



**Meeting Agenda
Thursday, June 6, 2024**

6:30 PM

REGULAR

Cocoa Beach Country Club - 5000 Tom Warriner Boulevard, Cocoa Beach

WELCOME

- A. Call to Order
 - 1. Roll Call
- B. Board Members Reports and Announcements
- C. Staff Reports and Announcements
- D. Consent Agenda
 - 1. Approve March 07, 2024, CRA Meeting Minutes
Staff Representative: City Clerk's Office
Staff Recommendation: Approve
 - 2. Adopt the 2024 Policy & Procedures for the Community Redevelopment Agency Board.
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator
Recommendation: Approve
 - 3. Adopt the revised Commercial Visual Improvement Program Policy and Application
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator
Recommendation: Approve
- E. New Business
 - 1. Discuss and Approve the Commercial Visual Improvement Program Grant for Cocoa Beach Office Condominium Association
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA

Administrator
Recommendation: Approve

2. Discuss and Approve the Commercial Visual Improvement Program Grant for Juice N Java Cafe located at 75 N Orlando Ave
Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA
Administrator
Recommendation: Approve

F. Public Comment

G. Adjournment

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
MARCH 7, 2024

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 6:01 PM.

Roll Call:

Commission Members Present:

Commissioner Jeremy Hutcherson
Commissioner Karalyn Woulas
Commissioner Skip Williams
Mayor Keith Capizzi

Administrative Members Present:

City Manager Wayne Carragino
City Attorney Becky Vose
Senior Planner/CRA Administrator Devan Taly
Deputy City Clerk Adrienne Adams

B. AGENCY BOARD COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

None.

C. STAFF REPORTS AND ANNOUNCEMENTS

None.

D. CONSENT AGENDA

MOTION TO APPROVE THE CONSENT AGENDA BY COMMISSIONER WILILAMS; SECONDED BY COMMISSIONER HUTCHERSON. MOTION PASSES 4-0.

E. OLD BUSINESS

None.

F. NEW BUSINESS

1. CRA ANNUAL REPORT:

Devan Taly reviewed the annual report. Gave a history of the incorporation of the CRA and what the plan is. County property appraisers send a report every year with 10 years of assessed values, and showed maps that identify CRA boundary lines.

The 2023 budget runs 10/1/22-9/30/23 and broken down over areas such as the parking garage, employees, professional services, maintenance equipment, etc. Proposed budget was \$300K, Commissioner Williams asked what the actual amount was versus the proposed. CRA Administrator Taly would need to get with finance on that.

Commissioner Hutchinson asked what the \$1.6 million for furniture and equipment was actually for. CRA Administrator Taly said it was budgeted for the cultural green space, and it is no longer on the 2024 budget. It will roll over.

The expense report for FY 2023 was unaudited and subject to change once the audit is completed.

Upcoming goals of the CRA are to pay down debt, maintenance on the parking garage, and redevelopment.

Commissioner Williams asked why the City was not allowed to repay the bond early. CRA Administrator Taly said that each bond has a set term of repayment that must be followed; nothing more is known.

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Commissioner Williams asked what deadline was to turn into state. Has to be sent to Brevard County 10 days after adoption and be posted on the website by March 31. If the audit has not been completed by then, there is a 45-day grace period to submit it.

MOTION TO APPROVE ANNUAL REPORT AS PRESENTED BY COMMISSIONER HUTCHERSON;
SECONDED BY COMMISSIONER WOULAS.
VOICE VOTE ON THE MOTION 4-0; MOTION CARRIED.

2. UPCOMING CRA PROJECTS FOR 2024:

CRA will be contributing \$3.3 million to the Cocoa Beach Centennial Square and New City Hall project that is currently in construction. This project meets all the visions, missions, and goals of the downtown community plan.

\$150K in facade grants left. A few town center businesses have submitted applications. The City will have more advertising for the grants. Grants show the City is achieving its goal of improving downtown.

The Surfside Playhouse has been around for over 60 years and was in need of electric, plumbing cosmetic upgrades; received \$50K in grants.

Parking garage was budgeted for capital improvements at about \$575K; \$131K has already been spent on repairs. Focusing on safety upgrades, bathroom upgrades, lighting, replacing signage, elevator repairs, caulking, and painting.

Commissioner Hutcherson stated the door to the atrium was blown off and then filled with water during a hurricane and has salt air damage. Can there be no door and have a partition instead to prevent rain.

City Manager Carragino stated yes, and that there will be elevator companies coming in to evaluate the area.

G. Announcements

H. Public Comments

Rick Anderson spoke in relation to the façade grant. What were the plans for each grant and what was the threshold for approval. Would like to see the money tied to improvement of the downtown stores with continuity to make it less disjointed.

City Manager Carragino stated each grant request goes for approval before the Commission.

Commissioner Hutcherson said that there is a 4–6-page application on the website that states what the requirements are.

CRA Administrator Taly said that there is nothing in the application about conformity, and the Commission only needs a majority vote to approve.

I. Adjournment

The meeting was adjourned at 6:26 pm.

_____ Keith Capizzi, Mayor-Commissioner

_____ Adrienne Adams, Deputy City Clerk



CITY OF COCOA BEACH

COMMUNITY REDEVELOPMENT AGENCY (CRA)

BYLAWS, POLICIES, AND PROCEDURES

Adopted January 17, 2019

I. BYLAWS

- A. Establishment - The CRA was established by City of Cocoa Beach Resolution No. 2009-28 and pursuant to Chapter 163, Part III, Florida Statutes.
- B. Purpose: CRA purpose is incorporated in City of Cocoa Beach Resolution No. 2009-28.
- C. Powers – CRA powers are granted by Florida Statutes Chapter 163, all Interlocal Agreements between the CRA and any taxing authority with interest with the boundaries of the Downtown Cocoa Beach Redevelopment Area, and Article II of the Cocoa Beach CRA Charter.
- D. Agency Members – Resolution No. 2009-28 states that the members of the City Commission, shall act as members of the Board of Commissioners of the Downtown Cocoa Beach CRA. The CRA Board shall be separate, distinct and independent from the City Commission of the City of Cocoa Beach.
- E. Chairman and Vice-Chairman – The Chairman and Vice-Chairman of the CRA Board shall be the same as the City Commission. The Mayor serves as the CRA Chairman and the Vice-Mayor and the CRA's Vice-Chairman.
- F. Quorum – Three members of CRA Board shall constitute a quorum. An affirmative vote of three (3) or more CRA Board members shall be required to adopt any action of the CRA Board.

II. BUDGET

The fiscal year of the CRA shall begin on October 1 and end on September 30 of the next year.

Budget: Administration of the budget shall be in accordance with an Interlocal Agreement with the City of Cocoa Beach. The CRA Board shall make recommendations regarding the annual budget to the City Commission. The City Commission shall review and approve the CRA budget on an annual basis. The CRA Board shall not expend any funds other than those authorized by the budget, provided that the Board shall have the power to request City Commission to amend the CRA budget as may be necessary from time to time.

Annual Report: The CRA Board shall file with the City of Cocoa Beach and with the Auditor General of the State of Florida, on or before March 31 of each year, a report of its activities for the preceding fiscal year, which report shall include a complete financial statement setting forth the CRA's assets, liabilities, income and operating expenses as of the end of such fiscal year. At the time of filing this report, the CRA shall comply with applicable Florida law in the publication of a notice to the effect that such report has been filed with the City and that the report is available for inspection during business hours in the office of the Clerk of the City.

Accounting Practices: The CRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

Annual Audit: The Executive Director of the CRA shall arrange for an independent financial audit of the Fiscal Year budget including the Community Redevelopment Agency Fund each fiscal year and a report of such audit by an independent certified public accountant. The independent financial audit may be included as part of the independent audit prepared for the City of Cocoa Beach, and in accordance with an Interlocal Agreement with the City of Cocoa Beach. The CRA shall provide a copy of such report to each taxing authority contributing to the Community Redevelopment Agency Fund. If the independent financial audit is included as part of the independent audit prepared for the City of Cocoa Beach, the City is entitled to charge and the CRA shall pay for the costs of said CRA audit.

Purchasing Policy: With respect to purchasing goods and services, the CRA shall follow the purchasing policy of

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the City of Cocoa Beach.

Maintenance and Disbursement of Funds: All funds of the CRA Board shall be used only for purposes permitted by applicable law. Administration of funds shall be in accordance with the Interlocal Agreement.

Supervision of Accounts: The Executive Director of the CRA shall be responsible for the internal supervision and control of the accounts of the CRA Board. The City Manager of the City of Cocoa Beach, or his designee, is authorized to provide oversight and review of the internal supervision and control of the accounts of the CRA Board as described in the Interlocal Agreement.

