotape Mr. Minicozzi's final presentation and embed it on the Storymap platform

Process:

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, CAMA parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing Brevard County's different tax parcel data as needed.

After the parcel data is processed and all errors are corrected, Urban3 will move on to visualizing the information. While we use a variety of visual techniques, the primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create three-dimensional representations of land value, tax value and value per acre trends in vertical "spikes" displays a huge amount of information in just a quick glance. Market variability and inequitable tax valuations, and of course, value per acre efficiency across Palm Bay will be easily displayed in 3D using ArcScene. Also, tax millage rates will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

Timeline:

A project of the scale of Palm Bay will typically take three to four months for an initial site visit, data processing and a full analysis. During the time of processing, we will engage your staff if we have data needs or questions about the data. We will also share our maps and information in a format that is useable with 'off the shelf' software in your office.

Site Visit:

To perform the analysis, our project analyst will need to make a site visit. His work will be to procure data, connect with key members of the CRA and City team that have the data and can field our questions, as well as make site visits to key properties in the study.

Community Presentations:

Final presentations by Mr. Minicozzi will take place during a second visit. We will rely on your staff to help coordinate and market any public presentations. You know your community best, and you know the critical audiences that need to be engaged. We typically recommend two full days of presentations per community. We place few restrictions on the number of presentations per day, but we typically suggest no more than three per day. This will give you up to six presentations in your community to audiences of your choosing. This could be your Chamber, Neighborhood Associations, City and County Leadership, general public presentation at night, etc.

Outcomes:

The results of our analysis for Palm Bay will clearly demonstrate the economic potency of the CRA within the county and the region. Because of the scale of the analysis, the City will be able to see the economic effects of infill, mixed-use and any TOD projects within the

same market. Your community can utilize the findings from the study to inform potential adjustments to public policy to maximize the City's fiscal productivity.

Through our analysis, the CRA will glean information about the development patterns in the community, leading to stronger decision-making based on the public's return on investment. It is sometimes assumed that budget problems can be solved by creating more growth, yet more growth in unproductive patterns—more cost than revenues—will only increase economic problems. What is needed is an approach that provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for your Palm Bay and the entire region.

Site Visit: Due Diligence and Data Collection

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning		Site visit: Palm Bay	Site visit: Palm Bay		
Lunch	Travel day	Lunch with staff		Travel day	
Afternoon		Palm Bay - Staff meeting	Site visit: Palm Bay		

Urban3 Rates

Staff	Position	Hourly	Day Rate	Travel Rate
Joe Minicozzi	Principal	\$275	\$2,200	\$1,100
Cate Ryba	Project Manager	\$180	\$1,440	\$720
Will Creasy	Analyst	\$100	\$800	\$400
Meg Jamison	Administrative	\$54	n/a	n/a

Project Estimate

Task	Position		Total
Pre-trip work	Minicozzi		\$ 550
	Creasy		\$ 800
Site Visit #1	Creasy		\$ 2,400
Model processing	Creasy		\$ 4,000
Analytics	Creasy		\$ 6,000
	Minicozzi		\$ 1,100
Storyboard	Creasy		\$ 800
	Minicozzi		\$ 2,200
Historical Visualization & Future Scenario Analysis of Selected CRA sites	Minicozzi		\$ 2,750
	Creasy		\$ 4,800
	Ryba		\$ 2,880
Presentation Prep	Minicozzi		\$ 3,850
Final Presentation on Site	Minicozzi		\$ 6,600
Storymap Online Report	Minicozzi		\$ 1,100
	Creasy		\$ 6,700
	Ryba		\$ 720
Project Management	Ryba		\$ 4,320
Administrative	Jamison		\$ 540
		Subtotal	\$ 52,110
		Expenses (est.)	\$ 2,400
		TOTAL	\$ 54,510

* Expenses are based on standard GSA rates for the area and include food, lodging, and auto/airline travel costs.

Project Estimate (In partnership with Melbourne)

Should you decide to partner with Melbourne, you will achieve cost savings on our analyst's Site Visit, as well as on travel costs for both site visits. You will also have savings in shared processing of Brevard County data and administrative costs.

