



# Brevard County Board of County Commissioners

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Legislation Text

---

File #: 2397, Version: 1

---

### **Subject:**

Permission for staff to develop and advertise an Invitation to Bid and select the most suitable applicants for qualified commercial fisheries operations to lease the buildings at Griffis Landing at Blue Crab Cove site.

### **Fiscal Impact:**

FY 20-21 - Lease revenues of not less than \$25,000 per year

FY 21-22 - Lease revenues of not less than \$25,000 per year

### **Dept/Office:**

Natural Resources Management

### **Requested Action:**

It is requested that the Board grant permission for staff to develop and advertise an Invitation to Bid and select the most suitable applicants for qualified commercial fisheries operations to lease the buildings at Griffis Landing at Blue Crab Cove site, currently occupied by Doc's Baithouse and Mrs. Apple's Crab Shack.

### **Summary Explanation and Background:**

Brevard's working waterfronts link the County's citizenry with commercial and recreational opportunities that the Indian River Lagoon system provides. While recreational benefits accrue to the County via the Indian River Lagoon, the Lagoon's commercial and economic benefits are also critical to the County's economic diversity. Without maintaining a viable community presence, these economic benefits will be transferred outside of the County.

In 2010, through funding provided by the State of Florida's Stan Mayfield Working Waterfronts Grant Program and the Florida Inland Navigation District (FIND), Brevard County acquired the working waterfront site, known as Griffis Landing at Blue Crab Cove, home to two commercial fisheries businesses currently in operation. Improvement of Brevard's last remaining working waterfront (a commercial fishery operation taking local seafood directly across its docks) maintains and enhances recreational and commercial access to Brevard's waterways.

On May 18, 2010, the Management Plan and the related Declaration of Restrictive Covenants were approved by the Board. Lease revenue from the site's tenants has been a sufficient source of revenue and savings since project inception ten years ago. Operation and maintenance of the non-leased portions of the property, including electric and water services, landscape maintenance and general upkeep and oversight are estimated to be approximately \$12,000 annually. Current leases bring in \$17,364 annually (pre-tax). Lessees are responsible for operations, maintenance and upkeep of leased properties. All lease and use fees generated at the site are required to be maintained for reinvestment at the site.

Lease Restrictions imposed by the adopted Management Plan and the Declaration of Restrictive Covenants state that the Blue Crab Cove site is to be maintained as a working waterfront as defined in Section 380.503(18) Florida Statutes. The existing operations on site include the 2,500 sq. ft. active bait house, the 11,000 sq. ft. wholesale/retail crab and seafood operation, and the associated docks, parking and common areas.

Both of the tenants and their leases will acknowledge concurrence with the operational restrictions imposed by the adopted Management Plan and the Declaration of Restrictive Covenants. Lease terms will be for one (1) term of five (5) years with an agreed upon option to renew for an additional five (5) year term. Tenants will be required to confirm an established business background with a minimum of 5-years of experience operating similar businesses.

Specific lease components for the Crab Shack will include:

- Tenant may use the premises only for a whole-sale seafood market serving the commercial and recreational fishing industry and the general public
- Tenant agrees that there will be no sale of alcoholic beverages on the property without written prior consent of the Owner.

Specific lease components for Doc's Baithouse will include:

- Tenant may use the Premises for a retail bait shop serving the commercial and recreational fishing industry and the general public.
- Tenant agrees that there will be no sale or preparation of food on the property without the written prior consent of the Owner.
- Tenant will provide certified support staff for the operation of the site's pending waterfront fuel storage and dispensing system.
- A cost share arrangement and operational plan for the dispensing of fuel will be part of the lease agreement.
- Tenant will provide a \$25,000 non-refundable deposit for interior and exterior improvements within 90 days of execution of the lease.

Staff requests permission to move forward and advertise an Invitation to Bid for qualified lessees for Doc's Baithouse and Mrs. Apple's Crab Shack. The most suitable, qualified applicants and the pending leases will be brought back to the Board for final approval and execution.

### **Clerk to the Board Instructions:**

None