Other Annual Reporting Requirements: The CRA shall comply with the reporting requirements of Chapter 189, Florida Statutes, (Uniform Special District Accountability Act), and the requirements of §163.356(3)(c), Florida Statutes, as may be amended from time to time.

III. COMMUNITY REDEVELOPMENT AGENCY (CRA) BOARD MEETINGS

- A. Regular Meetings - Regular meetings of the CRA Board are official meetings called to conduct CRA business. Dates and times of regular meetings of the CRA Board are set by its Board, with at least one regular meeting each month as needed, unless there is no new business for the board, normally at City Hall and normally preceding a regular meeting of the City Commission. Currently CRA Board regular meetings are held on the first or third Thursday of the month at 6:00 P.M. or 6:30 pm as needed.
- B. Special Meetings - The CRA Director or its Board may call special meetings to conduct CRA business when special circumstances arise. Action by the CRA Board at a special meeting is limited to the purpose for which the special meeting was called.
- C. Workshops - Workshops are informal meetings of the CRA Board convened as needed to discuss proposed planning documents and other items of prospective CRA business, and to reach consensus on agenda items for future regular meetings. Public participation is encouraged. Normally workshops are scheduled on a Tuesday prior to the regular Thursday-night meeting, at a time set by the CRA Board.
- D. Formal Votes - Formal votes are taken only at regular and special meetings. No action of the CRA Board is valid or binding unless adopted or approved by the affirmative vote of three or more members of the CRA Board. Each Board Member must vote on all motions unless a Member declares a conflict of interest, in which case certain state law applies.
- E. Minutes - The City Clerk takes minutes of regular and special meetings, posting the draft minutes online promptly and replacing them with the official minutes when approved by the CRA Board at the next regular meeting.
- F. Cancellation of Meetings - Any CRA Board meeting may be canceled by the CRA Chair, City Manager or the affirmative vote of three Board Members at a regular Board meeting.
- G. Meeting Adjournment - A majority Board vote is required to extend a meeting past 7:00 P.M.
- H. Attendance – CRA Board Members are encouraged to attend all CRA Board meetings. Participation via phone or other suitable electronic means is acceptable if the absence is unavoidable. Board Members are to complete “Absence from the City” forms when they expect to be absent from CRA Board meetings. This notification allows for confirmation that a quorum will be present at CRA Board meetings.
- I. Appeals - Pursuant to state law, if a person decides to later appeal any decision made by the CRA Board at a meeting, he or she must have a record of the proceedings and so may need to have a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. The CRA does not provide verbatim transcription services — this is responsibility of the individual planning to appeal.

IV. AGENDAS

- A. Preparation - The CRA Director prepares the agenda for CRA Board meetings. Individual Board Members may place an item on the agenda by submitting to the CRA Director the prescribed agenda-item request form, doing so prior to the agenda deadline. Members of the public may ask the CRA Director or a Board Member

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to consider placing an item on the agenda. If unsuccessful, a member of the public may raise the issue during general public comments in a regular meeting of the CRA Board and seek CRA Board support for bringing the item forward in the agenda of a future regular meeting.

- B. **Deadline** - The deadline for submitting an agenda item for regular meetings is 2 P.M. on the Tuesday of the preceding week.
- C. **Exceptions** - The CRA Director may delay an agenda item to provide for appropriate staff reviews. The CRA Director or the CRA Attorney may reject requests to place an item on an agenda if the matter is judged prejudicial to the best interest of the CRA or the City; should either do so, they will notify the CRA Board in writing of their action and the reasons for it. Agenda items requested during a public meeting by consensus or majority vote of the CRA Board may not be removed from an agenda without subsequent approval of the CRA Board. The CRA Chair reviews the agenda prior to its public release and may suggest changes to the CRA Director. Items placed on an agenda by a Board Member may not be modified or removed from the agenda except by the submitting Board Member. Except as just stated, the CRA Director may add or delete items from the CRA agenda before the meeting; if the agenda is amended, the CRA Director informs CRA Board as soon as possible.
- D. **Distribution** - The CRA Director delivers the agenda to the City Clerk. On the Monday prior to the meeting, at which time the City Clerk makes it available to the general public by posting it on the regular public bulletin board at City Hall and disseminating it by suitable means to all interested parties. The City Clerk makes supplemental documentation on agenda items available to the public.
- E. **Agenda Changes During a Meeting** - When the agenda is presented for approval in a meeting, the CRA Board may by majority vote move agenda items, delete agenda items, amend the Order of Business, and add new agenda items. Documentation associated with a new agenda item is distributed then.
- F. **Unbudgeted Funds** - Any non-emergency requests to expend unbudgeted funds exceeding fifty thousand dollars must be published in a CRA agenda available for public review at least 24 hours prior to a CRA Board vote.
- G. **Motions During Board Member Reports** - With a majority vote to allow it, motions may be made under Board Member reports. An item generated under Board Member reports that is not further considered at that meeting may be placed on the agenda of the following meeting.
- H. **Citizen Engagement** - Citizens wishing to know more about an agenda item, including an item on the consent agenda, are encouraged to contact a Board Member or the CRA Director before the meeting for an explanation. The citizen may request that the Board Member or CRA Director move an item from the consent agenda if that seems appropriate, which the Board Member or CRA Director may or may not choose to do.
- I. **Normal Order of Business**
 - Meeting called to order
 - Roll call
 - Approval of the agenda
 - Special presentations
 - Staff reports and announcements (motions are allowed)
 - CRA Attorney reports and announcements
 - Board Member reports and announcements
 - Consent agenda
 - Items removed from the consent agendas
 - Unfinished business
 - New business
 - General public comment
 - Adjourn
- J. **Agenda Item Procedures**
 - Board Chair introduces the agenda item
 - CRA Attorney describes item, noting whether or not budgeted and whether or not it is an approved item in the CRA elements of the City Strategic Plan
 - Motion to act on the item (if no second, the chair moves on to the next agenda item)

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- Staff comments
- Board discussion
- Chair opens discussion to comments from citizens
- Chair closes citizen comments
- Board Member comments
- Vote

K. Consent Agenda Items

- Approval of minutes
- Approval of budgeted items requiring CRA Board approval
- Other minor events, which, in the CRA Director's opinion, do not significantly impact the normal service delivery capacity of the CRA

L. Consent Agenda Procedures

- The CRA Attorney reads the consent agenda items.
- On non-standard items, the Chair may briefly interject to explain the item being approved.
- A single motion serves for approval of all items on the consent agenda.
- Board Members and staff members may remove items from the consent agenda for discussion, the action taken at the time when the meeting's agenda is being approved.

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V. PROCEDURES FOR ADDRESSING THE CRA BOARD

- A. The Public's Right to Heard – Members of the public are to be given a reasonable opportunity to be heard on a proposition before the CRA Board.
- B. Courtesy - Speakers, Board Members included, are to confine comments to the matter at hand, to act with courtesy, and to avoid negative comments of a personal nature targeted at any person or group.
- C. Orderly Conduct and Decorum - The Chair is charged with maintaining orderly conduct and proper decorum at all CRA meetings and may remove a member of the public if that person becomes unruly.
- D. Group Speakers - At meetings in which a large number of individuals wish to be heard, the Chair may require that each faction designate a speaker to represent its views rather than all members of the group speaking. The Chair will give the groups time to organize.
- E. Speaker Cards - Each person wishing to address the CRA Board in a regular or special meeting must complete a speaker card and submit it to the City Clerk in time to be recognized by the Chair during the time set aside for citizens comments on the agenda item, this to obtain the spelling of the speaker's name and contact information for follow-up and to provide for the efficient administration of the meeting.
- G. Speaker Comments - When recognized by the Chair, speakers approach the podium, state their name and address, and make their comments pertinent to the subject at hand. Comments are to be directed to the CRA Board through the Chair. Should the Chair or a majority of the CRA Board deem a response is called for, the Chair then recognizes the appropriate person for response.
- H. Limits - When speaking on an agenda item, speakers must confine comments to that item. In any regular meeting, speakers will be allowed to address the CRA Board only once on any agenda item and only once in general public comments. The speaker is not allowed to engage in debate. The time limit for each citizen speaking is three minutes. The Chair may extend the speaking time an additional three minutes. The CRA Board must approve by majority vote any extension of an individual's speaking time beyond six minutes. The City Clerk will time the speaker.
- I. General Public Comments - General public comment are scheduled at the end of regular meetings, the rules above applying.
- J. Workshops - The Chair may relax protocols in work sessions and allow more informality.
- K. Special Presentations – Citizens and Board Members may request time to make a special presentation, using the normal procedure for scheduling an agenda item. Special presentations are limited to 15 minutes; the CRA Board may extend the time by majority vote. CRA Board actions flowing from a special presentation may be scheduled as future agenda items.