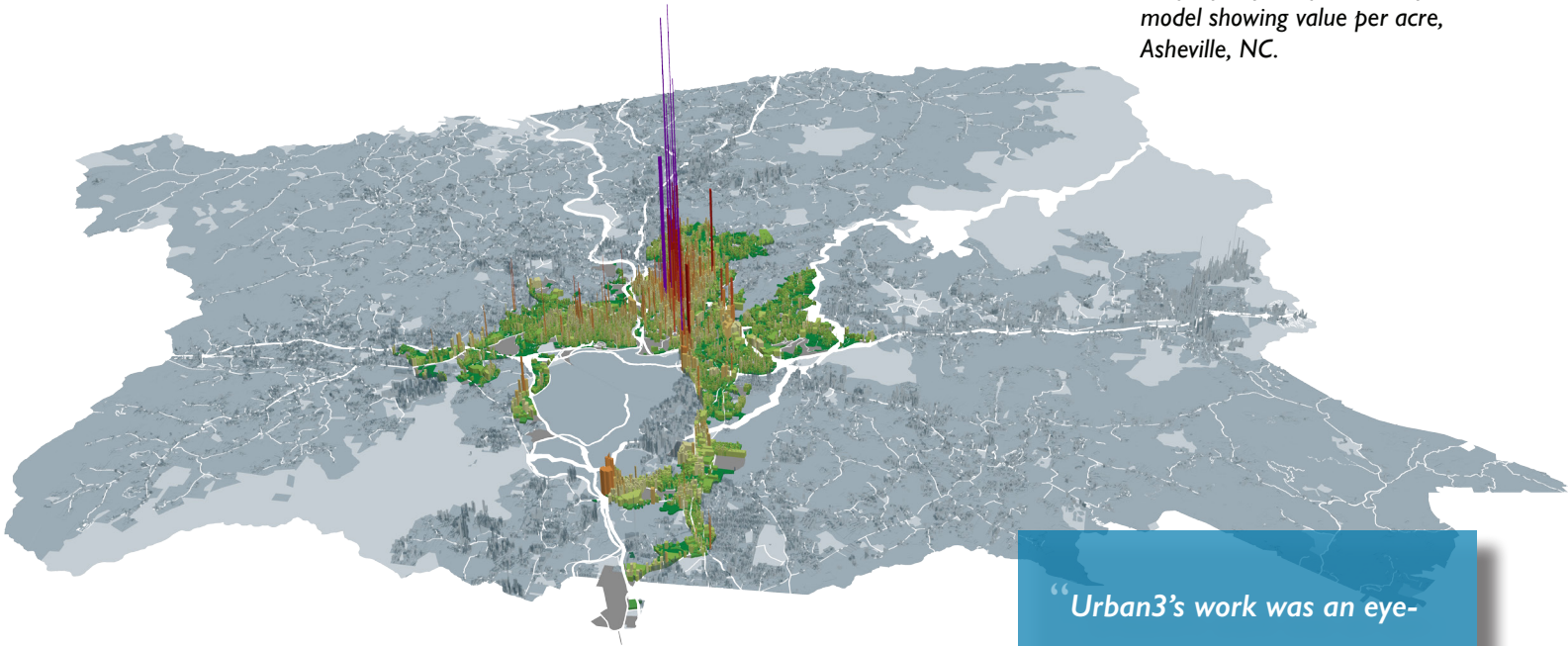
Task	Position		Total
Pre-trip work	Minicozzi		\$ 550
	Creasy		\$ 800
Site Visit #1	Creasy		\$ 1,200
Model processing	Creasy		\$ 2,000
Analytics	Creasy		\$ 6,000
	Minicozzi		\$ 1,100
Storyboard	Creasy		\$ 800
	Minicozzi		\$ 2,200
Historical Visualization & Future Scenario Analysis of Selected CRA sites	Minicozzi		\$ 2,750
	Creasy		\$ 4,800
	Ryba		\$ 2,880
Presentation Prep	Minicozzi		\$ 3,850
Final Presentation on Site	Minicozzi		\$ 6,600
Storymap Online Report	Minicozzi		\$ 1,100
	Creasy		\$ 6,700
	Ryba		\$ 720
Project Management	Ryba		\$ 4,320
Administrative	Jamison		\$ 270
			Subtotal \$ 48,640
			Expenses (est.) \$ 1,200
			TOTAL \$ 49,840

* Expenses are based on standard GSA rates for the area and include food, lodging, and auto/airline travel costs.

Urban3

Analytic tools for a three-dimensional world

► 3D property tax productivity model showing value per acre, Asheville, NC.



Who is Urban3?

Urban3 is a real estate economics firm based in Asheville, North Carolina. We are leaders in visualizing economic productivity using 3-D modeling software, as well as designers of infographics that communicate the financial impact of public policy and land use. Urban3's pioneering economic visualization work has earned international recognition.

Why 3D Modeling?

Urban3's visualizations are composed using local data and create a snapshot of the fiscal health of a community. We think of it as our clients' Economic MRI. The visuals not only reflect the relative fiscal potency of development patterns, but aid decision makers in delivering a clear and data-driven understanding of the economics of place. Our 3-D images are a new way of seeing the world in which fiscal efficiency is immediately apparent.

Why is visualizing a community's fiscal health important?

Mapping and analyzing the financial health of a community helps policymakers and practitioners prioritize capital improvements and community design decisions. Our method simplifies complex information to include everyone in real conversations about community growth. Through our visualizations, communities have the resources to make informed decisions about future development.

