



**Meeting Agenda
Thursday, August 1, 2024**

6:30 PM

REGULAR

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

WELCOME

- A. Call to Order
- B. Public Comment
- C. Staff Reports and Announcements
- D. Board Members Reports and Announcements
- E. New Business
 - 1. Approve Commercial Visual Improvement Program Grant Application for Coastal Market Cocoa Beach, LLC.
- F. General Public Comment
- G. Adjournment

City of Cocoa Beach Community Redevelopment Agency Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Manager /
Devan Taly, CRA Administrator

MEETING DATE

August 1, 2024

REQUESTED MOTION/ACTION

Approve Commercial Visual Improvement Program Grant Application for Coastal Market Cocoa Beach, LLC.

Staff Representative:

Recommendation:

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Item is budgeted \$95,000 funds remaining.

BACKGROUND:

City staff is requesting approval of a CRA facade grant for Coastal Market Cocoa Beach, LLC located at 35 N Brevard Ave. The applicant is requesting \$25,000 as the total project cost is \$50,000. This grant will help them beautify the parking lot by removing the currently worn out asphalt and replacing it with pavers. In addition, this will improve the water retention and drainage on the property. The applicant states the project should reach completion prior to fiscal year end.

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

APPLICANT INFORMATION

Applicant's Name: Mark Grainger

Applicant's Corporate Name: Coastal Market Cocoa Beach, LLC

Applicant's Corporate Business Address: 35 N Brevard Ave

Name of Business at Project Address: Coastal Market Cocoa Beach

Applicant's City of Cocoa Beach Business Tax Receipt #: BTR-24-70

Federal Tax ID Number or Social Security Number: 92-1656084

Applicant's Phone Numbers: 321-613-4663 Business 321-392-4122 Cell

Applicant's Email Address: coastalmarketcb@gmail.com

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

Tenant

PROPERTY INFORMATION

Property Owner's Name: Jennings Buchanan

Property Owner's Mailing Address: 1205 Samar Rd. Cocoa Beach

Property/Project Address: 35 N Brevard Ave

Alt Number(s): _____

Name of Tenant(s): _____

Lease Expiration Date: 12/21/28 Option to Extend: ___ Yes XX No How Long: ___ Years

Property Manager: _____ Phone: _____ Email _____

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

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

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)**

We propose to beautify the front of the business by removing the existing, worn out, faded, and failed asphalt parking lot and replacing with new, attractive, and aesthetically pleasing pavers. This will also much improve the water retention and drainage of the property.
Currently the lot is in bad shape. It retains water in large puddles, and is very ugly.
This improvement will help reduce urban blight. Hoperully it will serve as a catalyst for improvements to other properties in the area.

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

The current asphalt parking lot is crumbling, pot-holed, and eroding. It has a negative grade that ponds water in the middle of the parking area.

Contract 2

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
Remove asphalt and replace with pavers	Business capital + RDA Grant	\$ 50,000
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total Project Budget		\$ \$50,000

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

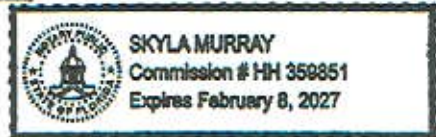
7/2/24
Date

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 2 day of July, 2024, by Mark Grainger (name of person acknowledging).

[Handwritten Signature: Skyla Murray]
(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 FLDL

ATTACHMENT "5"

CVIP Real Property Owner Co

STATE OF FLORIDA

COUNTY OF BREVARD

I, JENNINGS RUSSELL BUCHANAN, owner and/or authorized representative of OWNER, 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 COASAL MARKET, the COCOA BEACH 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 2 day of July, 24. Authorized Signature: [Signature]

SIGNED AND SWORN TO before me

This 2 day of July, 24 by Jennings Russell Buchanan

NOTARY SEAL:

Smurray

Notary Public, State of Florida

My commission expires: 02/08/27



N BREVARD AV





SPLTY

SISTERS

DR. WORLD

INTERIOR DESIGN REAL ESTATE

Sun Waters Studio

easy



SPLITV

SISTERS

BAR & ORISKAN

ANDREW HODDY REAL ESTATE

Sun Winters Studio

Sunday Yoga



COASTAL

RESTROOM

BENCH

Blue and white object on the ground









**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", Mark Grainger, hereinafter referred to as "GRANTEE" and Jennings Buchanan, 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 35 N Brevard Ave, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-80-107.A-10, 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 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, and waive the right to institute an action in Federal Court or remove any action to Federal Court 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