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VI. PARLIAMENTARY AUTHORITY AND POLICY

- A. Parliamentary Authority - Robert's Rules of Order Newly Revised (11th Edition) govern the conduct of CRA Board meetings. The Chair conducts meetings in an impartial and businesslike manner. But no action of the CRA Board is to be deemed invalid or otherwise unlawful for failure to strictly comply with Robert's Rules of Order. To the extent of any conflict between rules or policies adopted by the CRA Board and Robert's Rules of Order, the CRA Board-adopted rules or policies govern.
- B. Parliamentary Rights of Board Members - Every Board Member has an exclusive right to raise a question of procedure, a point of order, or of privilege to the Chair and have the Chair rule on the procedure or point of order or of privilege. Any member of the CRA Board may appeal a ruling of the Chair to the entire CRA Board, which can override the Chair's ruling with a majority vote.
- C. Changes to Community Redevelopment CRA Board Policies and Procedures – These Policies and Procedures remain in force until changed by the CRA Board. Changes may be made by majority vote of the CRA Board at any regular meeting. The CRA Director will maintain the current copy.



Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$50,000 — of a project's renovation/upgrade hard construction costs.
- All applications provided to the CRA Administrator must be approved by the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Funding is available from October 1st-July 1st of that fiscal year. After July 1st, further applications for that year will no longer be accepted.

TIME FRAME:

- Application process takes approximately 30 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within that fiscal year once approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the fiscal year forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deemed complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.
- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.

- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; landscaping improvements, stormwater improvements, and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- All improvements must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA.
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within fiscal year of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

**Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency**

APPLICANT INFORMATION

Applicant's Name: _____

Applicant's Corporate Name: _____

Applicant's Corporate Business Address: _____

Name of Business at Project Address: _____

Applicant's City of Cocoa Beach Business Tax Receipt #: _____

Federal Tax ID Number or Social Security Number: _____

Applicant's Phone Numbers: _____ Business _____ Cell

Applicant's Email Address: _____

Is Applicant the property owner or a tenant proposing the façade improvements? Owner
 Tenant

PROPERTY INFORMATION

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property/Project Address: _____

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: Yes No How Long: _____ Years

Property Manager: _____ Phone: _____ Email _____

1. Is the proposed project located in the current CRA? Yes No

Contract _____

Number of Construction Workers for Project: _____

Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.

Signature of Applicant

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (name of person acknowledging).

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, _____, owner and/or authorized representative of _____, also commonly known as _____, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this _____ day of _____. Authorized Signature: _____

SIGNED AND SWORN TO before me

This _____ day of _____ by _____.

NOTARY SEAL:

Notary Public, State of Florida

My commission expires: _____

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", _____, hereinafter referred to as "GRANTEE" and _____, hereinafter referred to as "Property Owner".

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program consistent with the CRA Redevelopment Plan; and\

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at _____, identified by the Brevard County Property Appraiser through Parcel Number _____, and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within that fiscal year, after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are

incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Fifty Thousand Dollars (\$ 50,000) for up to fifty percent (50%) of the total eligible

construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the property in the amount of any such Judgement.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, the venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or nation termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE’s completion of the Project, the City Manager may administratively extend the completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:

City of Cocoa Beach
Downtown Community Redevelopment
Agency
Attn: City Manager
1600 Minutemen Cswy.
Cocoa Beach, Fl 32931

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 20__.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms,
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] Physical presence or [] online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 20__.

Notary Public, State of Florida



PAY REQUEST

Project No: _____ Date: _____ Amount Requested by: _____

Requested by: _____ Phone: _____

Requested Documents:

- Release of Lien
- Copies of Invoices
- Copies of canceled checks/credit card payments
- Building Permits
- Engineer Project Timeline

City of Cocoa Beach Office Use Only	
Date Inspection Made: _____	
Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____
Inspector's Signature	Date
<u>Pay Request Approved:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amount Approved: \$ _____	
<u>Staff Comments:</u>	

CRA Administrator's Signature	Date
_____	_____
City Manager's Signature	Date
_____	_____

City of Cocoa Beach Community Redevelopment Agency Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Discuss and Approve the Commercial Visual Improvement Program Grant for Cocoa Beach Office Condominium Association

Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Funds are budgeted. \$150,000 remains left for this grant.

BACKGROUND:

The Cocoa Beach Office Condominium Association is requesting grant funds from the Commercial Visual Improvement Program to improve the current facade. These units are located at 61/63 N Orlando Ave, 69 N Orlando Ave, 71 N Orlando Ave, and 73/75 N Orlando Ave. The request is to remove the old facade and replace it with a new facade on these retail units located in the DownTown Cocoa Beach Area. The old facade gutter and drainage system have caused rotting, and the supporting materials are cracking due to hard rainfall over time. This is a safety concern for residents and tourists that walk underneath this facade. With the CRA grant assistance, the applicant can improve the structure, repair damage, and help beautify Cocoa Beach with a new facade. The applicant states the total project is valued at \$60,000. The grant program policy states a 50% match with a max contribution of \$25,000. The staff would like to request that the City Commission allow the CRA contribution to be a max of \$30,000 for this project for The Cocoa Beach Office Condominium Association.

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA
COUNTY OF BREVARD

I, Sarah McKay, owner and/or authorized representative of 63 N. Orlando Ave., also commonly known as Cocoa Beach, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 16th day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me
This 16th day of April by Sarah McKay.

NOTARY SEAL:
[Signature]

Notary Public, State of Florida
My commission expires: 4/13/26





Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/ upgrade hard construction costs.
- A match of up to \$15,000 on a project valued at least \$30,000 can be approved administratively.
- Projects valued over \$30,000 requesting matching above the \$15,000 limit, up to the CRA Contribution match of \$ 25,000 maximum must go to the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deem complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.

- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- Permanent landscaping may be covered in this program but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 321-868-3200 or planning@cityofcocoabeach.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that

the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

**Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency
APPLICANT INFORMATION**

Applicant's Name: Nick Pastermack

Applicant's Corporate Name: Cocoa Beach Office Condominium

Applicant's Corporate Business Address: 200 North First Street
Cocoa Beach, FL 32931

Name of Business at Project Address: Cocoa Beach Office Condominium

Applicant's City of Cocoa Beach Business Tax Receipt #: See all attached

Federal Tax ID Number or Social Security Number: 59-2918397

Applicant's Phone Numbers: 321.591.8551 Business _____ Cell _____

Applicant's Email Address: 1g1pkilwins@gmail.com

Is Applicant the property owner or a tenant proposing the façade improvements? Owner
Tenant

PROPERTY INFORMATION

Property Owner's Name: _____

Property Owner's Mailing Address: _____

Property/Project Address: _____

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: Yes No How Long: _____ Years

Property Manager: _____ Phone: _____ Email _____

1. Is the proposed project located in the current CRA? Yes No

Total Applicant Funds: \$20,000 Total Anticipated Grant Request: \$25k

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

Proposal: Removal of the front fascia/soffit and replace/build new flat fascia, west fount side of structure 150 L. Ft., at above stated office retail Condo common area.

Scope of work:

Remove a small section of the fascia/soffit over 75 N Orlando for engineering, evaluation and construction rebuild mythology.

Secure all necessary engineering and permits from the City of Cocoa Beach.

Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.

Secure the work area from pedestrian, remove fascia/soffit in sections as needed.

Remove-Demo the old fascia/soffit and old framing in sections, including gutters and gutter framing going back to structure. Clean up area as removal of fascia/soffit as the work progresses.

Build new framing for new fascia/soffit, with galvanized or stainless steel fasteners. Secure City of Cocoa Beach inspection. Provide engineering review and evaluation.

Install new exterior siding, dins-glass and trim, with galvanized or stainless-steel fasteners.

Repair gutter framed areas.

Repeat items 4, 5, 6, 7 and 8 in section.

Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.

Prim and paint new fascia/soffit and gutter repaired work area only. Color by owners.

Clean project daily and removal of all demolition debris.

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

The construction of the gutter soffit system that wraps the west or street facing side of the building was not designed correctly when it was last updated. The gutter and drains are too small and therefore when we have a hard rain it spills over into the soffit. This has caused a lot of rotting of the support materials and the soffit stucco is starting to crack and come off. This is not only an eye sore for the downtown community but also a risk to pedestrians that are walking down the sidewalk.