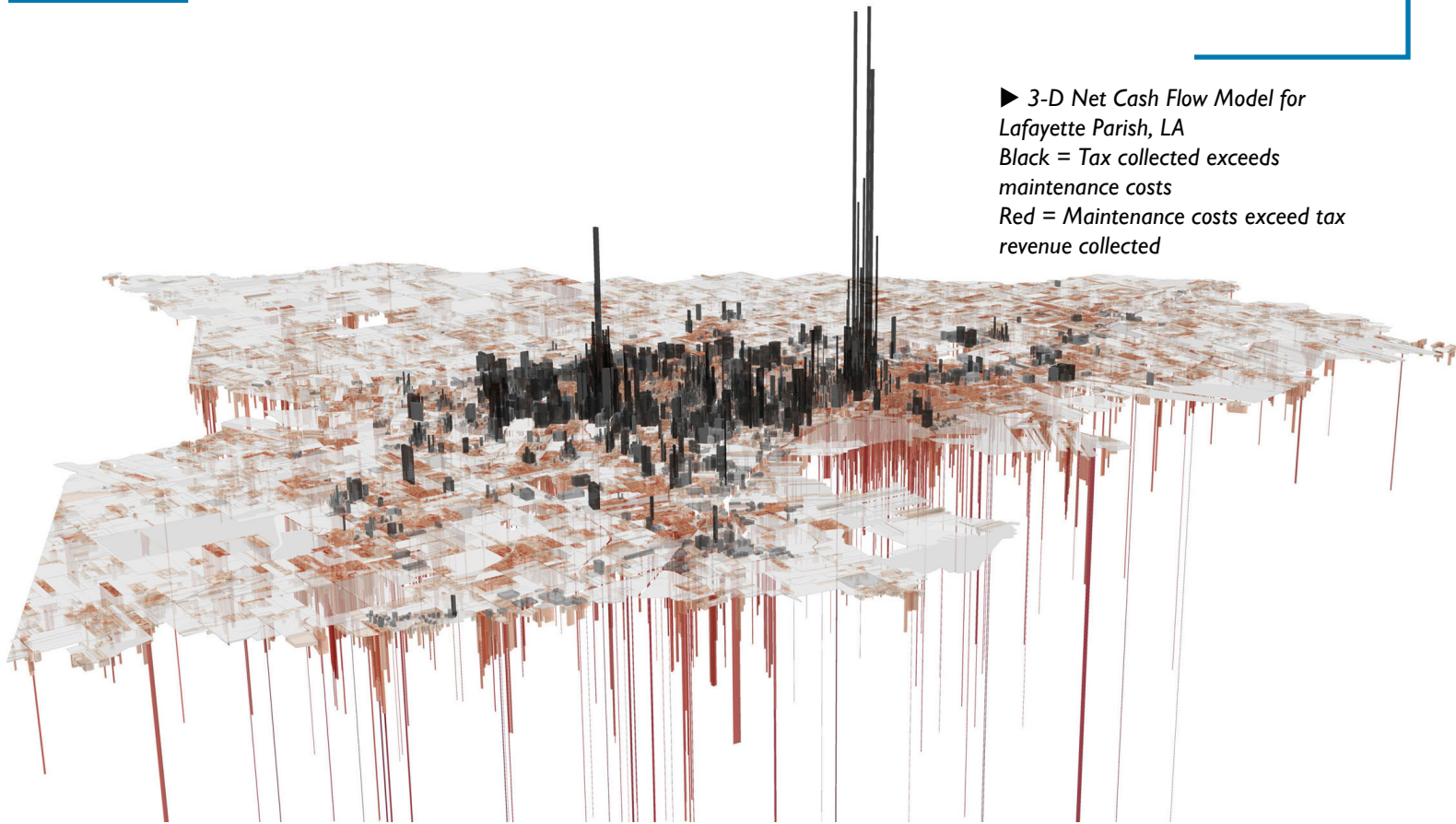
"Urban3's work was an eye-opener. Anyone interested in encouraging economic growth should build on a foundation of understanding the tax implications of different choices. Urban3 provides that critical foundation."

Rick Bernhardt
Executive Director
Nashville Metro Planning

Urban3
2 Vanderbilt Place
Asheville, NC 28806
urban-three.com

Urban3

Analytic tools for a three-dimensional world



► 3-D Net Cash Flow Model for
Lafayette Parish, LA
Black = Tax collected exceeds
maintenance costs
Red = Maintenance costs exceed tax
revenue collected

How is Urban3 different from other economic consultants?

Urban3 analyzes the fiscal implications of differential patterns of development down to the level of individual parcels but at the scale of entire communities. This typically entails processing tax assessment data at the county or metropolitan area level and often includes multiple sources of information such as retail sales. While there are other firms that measure the fiscal impacts of individual developments or transportation projects, no other firm provides this snapshot of fiscal efficiency at such a fine level of detail at so large a scale. Beyond processing the data itself, Urban3 provides a uniquely comprehensive examination of fiscal health that combines local development history, the implications of policy, and our experience with different finance systems around the world. Urban3 has a unique capability to examine the long term fiscal impacts of infrastructure investments. Beyond analysis, what makes Urban3 distinctive is the ability to visualize and communicate the narrative within the data.

Urban3

2 Vanderbilt Place
Asheville, NC 28806
urban-three.com



Analytic tools for a three-dimensional world

How is Urban3 different from other economic consultants?

Urban3 is an industry leader in utilizing data analytics and graphic visualization techniques to illustrate the economic impact of cities, counties and regions. We are most known for our three-dimensional (3D) models of economic productivity. We have completed more than 72 projects in 25 States, as well as projects in Canada, Australia and New Zealand. We have a substantial dataset of more than 60 cities.