The improvements will not only be engineered to fix the water issue and repair all structural issue, but also beautify the street to all that drive downtown or get out to stroll around.

Multiple horizontal lines for additional text input.

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

~~This issue that we are addressing has been an issue for many years. The different members of the association have never had enough funds to fund the project and have kept putting it off for years. when we were made aware of the chance for the city to help with a grant the association finally had hope of being able to deal with this issue. If it wasn't for this support from the city I don't know how we would have ever gotten everyone together to make this happen.~~

~~The total project cost is estimated to be around \$60,000. WE currently have \$20,000 in reserves. Our understanding of the Grant terms is that we must pay for the full amount and then get reimbursed up to \$25,000 from the city. we have access to a short term bridge loan to cover the initial cost of the project. But it is only for 6 months so we have to have the loan paid in full after it is completed. If the city contributes \$25k then the remaining balance will be about \$15k. The association had agreed to do an assessment to each owner to pay off the remaining balance. I believe this creates a win-win for all involved.~~

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

~~we have also established a reserves fund to keep building for the next time the façade needs to be repainted. If it was just painting and we didn't need to rebuild the poorly engineered soffit then we would have corrected the issue years ago.~~

5. Current Number of Employees: Full-Time _____ Part-Time _____ Contract _____
Number of Employees (Post Project Completion) Full-Time _____ Part-Time _____
Contract _____
Number of Construction Workers for Project: _____ 6-7 per day

Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
1. Remove a small section of the fascia/soffit over 75 N Orlando for engineering, evaluation and construction rebuild mythology.		\$
2. Secure all necessary engineering and permits from the City of Cocoa Beach.		\$
3. Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.		\$
4. Secure the work area from pedestrian, remove fascia/soffit in sections as needed.		\$
5. Remove-Demo the old fascia/soffit and old framing in sections, including gutters and gutter framing going back to structure. Clean up area as removal of fascia/soffit as the work progresses.		\$
6. Build new framing for new fascia/soffit, with galvanized or stainless-steel fasteners. Secure City of Cocoa Beach inspection.	Provide engineering review and evaluation.	\$
7. Install new exterior siding, dins-glass and trim, with galvanized or stainless-steel fasteners.		\$
8. Repair gutter framed areas.		\$
9. Repeat items 4, 5, 6, 7 and 8 in section.		\$
10. Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.		\$
11. Prim and paint new fascia/soffit and gutter repaired work area only. Color by owners.		\$
12. Clean project daily and removal of all demolition debris		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget	Grant, Reserve, Loan	\$ 58,486.00

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.

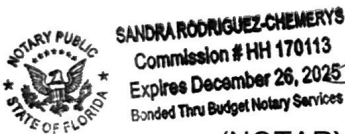
[Handwritten Signature]

Signature of Applicant

4/17/24
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 17 day of April, 2024, by Nicholas Pasternack (name of person acknowledging).



[Handwritten Signature]
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

Personally Known OR Produced Identification
Type of Identification Produced (Name of Notary Typed, Printed, or Stamped)

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent





CAFE

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Paolene Manning, owner and/or authorized representative of Endless Summer Tattoo, also commonly known as EST, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by AB Enterprises LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 5 day of MARCH. Authorized Signature: Paolene Manning

SIGNED AND SWORN TO before me

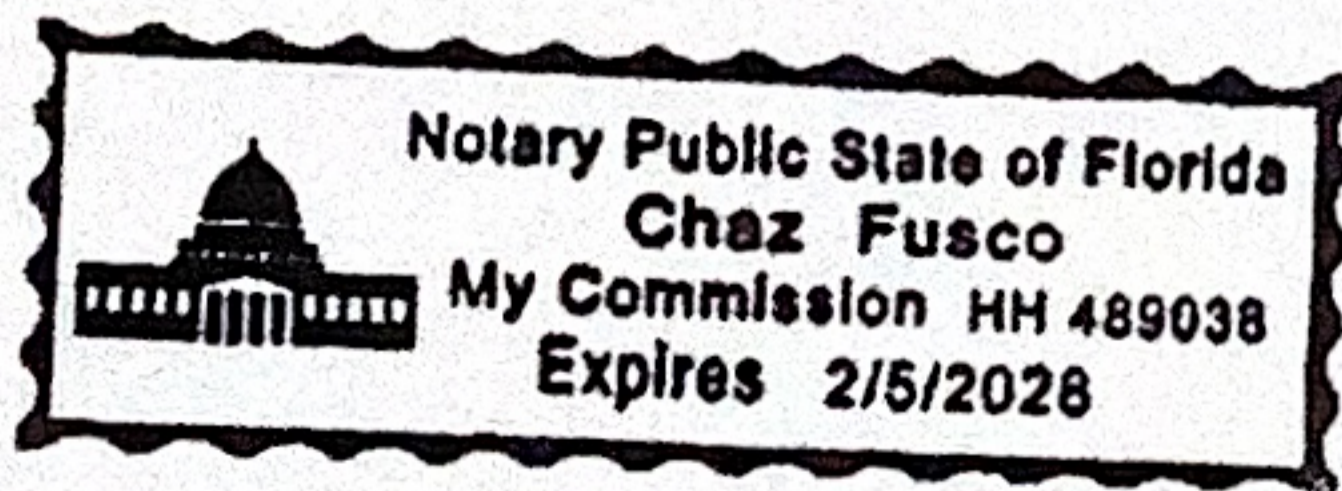
This 5 day of MARCH by 2024.

NOTARY SEAL:

Chaz Fusco

Notary Public, State of Florida

My commission expires: 2/5/2028



ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Suzanne Rieny, owner and/or authorized representative of Lovell Corp also commonly known as Manley, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Auto Assoc., the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 17th day of April. Authorized Signature: Suzanne Rieny

SIGNED AND SWORN TO before me

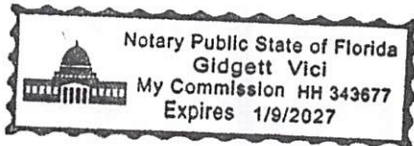
This 17th day of April by Suzanne Rieny

NOTARY SEAL:

Gidgett Vici

Notary Public, State of Florida

My commission expires: 01/09/2027



ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Nicholas Pastermack, owner and/or authorized representative of P235 LLC, also commonly known as P235 LLC, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Cocoa Beach Office, the tenant and/or business owner. Condo Association

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 17 day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 17 day of April by _____.

NOTARY SEAL:

[Signature]
Notary Public, State of Florida

My commission expires: 12-26-25



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services



Coastal home Remodeling Inc
 435 Angelo Ln.
 Cocoa Beach Fl 32931
 321-626-7479

Estimate

Number **E337**

Date **10/26/2023**

Bill To

Nick Pasternack
 Juice N Java
 321-591-8851
 75 N Orlando Ave
 Cocoa Beach, Fl, 32931
 Brevard

Description	Amount
(FACADE REVITALIZATION PROJECT)	
(Demo)	
(1) Remove existing sheathing from facade and wall pillars	
(2) Remove existing gutter and drainage system	
(3) Clean framing of all nails and remove all debri from worksite	
	\$48,000.00
(4) Install new 8" box gutter and 4" pvc drain system	
(5) Install new smooth finish James Hardi board siding with stainless steel fasteners on facade and pillars	
(6) Trim all siding work with 1x2 and 1x4 trim boards	
(7) Cualk all siding with Dap Dyna-Flex 230 cualking	
(8) Paint facade with two coats of Sherwin Williams Paint	
	\$2,675.00
If acceppted a 30% Deposit on signing and balance due on completion	
Contractor _____	
Owners _____	



Coastal home Remodeling Inc
 435 Angelo Ln.
 Cocoa Beach Fl 32931
 321-626-7479

Estimate

Number E337

Date 10/26/2023

Bill To

Nick Pasternack
 Juice N Java
 321-591-8851
 75 N Orlando Ave
 Cocoa Beach, Fl, 32931
 Brevard

Description	Amount
***** Additional cost could occur once opened for framing work *****	

Amount Paid \$0.00

Amount Due \$50,675.00

Total \$50,675.00

Vision Home Solutions LLC
 4232 Brantley Cir
 Rockledge, FL 32955 US
 321-480-2823
 visionhomesolutionsllc@gmail.com



Estimate

ADDRESS

Molly Pastermack
 75 N Orlando Ave.
 Cocoa Beach FL 32931

ESTIMATE # 1573
DATE 11/08/2023

ACTIVITY	DESCRIPTION	AMOUNT
Exterior Painting	Pressure washing of walls Caulking around windows and cracks in walls where needed. Priming and Painting walls, front façade and columns.	8,500.00

* This price includes labor and materials, unless otherwise indicated.
 * A 30% deposit is required at start of job.
 * This is an estimate for the work to be performed. Any changes due to unforeseen conditions or circumstances will be reflected in an adjustment of the final price.
 * We will not be held responsible for damage resulting from substandard work from prior contractors.
 * Thank you for considering Vision Home Solutions!