Urban3 did not invent the value per acre analysis, but we have helped make it an industry standard for measuring the fiscal health of communities. The value per acre analysis is an invaluable metric in demonstrating the potency of varying land uses within the context of cities and counties. In a sea of data, we believe that a simple method, image, or metric can summarize volumes with clarity.

We use the value per acre metric as a starting point to create a visual representation of the fiscal health of a community. We think of it as our clients' Economic MRI. It is just one of the metrics we use, however it is the most potent. Depending on the municipal finance structure, our analyses have included retail, jobs, income taxes, parking infrastructure, impervious surface impacts or even the tax productivity of a road diet. Our visuals not only reflect the relative fiscal potency of development patterns, but aid decision-makers in delivering a clear and agnostic understanding of the economics of place. Our 3D images are a new way of seeing the world in which fiscal efficiency is immediately apparent.

In addition to visualizing economic productivity using 3D modeling software, we are also designers of infographics to communicate the financial impact of public policy and land use. Our recent work includes developing "municipal cash-flow" models visualizing Return on Investment (ROI) for major infrastructure systems of entire cities as a device for community education and tool for municipal management. These models are the first of their kind in the country. This type of project blends our traditional revenue models with expense data to visualize the geospatial location of fiscal leakage within a community.

Joe Minicozzi also lectures on the value of cities and regions at over 100 events annually, reaching over 25,000 people in the past five years. He has lectured across the US, Canada, Australia and New Zealand. In addition to speaking to traditional planning-focused groups nationwide, he speaks on this topic to non-traditional audiences such as the Government Finance Officers Association, International Association of Assessing Officers, and Applied Behavior Analysis International. (Last month he was listed on Planetizen's "100 Most Influential Urbanists of All Time" list at number 60.)

Urban3

2 Vanderbilt Place
Asheville, NC 28806
urban-three.com

MEMORANDUM



TO: BCRA Commissioners
FROM: James Marshal, BCRA Administrator
DATE: March 27, 2018
RE: New Business Item #5

Consideration to reimburse Mr. Marshal for certain out-of-pocket expenses associated with attending the **Florida Council for Public Private Partnership** in Orlando on March 8 and 9, 2018 to speak and help market the redevelopment district and to promote the City's proposed public pier as a possible P3. Furthermore, because Mr. Marshal was invited to speak at the conference, the \$395 conference registration fee was waived.

Expenses that have not yet been reimbursed by the City/BCRA, but were customary and necessary to attend the conference include:

- Hotel: \$0
- Vehicle Mileage for 3/9/18: 148 miles @ 0.535 (per GSA): \$86.22
- Tolls (\$3.52 per): \$7.04 roundtrip
- Parking: (Day 1: \$18; Day 2: \$9): \$27.00
- Total expenses: \$120.26

The BCRA's FY18 budget provides for expenses, such as those above, related to travel and mileage for staff while working in an official capacity for the Agency. The Agency currently has an available balance of \$2,558 remaining for travel and mileage expenses.

FISCAL IMPACT:

Reduction of \$120.26 to the travel and mileage expense account (#181-9110-559.40-01).

STAFF REQUEST:

Motion to approve the reimbursement of Mr. Marshal's expenses that were incurred while attending the FCP3 conference in Orlando not to exceed \$120.26.



Name: JAMES MARSHAL

Department: BCRA

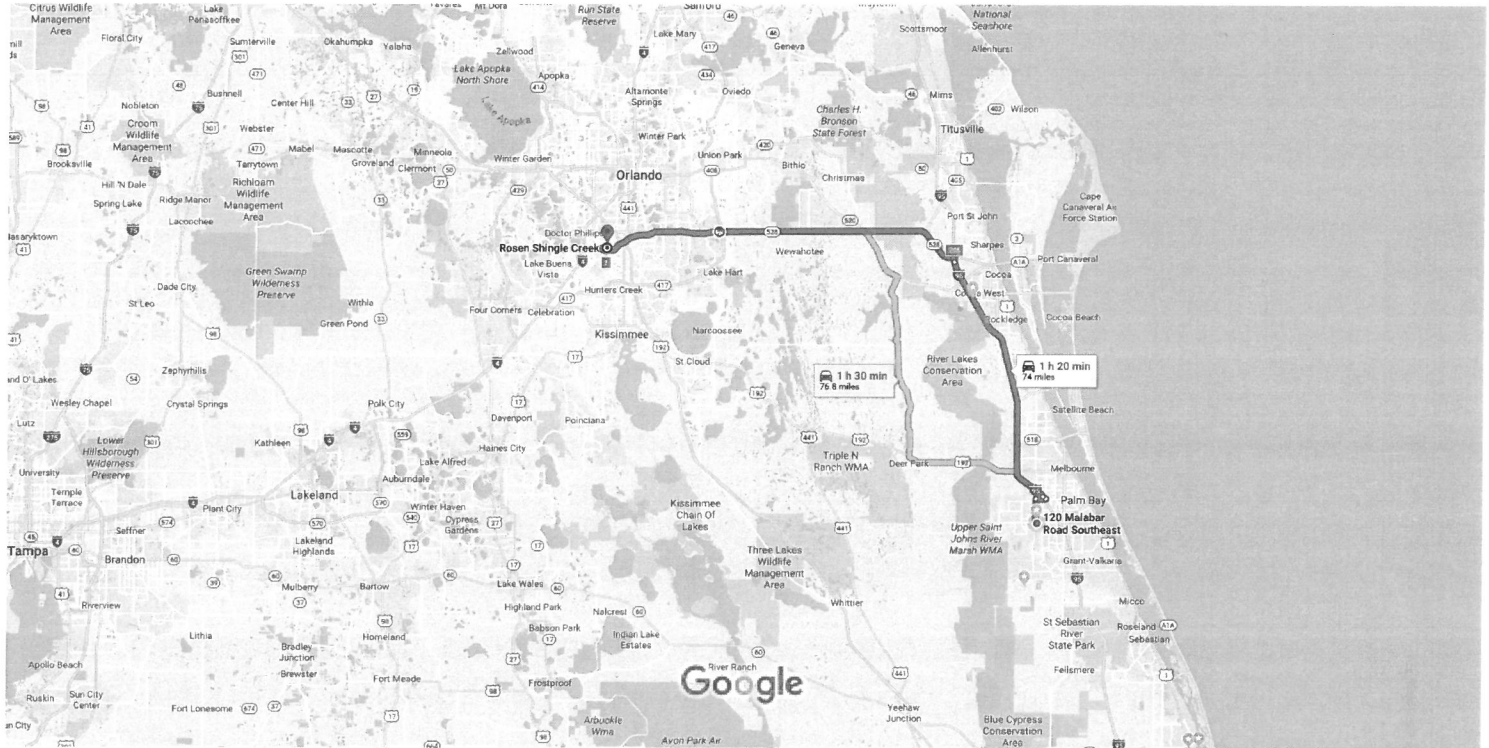
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Google Maps

120 Malabar Rd SE, Palm Bay, FL to Rosen Shingle Creek

Drive 74.0 miles, 1 h 20 min

Florida Conference on Public Private Partnerships - March 2018



Map data ©2018 Google, INEGI 5 mi

120 Malabar Rd SE

Palm Bay, FL 32907

Get on I-95 N in West Melbourne from Minton Rd and Palm Bay Rd NE

1. Head north toward Malabar Rd SE 10 min (4.3 mi)
2. Turn left at the 1st cross street onto Malabar Rd NE 262 ft
3. Turn right onto Minton Rd 0.2 mi
4. Use the right 2 lanes to turn right onto Palm Bay Rd NE 2.5 mi
5. Use the left 2 lanes to turn left to merge onto I-95 N 1.1 mi
6. Merge onto I-95 N 0.5 mi

Follow I-95 N and FL-528 W to Orange County. Take exit 2 from FL-528 W

7. Merge onto I-95 N 59 min (69.0 mi)
8. Take exit 2 from FL-528 W 28.4 mi

-  7. Take exit 205 to merge onto FL-528 W toward Orlando

 Partial toll road

40.2 mi

-  8. Take exit 2 for Orangewood Blvd toward Universal Blvd

0.4 mi

Continue on Universal Blvd to your destination

4 min (0.8 mi)

-  9. Turn right onto Universal Blvd (signs for Convention Center)

0.2 mi

-  10. Turn right


0.1 mi

-  11. Turn right

0.1 mi

-  12. Turn left

0.2 mi

-  13. Turn right

 Destination will be on the right

459 ft

Rosen Shingle Creek

9939 Universal Blvd, Orlando, FL 32819

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

DATE	DESCRIPTION	AMOUNT
3/9/2018	DALLAS (M) LANE 06D AGENCY CFX WITH 02 AXLES	\$0.76
3/9/2018	BEE LINE LANE 10D AGENCY CFX WITH 02 AXLES	\$0.87
3/9/2018	BEACHLINE WEST - ORT WEST LANE 02S AGENCY TURNPIKE DISTRICT WITH 2 AXLES	\$1.89
3/9/2018	BEACHLINE WEST - ORT WEST LANE 02S AGENCY TURNPIKE DISTRICT WITH 2 AXLES	\$1.89
3/9/2018	BEE LINE LANE 10D AGENCY CFX WITH 02 AXLES	\$0.87
3/9/2018	DALLAS (M) LANE 06D AGENCY CFX WITH 02 AXLES	\$0.76
Total Tolls:		\$7.04
PARKING SHINGLE CREEK (DAY 1)		\$18
PARKING SHINGLE CREEK (DAY 2)		\$9
Total Parking		\$27

MEMORANDUM



TO: BCRA Commissioners
FROM: James Marshal, BCRA Administrator
DATE: March 27, 2018
RE: New Business Item #7

Revisions to the Agency's bylaws are required to correct scrivener errors, provide for annual ethics training for At-large commissioners and address minor revisions needed to the Agency's procurement procedures.

These proposed changes will be considered at the next regularly scheduled BCRA meeting.

STAFF RECOMMENDATION:

No action required at this meeting.