SUBTOTAL	8,500.00
TAX	0.00
TOTAL	\$8,500.00

Accepted By

Accepted Date

ESTIMATE



Prepared For

Nick Pastermack
75 N Orlando Ave
Cocoa Beach
(321) 591-8551

Construct-It Inc. CGC1525451

125 E. Merritt Island Causeway , Suite 107 #410
Merritt Island, Florida 32952
Phone: (321) 626-0213
Email: stacy@constructitfl.com
Web: www.constructitfl.com

Estimate # 2049
Date 12/07/2023

Description **Total**

Mobilization \$6,500.00

Over Hang Repars \$116,000.00

Demo existing over fascia box framing sheathing
Demo existing damaged box framing around down spouts install denz glass
Rebuild box framing around down spouts
Install new denz glass to areas where sheathing had been removed
Apply a blue bounding agent to all areas of building
Skim stucco coat to all building with a sanded finished
Seal along front side and where repairs where made
Prime
Paint two coats (client chooses color)



Black Gutters \$19,480.00

Install new Industrial/ structural gutter system along front side and side of building all stainless fasteners

All down spouts will be over size and attached to building with stainless fasteners

Subtotal	\$141,980.00
Total	\$141,980.00

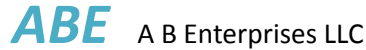
Please note, Construct-It, Inc. does not accept wire transfers for most work. If you receive a wire transfer request from what you think is our company, please call the office directly. THANK YOU

CGC1525451- - - - EST2016

By signing this document, the client agrees to the services and conditions outlined in this document. When invoiced payment must be rendered.

Any environmental concerns will be the owner's responsibility.

All estimates are good for 30 days. Thereafter estimate is subject to change without notice. Prices and terms on this quotation are not subject to verbal changes. We do not typically accept wire transfers. If you are asked to wire money to Construct-It, Inc., please call our office directly at 321-626-0213.



627 Adams Ave. Cape Canaveral FL. 32920,
License: General Contractor FL. CGC 032922, CA. 819034

2-2-24

Cocoa Beach Office/Retail Condo Common Area

Parcel ID 25-37-11-DB-100-24. XA

N. Orlando Ave.

Cocoa Beach FL 32931

Nick Pester Mack 321-591-8551 lglpkiwins@gmail

Proposal: Removal of the front fascia/soffit and replace/build new flat fascia, west fount side of structure 150 L. Ft., at above stated office retail Condo common area.

Scope of work:

1. Remove a small section of the fascia/soffit over 75 N Orlando for engineering, evaluation and construction rebuild mythology.
2. Secure all necessary engineering and permits from the City of Cocoa Beach.
3. Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.
4. Secure the work area from pedestrian, remove fascia/soffit in sections as needed.
5. Remove-Demo the old fascia/soffit and old framing in sections, including gutters and gutter framing going back to structure. Clean up area as removal of fascia/soffit as the work progresses.
6. Build new framing for new fascia/soffit, with galvanized or stainless-steel fasteners. Secure City of Cocoa Beach inspection. Provide engineering review and evaluation.
7. Install new exterior siding, dins-glass and trim, with galvanized or stainless-steel fasteners.
8. Repair gutter framed areas.
9. Repeat items 4, 5, 6, 7 and 8 in section.
10. Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.
11. Prim and paint new fascia/soffit and gutter repaired work area only. Color by owners.
12. Clean project daily and removal of all demolition debris.

Total proposal cost: \$ 58,486.00

This project is limited to the scope of work as outlined above and the 2 renderings provided, attached. The work outlined in the above cost estimate is based on physical observations of existing conditions. No additional work will be performed without authorization from the Association. If the work requires less than anticipated cost based on surface conditions a credit/deduction in budget cost estimate will be forthcoming to the Association. This cost estimate is based on performing all the work outlined in above proposal. General administrative, Engineering and permit cost have been calculated accordingly. **Please**

note, in the past on some of the repairs and or replacement projects, we have found additional damage, which can require other support framing needed behind the planned work outlined. when we do find additional work we notify the association, City of Cocoa Beach and the engineer, secure inspections-engineering and cost estimate if any work is required outside the work scope above.

Arthur Berger GC

Arthber1@aol.com 321-446-8092









ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Sarah McKay, owner and/or authorized representative of 63 N. Orlando Ave., also commonly known as Beach Beach, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive facade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the facade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 16th day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me This 16th day of April by Sarah McKay.

NOTARY SEAL: [Signature]

Notary Public, State of Florida My commission expires: 4/13/26



ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Paolene Manning, owner and/or authorized representative of Endless Summer Tattoo, also commonly known as EST, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by AB Enterprises LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 5 day of MARCH. Authorized Signature: Paolene Manning

SIGNED AND SWORN TO before me

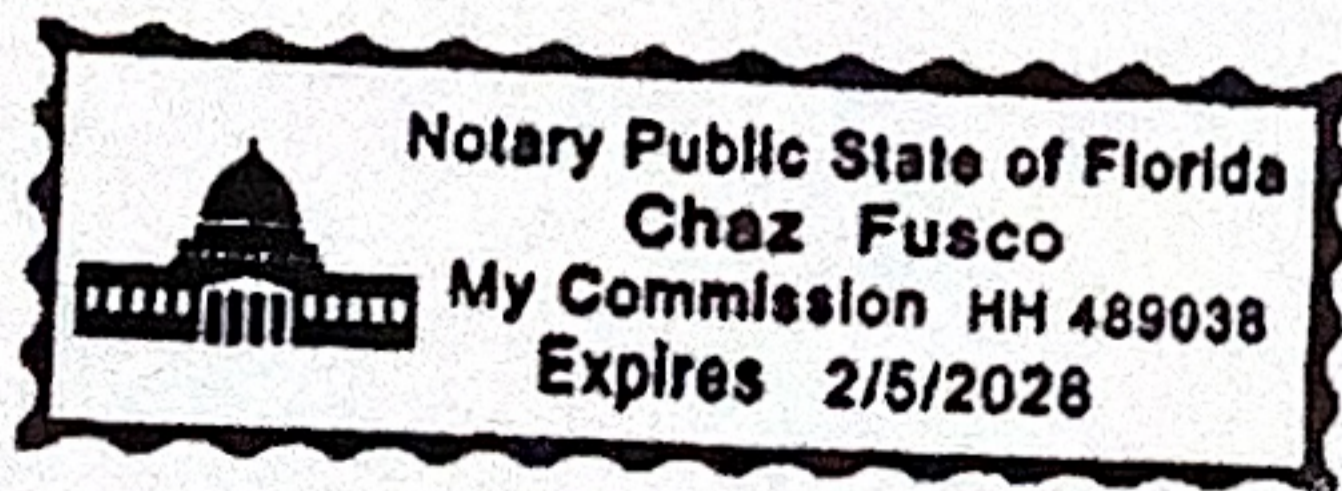
This 5 day of MARCH by 2024.

NOTARY SEAL:

Chaz Fusco

Notary Public, State of Florida

My commission expires: 2/5/2028



ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Suzanne Rieny, owner and/or authorized representative of Lanier Corp also commonly known as Manley, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Auto Assoc., the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 17th day of April. Authorized Signature: Suzanne Rieny

SIGNED AND SWORN TO before me

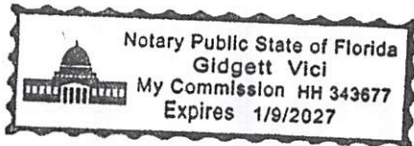
This 17th day of April by Suzanne Rieny

NOTARY SEAL:

Gidgett Vici

Notary Public, State of Florida

My commission expires: 01/09/2027



ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Nicholas Pastermack, owner and/or authorized representative of P235 LLC, also commonly known as P235 LLC, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Cocoa Beach Office, the tenant and/or business owner. Condo Association

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 17 day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 17 day of April by _____.