**City of Palm Bay, Florida
BAYFRONT COMMUNITY REDEVELOPMENT AGENCY
BY-LAWS**

**ARTICLE I
PURPOSE AND INTENT**

The City Council hereby establishes the by-laws for the Bayfront Community Redevelopment Agency. The purpose and intent of the by-laws is to set forth a uniform set of rules and procedures whereby the City of Palm Bay Bayfront Community Redevelopment Agency, hereinafter referred to as the "Agency" may regulate the manner in which it elects officers, conducts meetings, and performs its duties and responsibilities.

**ARTICLE II
COMPOSITION**

The Agency shall be comprised of a board of commissioners ("Board") consisting of seven (7) commissioners, made up by the five (5) sitting members of the City Council and two (2) additional At-Large commissioners appointed by the City Council in accordance with section 52.002, City of Palm Bay Code of Ordinances and section 163.357(1)(c), Florida Statutes.

**ARTICLE III
TERMS OF OFFICE**

Section 1. City Councilmembers

At all times concurrent with their terms of office on the City Council, the five sitting members of the City Council shall serve on the Board. Newly elected City Councilmembers shall automatically become members of the Board upon beginning their term of office on the City Council.

Section 2. Appointment of At-Large Commissioners

The two (2) remaining positions shall be considered 'At-Large.' The At-Large commissioners shall be selected by the City Council in accordance with the procedures contained in section 502.002, City of Palm Bay Code of Ordinances. One At-Large commissioner shall be appointed for an initial term of two (2) years and one At-Large commissioner shall be appointed for an initial term of four (4) years. After the expiration of the above initial terms, all appointments shall be made for a term of four (4) years.

**ARTICLE IV
OFFICERS**

Section 1. The Chairperson ("Chair") shall be the elected Mayor at the time of the organizational meeting described in Article V hereof. The term of office of the Chair shall run concurrent to the office of the Mayor.

- A.** The duties of the Chair shall consist of, but not be limited to, the following:
1. Preside at all meetings and hearings of the Agency and shall have the duties normally conferred by parliamentary law to such office;
 2. The privilege of discussing all matters before the Agency and shall have the same voting rights as all Agency commissioners;
 3. Preserve strict order and decorum at all meetings. He/she shall maintain control of the meeting and keep it focused;
 4. Shall place every motion before the Agency for consideration, announce the result, announce the decisions of the Agency on all issues, and decide all questions of order;
 5. May establish a time limit for public speakers addressing the Agency.

Section 2. The Vice Chairperson (“Vice Chair”) shall be the elected Deputy Mayor at the time of the organizational meeting described in Article V hereof. The term of office for the Vice Chair shall run concurrent to the office of the Deputy Mayor. If at any time the Deputy Mayor does not complete his or her term, the new Vice Chair shall be installed upon the election of a new Deputy Mayor by City Council.

- A.** The duties of the Vice Chair shall consist of, but not be limited to, the following:
1. Preside in the absence of the Chair;
 2. In the event of the death or resignation of the Chair, the Vice Chair shall temporarily perform the various duties of the Chair. Upon election or appointment of a new Mayor to the City Council, the new Mayor shall replace the departed Chair for the remainder of the departed Chair’s term.

Section 3. In the absence of the Chair and Vice Chair, the remaining commissioners shall select a commissioner, by majority of those commissioners present at the meeting, who shall assume the duties of the Chair.

Section 4. The City Manager and City Clerk shall designate a member of the city staff to serve as Secretary to the Agency. The duties of the Secretary shall include the preparation and distribution of the agendas and minutes and the maintenance of records created or received by the Agency in its transaction of official business.

ARTICLE V MEETINGS

Section 1. Organizational Meeting.

An organizational meeting shall be held in December, at which time the Agency shall decide its regular meeting dates and times.

Section 2. Meetings.

A. Regular Meetings.

1. Regular meetings shall be held as needed, but not less than quarterly at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay or at such other facilities accessible to the public.
2. The day, time, and location of the regular meeting may be changed upon the affirmative vote of a majority of the entire Board of the Agency.
3. Notice of regular meetings shall be given to the Agency commissioners and news media at least seven (7) days in advance of the meeting date and shall be in accordance with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes.
4. A regular meeting may be continued if all business cannot be conducted on the noticed date; no further public notice shall be necessary for resuming such meeting provided the time, date, and place of resumption is stated at the time of continuance, unless additional notice is required by law.

B. Special and Workshop Meetings.

Special meetings and workshops may be held at the call of any commissioner.

1. Notice of special or workshop meetings shall be given no less than twenty-four (24) hours verbal and written notice to each commissioner and the public and shall be in accordance with the provisions of the Florida Sunshine Law, Chapter 286, Florida Statutes. Such notice shall state the specific purpose or purposes of the meeting. No additional items shall be considered at special meetings.
2. In no event shall official action be taken by the Agency at any designated "workshop" meeting.

C. When a commissioner is unable to attend a meeting, he/she shall notify the Secretary either in writing or orally at least twenty-four (24) hours prior to the time set for the meeting.

D. Whenever there is no business or when a majority of the commissioners notify the Secretary of inability to attend a meeting, the Chair may cancel the meeting by giving written or oral notice to staff to inform all commissioners as soon as possible. Said

notice shall be emailed to commissioners, posted on the Agency website, and the news media shall be notified of the cancellation.

ARTICLE VI BUSINESS

Section 1. Quorum.

A quorum shall consist of at least four (4) of the commissioners for the purpose of conducting business and exercising the powers of the Agency.

Section 2. Recognition by the Chair.

Agency commissioners desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine himself/herself to the subject matter under discussion.

Section 3. Voting.

- A.** The vote of a majority of those commissioners present shall be necessary to decide matters before the Agency.
- B.** Voting shall be by voice vote and shall be recorded by an individual "yea" or "nay".
- C.** A tie vote on a motion shall constitute a failure of the motion.
- D.** Commissioners of the Agency shall be bound by the provisions concerning voting conflicts set forth in Florida Statutes, Section 112.3143(3)(a), notwithstanding the provisions of Florida Statutes, Section 112.3143(3)(b).
- E.** No commissioner shall vote by proxy on any matter before the Agency.

Section 4. Order of Business.

- A.** The order of business shall be in substantially the following format and may be added to or deleted from by a majority vote of the Agency:

Call to Order
Roll Call
Adoption of Minutes
Public Comments
Presentations
Old Business
New Business
Commissioner Reports
Other Agency Business
Adjournment

- B. The Agency may utilize the Consent Agenda to act upon routine items which are not controversial in nature and which do not need further discussion. The Chair and a City staff member shall select the items to be placed on the Consent Agenda.

Section 5. Public Comments.

- A. These procedures are established to provide an orderly method for the receipt of comments from the public on general matters and specific agenda items at public meetings.
- B. Individuals who wish to address the Agency shall provide their name, address, and subject matter on which they wish to speak by completing a public comment card and submitting it to the Secretary on duty. All speakers shall be limited to three (3) minutes and may not donate time to another speaker.
- C. **Public Comments on Non-Agenda Items**
 - 1. Individuals who wish to address items not specifically listed on the agenda will be given the opportunity to address the Agency under the agenda heading of "Public Comments".
- D. **Public Comments on Agenda Items**
 - 1. Individuals wishing to address agenda items can do so at the time the agenda item is being considered by the Agency. The Chair will ask if there are any public comments prior to the Agency taking action on an item.

Section 6. Absences and Vacancies.

- A. Absences shall be governed by the current absences policy for City Councilmembers as found in the City Charter. The Chair shall notify the City Council in writing of absences that would vacate the seat.
- B. The City Council may remove an At-Large commissioner for inefficiency, neglect of duty, misconduct in office, or as provided in Section 61.02, City of Palm Bay Code of Ordinances, only after a hearing and only if he/she has been given a copy of the charges at least ten (10) days prior to such hearing and has had an opportunity to be heard in person or by counsel.
- C. The position of any At-Large commissioner who ceases to be qualified pursuant to Article II, herein, shall automatically be vacated.
- D. Resignations shall be in writing addressed to the Chair or the Secretary by mail, email, or delivered in person.

- E.** The Chair shall notify the city council of any vacancy of an At-Large commissioner position during a term due to a resignation, death, non-qualification, or any other reason. The vacancy shall be filled as soon as practicable in accordance with Article III, hereof.
- F.** Appointments to fill any vacancy on the Agency shall be for the remainder of the unexpired term of office.

Section 7. Code of Ethics for Public Officers and Employees.

- A.** The Commissioners of the Agency shall comply with Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, and subsequent amendments thereto (Ethics and Financial Disclosure).
- B.** Beginning January 1, 2018, each At-Large commissioner of the Bayfront Community Redevelopment Agency must complete four (4) hours of ethics training each calendar year pursuant to the requirements and exceptions contained within section 112.3142, Fla. Stat.

ARTICLE VII DUTIES AND RESPONSIBILITIES

Section 1. The Bayfront Community Redevelopment Agency, based on the findings of Palm Bay Resolution No. 95-72, is hereby created by the City Council to carry out the redevelopment purposes of Chapter 163, Part III, Community Redevelopment, Florida Statutes, and the Bayfront Redevelopment District Plan.

Section 2. All rights, powers, duties, privileges, and immunities provided for in Section 163.330, Florida Statutes, are hereby vested in the Bayfront Community Redevelopment Agency.

Section 3. The Agency shall act as fiduciary of the Bayfront Redevelopment Trust Fund.

- A.** The general administration, management, and responsibility of the proper operation of the Bayfront Community Redevelopment Trust Fund, established and created by Palm Bay Ordinance No. 99-19, as amended by Ordinance Nos. 99-24 and 2000-38, shall be vested in said Agency.
- B.** Funds shall be utilized and expended for the purposes of and in accordance with the Bayfront Redevelopment District Plan and all state and federal laws.
- C.** The Agency is empowered to spend funds which it acquires through its various activities in accordance with the applicable Florida Statutes.
- D.** The City Council may appropriate to the Agency such amounts as the City Council deems necessary for the administrative expenses and overhead of the Agency, including the development and implementation of community policing innovations.

Section 4. Purchasing Procurement Procedures.

The Agency shall abide by the purchasing procedures governing the City of Palm Bay.