NOTARY SEAL:

[Signature]
Notary Public, State of Florida

My commission expires: 12-26-25



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32935, hereinafter referred to as the "CRA", and Nick Pastermack and Cocoa Beach Office Condominium, the owners of the properties at 61,63,69,71,73, and 75 N Orlando Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program consistent with the CRA Redevelopment Plan; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 61,63,69,71,73, and 75 N Orlando Avenue, identified by the Brevard County Property Appraiser through Parcel Numbers 25-37-11-DB-100-24.05, 25-37-11-DB-100.24.04, 25-37-11-DB-100-24.03, 25-37-11-DB-100-24.02, 25-37-11-DB-100-24.01 and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this agreement, the GRANTEE must complete or cause to be completed

the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being

constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Thirty Thousand Dollars (\$ 30,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the property in the amount of any such Judgement.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, the venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any

appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts set forth herein and shall survive termination or nation termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:	City of Cocoa Beach Downtown Community Redevelopment Agency Attn: City Manager 1600 Minutemen Cswy. Cocoa Beach, FL 32931
------	--

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

City of Cocoa Beach Community Redevelopment Agency Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Devan Taly, CRA Administrator

MEETING DATE

June 6, 2024

REQUESTED MOTION/ACTION

Discuss and Approve the Commercial Visual Improvement Program Grant for Juice N Java Cafe located at 75 N Orlando Ave

Staff Representative: Devan Pritts, Project/Grant Coordinator & CRA Administrator

Recommendation: Approve

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Funds are budgeted. Remaining funds left are \$150,000.

BACKGROUND:

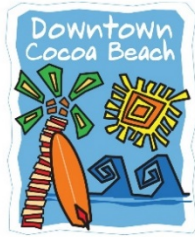
Juice N Java Cafe is requesting funds from the Commercial Visual Improvement Program Grant to build a new facade on the north side of the building structure. This new facade will consist of painting, installing shade structures, new signs, and installing new landscaping. The applicant states the estimated total cost of this project will be \$41,329. This CRA grant policy states a 50% match with a maximum contribution of \$25,000. The city staff is requesting approval from the City Commission for this project at the standard policy 50% match with a maximum contribution of \$25,000.



Before



After



Community Redevelopment Agency (CRA) Commercial Visual Improvement Program Overview

PROGRAM DETAILS

COMMERCIAL VISUAL IMPROVEMENT PROGRAM (CVIP):

- Designed to help reduce urban blight.
- Serves as a catalyst for improvements to other nearby properties Helps bring properties up to City code standards.
- Provides financial assistance for significant exterior improvements. (For example, painting alone would not be sufficient.) Interior improvements are not eligible.
- Rebates 50 percent — up to a maximum CRA contribution of \$25,000 — of a project's renovation/ upgrade hard construction costs.
- A match of up to \$15,000 on a project valued at least \$30,000 can be approved administratively.
- Projects valued over \$30,000 requesting matching above the \$15,000 limit, up to the CRA Contribution match of \$ 25,000 maximum must go to the CRA Board for approval.
- Owner must pay for soft costs, including architect, engineer, permitting, etc... These costs are not reimbursable.
- Funding is available annually on a first-come, first-served basis. Once all fiscal-year funds have been expended, no further applications for that year will be accepted.

TIME FRAME:

- Application process takes approximately 60 calendar days once all necessary documents and materials are received from the applicant.
- All projects receiving CVIP funds must be completed within 180 calendar days of the date application is approved by City of Cocoa Beach Community Redevelopment Agency (CRA) projects not completed within the specified 180 days forfeit all approved and allocated CVIP funds.
- Final grant amounts will be determined within 30 days after the project is deem complete by CRA staff. Grant amounts approved during the application process are subject to change if changes are made to the project.
- Reimbursement of funds takes approximately 30-60 calendar days once copies of all paid invoices, cancelled checks and photos of completed project, are received. (The CRA reserves the right to pay applicant in one lump sum or installments.)

PROPERTY/BUSINESS REQUIREMENTS:

- Located within the Community Redevelopment Area.
- Must be zoned TC-Towncenter or CR-Cottage Row.
- Must be commercial (non-residential) or mix-use.

- Property with multiple retail tenants and/or vacant store fronts are considered on a case-by-case basis.
- Visible from a street, sidewalk, or public right-of-way.
- Free of all mechanic's liens.
- No residential uses are eligible for this program.
- Must pay ad valorem taxes on the property.
- Work must result in a combination of significant exterior visual improvements. Examples: façade upgrades; parking facilities; matching signage; painting; lighting; new or repaired/replaced windows, doors, and awnings; window tinting; improved entryways; extensive cleaning; exterior security systems; and external improvements required to bring a building/property up to code.

REQUIREMENTS:

- Permanent landscaping may be covered in this program but must comply with city codes and ordinances and be consistent with any development plans adopted by the CRA. (Check with the city's Planning and Development Department at 321-868-3200 or planning@cityofcocoabeach.com before submitting CVIP application forms.)
- Additions and expansions to buildings that will benefit the overall appearance of the property may be eligible.
- Demolition of obsolete structures or signage improvements may apply when undertaken as part of an overall renovation project.
- Work such as HVAC installation/replacement and roof repairs do not apply unless they are done in conjunction with substantial exterior visual improvements.
- Funds may not be used for working capital, purchasing property, equipment or inventory acquisition, and/or refinancing of existing debt or private funding.

INELIGIBLE PROPERTIES:

- Single-family residential properties.
- Multifamily residential properties not part of a mixed-use development.
- Properties or projects not meeting eligibility requirements.
- Businesses prohibited by the City of Cocoa Beach.

APPLICANT REQUIREMENTS:

- No corporate or personal bankruptcy proceedings within the past five years.
- No past-due federal, state, county, or City of Cocoa Beach tax bills.
- No past-due bills or debts to the City of Cocoa Beach or the CRA.
- Show proof of a current city of Cocoa Beach Business Tax Receipt for both the property owner and tenant.
- Supply copy of property owner's deed.
- If landlord, provide current tenant list and/or leasing plan.
- If a tenant, supply a lease with at least five years occupancy remaining.
- If tenant, provide signed and notarized copy of CVIP Real Property Owner Consent form.
- Make brief presentation at a CRA Advisory Committee meeting. It is preferable that

the owner attends, but a knowledgeable owner's representative may also make the presentation, as well as accompany an owner.

- Receive CRA Advisory Committee approval before beginning work. Any work started prior to this approval will be the applicant's responsibility.
- Applicant must apply for and be issued a city building permit before commencing renovations or new construction, if applicable.
- Complete all improvements within 180 days of CRA Governing Board approval.
- Prior to receiving matching contribution, submit all paid invoices, cancelled checks and photos of completed project. (The CRA reserves the right to refuse payment for any change orders not authorized prior to construction commencement).
- Maintain and sustain improvements.

APPLICATION CHECKLIST:

All information included in this checklist must be submitted to the CRA staff before they can begin the process:

- ✓ All documents signed by person certified as one of company's principals. List of proposed improvements with estimated project costs
- ✓ Notarized & signed CVIP Real Property Owner Consent form (Landlord completes if not owned by the applicant)
- ✓ Copy of current city of Business Tax Receipt for property owner and tenant Copy of property owner's deed
- ✓ If a tenant, lease with at least five years occupancy remaining Landlord's current tenant list or leasing plan, if applicable Completed W-9 form
- ✓ All applicable contractor bids.
- ✓ High-quality "before" images of property from all sides/angles * High-quality images of renderings of proposed project *
- ✓ Three written contractor bids for all work being done or justification for why only one bid submitted.

* Please send three to four separate high-resolution jpegs of "before" photos and a few separate high-resolution jpegs of your "after" renderings. These are needed for the PowerPoint presentation we will put together for you when you make your presentation to the CRA Board.

**Commercial Visual Improvement Program Application
City of Cocoa Beach Community Redevelopment Agency
APPLICANT INFORMATION**

Applicant's Name: Nicholas Pastermack

Applicant's Corporate Name: Salty Vida LLC

Applicant's Corporate Business Address: 75 N Orlando Ave Cocoa Beach FL

Name of Business at Project Address: JNJ Cafe

Applicant's City of Cocoa Beach Business Tax Receipt #: BTR-24-93

Federal Tax ID Number or Social Security Number: 88-3871971

Applicant's Phone Numbers: (321) 784-4044 Business 321-591-8551 Cell

Applicant's Email Address: lg1pkilwins@gmail.com

Is Applicant the property owner or a tenant proposing the façade improvements? Owner
 Tenant

PROPERTY INFORMATION

Property Owner's Name: Nick Pastermack

Property Owner's Mailing Address: 4375 Still water Dr

Property/Project Address: 75 N Orlando Ave

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: _____ Option to Extend: Yes No How Long: _____ Years

Property Manager: _____ Phone: _____ Email _____

1. Is the proposed project located in the current CRA? Yes No

Total Applicant Funds: \$50,000 Total Anticipated Grant Request: \$20,664

1. Please provide a description of the Proposed Improvements. **Please Attach a site plan, renderings, and/or elevations of the proposed improvements. (APPLICATIONS WILL NOT BE ACCEPTED WITHOUT RENDERINGS, SITE PLANS, AND/OR ELEVATIONS)**

Scope of work:

~~Provide engineering and construction mythology and to build new fascia/soffit north side of building structure between columns. Provide finish painting on the north side surface of the building~~

~~Total proposal cost. \$ 18,586.00~~

~~Project Description: Install 3 shade sails to provide shade and ambience to the side area of the café. This will provide a shaded and cleaner look for guest to sit outside and enjoy the ocean breeze while dining.~~

~~Cost: \$9,045~~

~~Install new pylon sign at the corner of 1st st North and N. Orlando Ave.~~

~~Cost: \$4,698.50~~

~~Landscaping: Install new permanent planters around seating area and other parts of the building. Planters, soil, mulch, stone, and plants.~~

~~Cost: \$9,000~~

~~Total: \$41,329.50~~

2. Please describe the extent to which the existing building or on-site improvements are substantially dilapidated.

~~The outside soffit on the building is cracked and falling off the building. There is wood rot under the stucco that needs to be replaced. The paint is fading and needs to be redone on the exterior of the building.~~

~~The sign by the road is faded and needs a refresh with new electrical providing illumination.~~

~~The landscaping around the building is old and not very appealing. we intend to improve the look while providing better safety for our customers with the planters.~~

3. Please describe how you propose to maximize the leveraging of Redevelopment Agency funds through the funds you intend to contribute and how there are no other reasonable means of financing available to fully fund the desired improvements.

~~Downtown is in desperate need of improvement to the visual appeal, functionality of space, and attraction of the walking space for the area. We have just borrowed money to improve the inside of Juice n Java and now would like to improve the outside of the space. If we have to wait till we pay off the existing loan it will probably take a couple of years to recoup and be prepared to pay for the next project.~~

The funds offered in the grant program will move the time frame up for these improvements by 2-3 years.

4. Please describe how you intend to maintain the improvements during the useful life of the improvements.

Once the infrastructure is in place we will be able to paint and refresh as needed. ~~The sun shade will also protect from the suns damage to the building, table and chairs, and the planters.~~

~~These sun shades will be need to be replaced every 5 or so years. But once we have the poles and fixtures in place we will be able to replace the shades as needed from fading and deterioration.~~

5. Current Number of Employees: Full-Time⁶ _____ Part-Time¹⁰ _____ Contract _____

Number of Employees (Post Project Completion) Full-Time⁸ _____ Part-Time¹² _____

Contract _____

Number of Construction Workers for Project: ⁶ _____

Current and/or Projected Wages for Employees: (please attach as a spreadsheet)

TOTAL PROJECT BUDGET (Estimated)

Use of Funds (Activity)	Source of Funds	Estimated Cost
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$ 41,329.50

The rest of this page is intentionally left blank.

The Applicant acknowledges that the Visual Improvement Program (CVIP) will not pay for work, which has been commenced prior to the award of a CVIP grant as evidenced by an executed CVIP Agreement. Any work started prior to the execution of the Agreement shall be the Applicant's responsibility. Furthermore, the Applicant acknowledges that the CRA Board must approve the application and a corresponding CVIP Agreement prior to the award of any CVIP grant. The applicant also acknowledges that it must expend its matching contribution prior to any reimbursement of Agency CVIP Grant Funds.

[Handwritten Signature]

Signature of Applicant

4/17/24
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 17 day of April, 2024, by Nicholas Pasternack (name of person acknowledging).



SANDRA RODRIGUEZ-CHEMERYS
Commission # HH 170113
Expires December 26, 2025
Bonded Thru Budget Notary Services

[Handwritten Signature]
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

Personally Known OR Produced Identification
Type of Identification Produced _____
(Name of Notary Typed, Printed, or Stamped)

LIST OF ATTACHMENTS FOR FINAL APPLICATION/CVIP AGREEMENT

LIST OF ATTACHMENTS

Attachment "1"	Legal Description of the Property
Attachment "2"	Proof of Ownership or Leasehold Interest
Attachment "3"	Form of Façade Easement Deed & Building Façade Maintenance Agreement
Attachment "4"	Scope of work and tentative schedule of improvements
Attachment "5"	CVIP Real Property Owner Consent

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, Nicholas Pasternack, owner and/or authorized representative of Salty Vida, also commonly known as Juice N' Java, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by Salty Vida, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the City of Cocoa Beach will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the County Clerk of Courts Office of Brevard County, Florida Records for a period of 5 years. The property owners and/or business owners will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATE this 17 day of April. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 17 day of April by _____.

NOTARY SEAL:

[Signature]
Notary Public, State of Florida

My commission expires: 12-26-25



CITY OF COCOA BEACH
2 SOUTH ORLANDO AVENUE
P.O. BOX 322430
COCOA BEACH, FL32932

BUSINESS TAX RECEIPT & CERTIFICATE OF USE



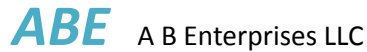
Expires: September 30, 2024

Business Name : Salty Vida LLC DBA Juice N Java Cafe
Location addr : 75 ORLANDO AV N 1
Lic Nbr/Class : BTR-24-93
Issue date : March 28, 2024
Lic Fee : \$166.00
Penalty :
Total : \$166.00
Description : coffe shop and cafe
Comments : SEA1505871

Salty Vida LLC DBA Juice N Java Cafe
4375 Still Waters Dr
Merritt Island FL 32952

*Upon a change of ownership or location, Business
Tax Receipt should be transferred within 10 days.*
Development Services Department
321.868.3358

Official document, display business tax receipt in a conspicuous place



627 Adams Ave. Cape Canaveral FL. 32920,
License: General Contractor FL. CGC 032922, CA. 819034

3-21-24

Cocoa Beach Office/Retail Condo Common Area

Parcel ID 25-37-11-DB-100-24. XA

N. Orlando Ave.

Cocoa Beach FL 32931

Nick Pester Mack 321-591-8551 lglpkiwins@gmail

Proposal: Install build new fascia/soffit, flat fascia, north side of structure approx. 65 L. Ft., at above stated office retail Condo common area.

Scope of work:

1. Provide engineering and construction mythology to build new fascia/soffit north side of building structure between columns.
2. Secure all necessary engineering and permits from the City of Cocoa Beach.
3. Secure all needed Materials, fabrication, and equipment as needed to perform the work as outline.
4. Secure the work area from pedestrian, remove fascia/soffit in sections as needed.
5. Provide and install flashing under and behind the gutters.
6. Under the gutters between the columns build new framing going out to the edge of the columns structure minus the dins-glass and stucco approx. 1 in.
7. Build new framing for new fascia/soffit, with galvanized or stainless-steel fasteners. Use galvanized or stainless-steel fasteners and PT wood.
8. Secure City of Cocoa Beach inspection. Provide engineering review and evaluation.
9. Install new exterior siding, dins-glass, with galvanized or stainless-steel fasteners.
10. Existing gutters to remain.
11. Install exterior synthetic stucco, sand paper finish. Allow stucco to cure.
12. Prim and paint new fascia/soffit. Color by owners.
13. Clean project daily and removal of all demolition debris.

Total proposal cost: \$ 18,586.00

This project is limited to the scope of work as outlined above and the 2 renderings provided, attached. The work outlined in the above cost estimate is based on physical observations of existing conditions. No additional work will be performed without authorization from the Association. If the work requires less than anticipated cost based on surface conditions a credit/deduction in budget cost estimate will be forthcoming to the Association. This cost estimate is based on performing all the work outlined in above proposal. General administrative, Engineering and permit cost have been calculated accordingly. **Please**

note, in the past on some of the repairs and or replacement projects, we have found additional damage, which can require other support framing needed behind the planned work outlined. when we do find additional work we notify the association, City of Cocoa Beach and the engineer, secure inspections-engineering and cost estimate if any work is required outside the work scope above.

Arthur Berger GC

Arthber1@aol.com 321-446-8092







Shade Solutions by JK Studio Designs, Inc.
2050 N. Tropical Tr.
Merritt Island, Florida 32953
(321) 431-9672
email: jkstudiodesigns@aol.com
www.shadesolutionsfl.com

Shade Sail & Canopy Awning Proposal

Prepared For:
Mr. Nick Pastermack 321-591-8551
Juice 'N Java Café
75 N. Orlando Ave.
Cocoa Beach, Florida 32931

Date: October 25, 2023

Project Description: Install 1 or more shade sails to provide shade and ambience to the side area of the café. Two 12' aluminum posts will be concreted into the ground to provide 9' of sail height, with the first post located at the front left corner of the building at a distance of 15' from the side wall of the building. The second post is located 35' to the east also 15' from the building wall. Two or more attachment points will be located along the wall of the building at an approximate height of 9'. In addition, a canopy awning to be installed over the side serving window to provide shade/ weather control.