Section 5. Committees and Support.

- A. The Agency shall have the power to establish ad hoc committees for purposes of conducting in-depth studies and recommendations on projects or programs to be acted upon by the Agency or which may be required by the Agency to efficiently conduct the affairs of the Agency. Membership of such committees shall consist of one or more commissioners, interested residents of Palm Bay, and any technical professional, or business persons(s) deemed appropriate. Such committees shall be appointed by the Chair, with the consent of the majority of the commissioners present at such meeting.
- B. The Agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation.
- C. The Agency may employ or retain its own counsel and legal staff for such legal service as it requires.
- D. The Agency shall utilize the City of Palm Bay's ~~Purchasing~~ / Procurement Department with applicable purchasing Procurement policy Code of Ordinance and Procedures and thresholds in accordance to local, State, and Federal regulations. This includes assistance with preparing, advertising, evaluating, and selecting Requests for Proposals ("RFP"), Request for Quotes ("RFQ"), Invitation for Bids or other competitive bid solicitation processes applicable to the procurement of services of counsel, subcontractors, consultants, or individuals that are necessary to efficiently conduct the affairs of the Agency.
- E. The Agency shall utilize the temporary agency recognized by the City of Palm Bay for the employment of clerical services or temporary labor. The City's Human Resources Department will assist the Agency in obtaining services through the temporary agency.
- F. All employment services shall be retained and terminated in accordance with the City's employment policies and procedures.
- G. The Agency and duly authorized committees shall have access, upon approval by the City Manager, to the information and staff of all departments of the city on such a basis as these departments are able to render assistance.

Section 6. Reporting Requirements.

The Agency shall comply with all financial reporting requirements required pursuant to chapter 163, Florida Statutes, or otherwise required by law.

Section 7. A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties.

Section 8. No individual commissioner has the authority to issue orders, act or speak in the name of the Agency, unless specifically empowered to do so by a majority vote of the Agency at a regular or special meeting.

ARTICLE VIII RECORDS

Section 1. All records of the Agency shall be open to public examination. The inspection and duplication of records shall be in accordance with the provisions of Chapter 119, Florida Statutes, Public Records Law.

Section 2. The maintenance and retention of records of the Agency shall be in accordance with the State's General Records Schedules as established by Chapter 257, Florida Statutes.

ARTICLE IX AMENDMENTS

The Agency, by a majority vote, may make amendment(s) to the by-laws. Such proposed amendment(s) shall be submitted to the Board at least fifteen (15) days before the meeting at which such amendment(s) is to be considered.

ARTICLE X REVOCATION OF DELEGATION BY BREVARD COUNTY

The Brevard County, Board of County Commissioners, in accordance with Section 3, Paragraph B, of its Resolution No. 99-111, reserves the right to either revoke the delegation of authority to the city or to designate itself as the redevelopment Agency (upon proof of non-performance) if it deems it is necessary for the protection of the health, safety, welfare, or fiscal interests of the public or the redevelopment area.

ARTICLE XI DISSOLUTION

The Bayfront Community Redevelopment Agency shall cease to exist as the community redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes, after twenty-five (25) years from the date of Brevard County's Resolution No. 99-111 (enacted May 4, 1999), unless extended by the Board of County Commissioners.

Adopted: RCM 2000-27; 08-17-00

Revisions: RCM 2004-11; 04-22-04

Commissioners to select the Chair and Vice Chair instead of the City Council.

RCM 2013-20; 09-05-13

Public comments revised to comply with new state law (HB 50)

RCM 2015-26; 09-17-15

Order of Business revised

RCM 2015-31; 11-17-15

Regular meeting day and location revised

RCM 2017-30

Change in governing board, revisions as needed

RCM 2018 -

Revised to include annual ethics training for At-Large commissioners, minor revisions to procurement procedures and correct scrivener errors.

MEMORANDUM



TO: BCRA Commissioners

FROM: James Marshal, BCRA Administrator

DATE: March 27, 2018

RE: New Business Item #8

Attached for your information is the BCRA's first quarter financial report which will provide you with an overview of the first quarter financial activities occurring from October 1, 2017 through December 31, 2017.

BCRA General Fund:

Tax Increment Financing (TIF), the BCRA's primary revenue source, totaled as of December 31st, \$404,577 or 33% of the budgeted TIF revenue amount for FY18. Total TIF revenue for FY18 is estimated to be \$1,227,365, up \$432,919, an increase of 54% over FY17.

BCRA General Fund Cash & Investments, as of 12/31/17 totaled \$737,680, up \$251,433, an increase of 52% from the start of the fiscal year. An additional \$1,629.96 in (other income) was received through December 31st.

Total expenses for the period totaled \$48,511 excluding land acquisition costs, representing an increase of \$1,980 over the same period last year. Expenditures, including land acquisition costs totaled \$98,591 for the period.

303 Fund:

As of the end of the quarter, the fund had cash and investments which are designated for projects related to the Bayfront Community Redevelopment Plan totaling \$1,055,022, up from \$1,052,981 since the beginning of the year. Interest income totaled \$2,136 for the period.

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the First Quarter Financial Report.