Fabric Choice: To be selected among gray for rectangular shade sail and black for accent shade sails. Canopy awning to be in black.

Installed Prices: (Not including engineering, permitting or freight charges)

1 Rectangular shade sail and two triangular shade sails: \$8067

1 window canopy awning: \$978

Total: \$9,045

Special Instruction: Included in price is marine grade, stainless steel hardware: cabling, bow shackles and turnbuckles, eye bolts.

All systems require 50% deposit at the time of order placement, with the balance due the day of installation. Credit Card can be used for one-half of the project, with check or Zelle for the remainder. Allow approximately 2 weeks for products to arrive from the factory. Shade Solutions will call to arrange a convenient installation date/time.

Deposit Placed: Check or Credit Card #

Received By:

Homeowner:

Balance:

**CITY OF COCOA BEACH
COMMUNITY REDEVELOPMENT AGENCY
COMMUNITY VISUAL IMPROVEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is made by and between the City of Cocoa Beach Community Redevelopment Agency, 1600 Minutemen Cswy, Cocoa Beach, Florida 32931, hereinafter referred to as the "CRA", and Nicholas Pastermack, the owner of the property 75 N Orlando Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program consistent with the CRA Redevelopment Plan; and

WHEREAS, the purpose of the Program is to revitalize the community by helping to facilitate property renovation in the area; and

WHEREAS, the Property Owner authorized the GRANTEE to file an application with the CRA, as required by the Program, seeking to renovate the property which it leases that is located within the boundaries of the CRA; and

WHEREAS, the CRA has determined that the application is complete and that the GRANTEE meets the requirements of the Program; and

WHEREAS, the CRA desires to provide funding to the GRANTEE pursuant to the Program as set forth hereafter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPERTY

The Property Owner is the owner of the property located at 75 N Orlando Avenue, identified by the Brevard County Property Appraiser through Parcel Number 25-37-11-DB-100-24.01 and has authorized the GRANTEE to apply for a grant related to the Property. The Property is located within the City of Cocoa Beach Community Redevelopment Agency boundary.

SECTION 3. OBLIGATIONS OF THE PARTIES

A. GRANTEE

1. Within One Hundred Eighty (180) days after the execution of this agreement, the GRANTEE must complete or cause to be completed the construction work on its project as set forth in the application approved by the CRA and/or the City of Cocoa Beach or any required

City of Cocoa Beach permits (project). Any and all project documents submitted to the CRA and the City of Cocoa Beach are incorporated herein by this reference; however in the event of a conflict between the terms and conditions of this agreement and the project documents, the terms and conditions of this agreement shall prevail.

2. It is agreed and understood that the GRANTEE shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision and any and all other items or services, of any type whatsoever, which may be necessary to fully complete the project.
3. It is agreed and understood that the GRANTEE and its contractor(s) shall be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to properly and fully complete the Project.
4. The GRANTEE expressly agrees and understands that neither the CRA no the City of Cocoa Beach shall have any responsibility or liability, whatsoever, stemming from its agreement to provide partial funding for the project.
5. The GRANTEE shall ensure that the Project is completed by a contractor(s) who possess the required federal, state, and local certifications and/or licenses, including a valid business tax receipt, or as otherwise required to successfully complete the project.
6. The GRANTEE shall further ensure that the Project is completed in accordance with all laws, ordinances, judicial decisions, orders, and regulations of any federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
7. Upon completion of the project the GRANTEE shall submit its certification of occupancy, or other notice of the Project completions, photos of the completed work, all invoices issued for the project, proof of payment in full and any and all other reasonably requested documentation to the CRA.
8. The Property Owner and the GRANTEE shall maintain, with no substantial changes, subject to normal wear and tear, the Project improvements for a period of 5 years unless otherwise agreed by the CRA. If the Property Owner and/or GRANTEE fail to maintain the Project improvements for a period of 5 years, GRANTEE shall reimburse the CRA for all grant monies expended hereunder.
9. During construction for the Project, the GRANTEE/Property Owner shall maintain a sign on the Property indicating sponsorship by the CRA, and the City of Cocoa Beach pursuant to the Program.
10. At times relevant to the Agreement, the GRANTEE/Property Owner shall maintain general liability insurance, in the amounts acceptable to the CRA, to protect the Property upon which the project is being constructed.

B. CRA

1. Upon receipt of the appropriate documentation related to completion of the Project and proof of payment in full, the CRA shall determine the amount of the Grant.
2. Within thirty (30) days after the grant amount has been determined, the CRA shall remit payment to the GRANTEE in an amount not to exceed Twenty-Five Thousand Dollars (\$ 25,000) for up to fifty percent (50%) of the total eligible construction costs.

SECTION 4. ERRORS IN DISBURSEMENT

GRANTEE expressly understands and agrees that it will immediately reimburse the CRA for any amounts disbursed in error or are in excess of the grant amount permitted by the program.

SECTION 5. CONSENT TO LIEN

In the event the CRA is forced to maintain a cause of action against the GRANTEE and/or Property Owner for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the Property Owner and GRANTEE hereby consent to an automatic lien against the property in the amount of any such Judgement.

SECTION 6. ENTIRE AGREEMENT

This agreement, including, referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 7. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, the venue shall lie in Brevard County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding, or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 8. RELATIONSHIP OF THE PARTIES

This agreement does not create or should in any way be construed as creating or establishing a partnership, joint venture, or any other form of legal association between the parties, nor shall the GRANTEE be considered an agent or representative of the CRA or the City of Cocoa Beach for any purpose whatsoever.

SECTION 9. INDEMNIFICATION

The GRANTEE agrees to be liable for any and all damages, losses, and expenses incurred, by the CRA or the City of Cocoa Beach, caused by the acts and/or omissions of the GRANTEE, or any of its employees, agents, contractors, sub-contractor's representatives, volunteers or the like stemming from the Program and the Project or this Agreement. The GRANTEE agrees to indemnify, defend and hold the CRA and the City of Cocoa Beach harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the GRANTEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals stemming from the Program, the Project or this agreement. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage

amounts set forth herein and shall survive termination or nation termination of this agreement.

SECTION 10. BINDING EFFECT

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, personal representatives, successors and/or assigns.

SECTION 11. ASSIGNMENT

This Agreement shall only be assignable by the GRANTEE upon the express written consent of the CRA.

SECTION 12. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part term, or provision held to be invalid.

SECTION 13. WAIVER

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any covenant, term, provision or condition or right of election, but same shall remain in full force and effect.

SECTION 14. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for failure to perform due to acts of God, fire, flood, epidemic, labor dispute, civil commotion, terrorism, acts of government, other than the CRA, or any other cause or event beyond the control of and without the fault of either party. If such a force majeure event causes a delay in the GRANTEE's completion of the Project, the City Manager may administratively extend the 180 (one hundred eighty) day completion requirement for a length of time not to exceed 30 (thirty) days. In the event an extension greater than 30 days is necessary, such an extension must be granted by the CRA governing board.

SECTION 15. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CRA and the GRANTEE. All notices required and/or made pursuant to this Agreement to be given to the CRA and the GRANTEE shall be in writing and given by way of the United Postal Service, first class mail, postage prepaid, address to the following addresses of record:

CRA:	City of Cocoa Beach Downtown Community Redevelopment Agency Attn: City Manager 1600 Minutemen Cswy. Cocoa Beach, Fl 32931
------	--

GRANTEE:

Property Owner:

SECTION 16. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of the written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms and/or provisions of this agreement and any written Amendments(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 17. HEADINGS

All heading of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provision contained in such sections, exhibits, and attachments.

SECTION 18. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 19. ANTI-DISCRIMINATION

No discrimination based on race, religion, sex, age, or national origin will be permitted or authorized by CRA and/or the City of Cocoa Beach in connection with any aspect of the Program, the Project, or this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ day of _____, 2024.

City of Cocoa Beach
Downtown Community Redevelopment
Agency

Keith Capizzi, CRA Chair

ATTEST:

Karin Grooms
City Clerk

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

GRANTEE

GRANTEE NAME: _____

GRANTEE SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida

PROPERTY OWNER

PROPERTY OWNER NAME: _____

PROPERTY OWNER SIGNATURE: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of Physical presence or online notarization of _____ who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

Notary Public, State of Florida