

Downtown Cocoa Beach Community Redevelopment Agency

5000 Tom Warriner Blvd, Cocoa Beach, FL 32931

www.cityofcocoabeach.com

Board of Commissioners Meeting

DATE and TIME: Thursday, February 01, 2024, 6:30 pm

LOCATION: Cocoa Beach Country Club

Community Redevelopment Agency (CRA) Members: Mayor Keith Capizzi (Chairperson), Vice-Mayor Jeremy Hutcherson, Commissioner Karalyn Woulas, Commissioner Joshua Jackson, Commissioner Skip Williams (Agency created by resolution No. 2009-28, Downtown Cocoa Beach Community Redevelopment Plan adopted by Resolution No. 2012-13).

A. MEETING CALLED TO ORDER

- Roll call

B. AGENCY BOARD COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

C. STAFF REPORTS AND ANNOUNCEMENT

D. CONSENT AGENDA

1. Approve September 19, 2023, CRA Meeting Minutes
Staff Representative: City Clerk's Office
Staff Recommendation: Approve

E. OLD BUSINESS

F. NEW BUSINESS

1. Approve the Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito
Staff Representative: Devan Taly, CRA Administrator
Staff Recommendation: Discuss and Approve

G. ANNOUNCEMENTS

H. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting pertaining to the CRA. Citizens will limit their comments to three (3) minutes. Per procedures, the Downtown Cocoa Beach Community Redevelopment Agency will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The Agency may schedule such items as regular agenda items and act upon them in the future.

I. ADJOURNMENT

RULES OF ORDER: Robert's Rules of Order and the Florida Sunshine Law govern conduct of meetings.

Appealing a Decision: Any person desiring to appeal any decision made by the Downtown Cocoa Beach Community Redevelopment Agency Board of Commissioners, with respect to any matter considered at such meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her expense as the CRA does not provide one.

American with Disabilities Act: ATTN: Persons with disabilities. In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TTY); or (800) 955-8770 (Voice); or 711.

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
September 21, 2023

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 6:30 P.M.

Roll Call

Members Present:

Commissioner Skip Williams
Commissioner Joshua Jackson
Commissioner Karalyn Woulas
Vice-Mayor Jeremy Hutcherson
Mayor Keith Capizzi

Administrative Members Present:

City Attorney Wade Vose
City Manager Robin Hayes
City Clerk Loredana Kalaghchy
Public Information Officer Karin Grooms
Chief Financial Officer Patrisha Draycott
Interim Deputy City Clerk Martha Horak
Development Services Director Tanja McCoy

AGENCY BOARD OF COMMISSIONERS REPORTS AND ANNOUNCEMENTS

There were no reports.

STAFF REPORTS AND ANNOUNCEMENT

There were no Staff reports.

NEW BUSINESS

1. Approve moving forward with the Community Redevelopment Agency Commercial Visual Improvement Program. The program operates as a Match-Grant program, meaning it provides funds to property owners to match their investment in significant exterior improvements. The CRA has allocated a budget of \$200,000 for this program.

Staff Representatives: Tanja McCoy, Development Services Director; Karin Groom, P.I. Officer

Staff Recommendation: Approve

City Attorney read the item.

MOTION BY WILLIAMS/WOULAS

I MOVE TO APPROVE.

Mr. Rick Anderson was in favor of the program stating that in his opinion it was effective. He suggested that the funding be applied to the downtown buildings. He also suggested that before granting funds that the City review and approve architectural and aesthetic improvements.

Mayor Capizzi pointed out that the City did not have requirements for the approval of architectural design. City Manager Hayes stated that the City was limited in reviewing architectural improvements.

Commissioner Williams pointed out that the City did not have a design based code. He stated that the CRA was authorizing up to \$200,000 for the Match-Grant Program in 2024 and it did not mean that the funds had to be spent.

Mayor Capizzi suggested including stipulations when approving such grants. He noted concern for creating too many regulations, and noted that a common theme could be encouraged without creating

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

cookie cutter projects. He also suggested that the process to apply for the grants be made easy.

City Manager Hayes explained that the grant application process would include an application, performance of work and presentation of invoices.

Development Services Director McCoy explained that Staff would approve grants in house for \$15,000 or below. Higher amount grants would need to be approved by the City Commission.

Commissioner Hutcherson was of the opinion that a grant limit of \$50,000 was too high. Mayor Capizzi pointed out that the City Commission would need to approve the grant and could set limits.

City Manager Hayes pointed out that the City had an active downtown. She stated that the following year, Staff would be looking at beautification and other projects.

Commissioner Jackson explained that the City was making investments in the downtown and was providing funds for improvements. He noted that the grants were not an obligation but an opportunity. He explained that the grants incentivize aesthetic improvements in the City.

Commissioner Williams suggested adding windstorm hardening as a category to obtain the grants.

At inquiry Mr. Tim Tumulty the City Attorney noted that the highest total check the City could give for a grant was \$50,000. Mayor Capizzi was of the opinion the amount was excessive.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO AMEND THE MAXIMUM AMOUNT TO BE GRANTED TO \$25,000, FOR A \$50,000 PROJECT.

VOICE VOTE ON THE AMENDED MOTION CARRIED UNANIMOUSLY.

VOICE VOTE ON THE MAIN MOTION CARRIED UNANIMOUSLY.

PUBLIC COMMENTS

There were no public comments.

F. ADJOURNMENT

The meeting was adjourned at 6:46 pm.

_____ Keith Capizzi, Mayor-Commissioner

_____ Loredana Kalaghchy, City Clerk

**CRA Board
Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME: **DEVAN TALY/ CRA ADMINISTRATOR**

2. MEETING DATE: **FEBRUARY 1, 2024**

3. REQUESTED MOTION/ACTION (SUMMARY THAT WILL APPEAR ON THE AGENDA):

Request to “approve the Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito”.

4. AGENDA

STAFF PRESENTATION
CONSENT
SITE PLAN CONSENT
UNFINISHED BUSINESS
NEW BUSINESS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES NO IF NO, CITY ACTION REQUIRED N/A

DETAILED ANALYSIS ATTACHED?: YES NO

BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW)

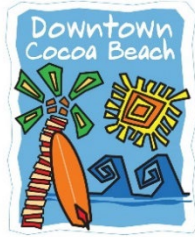
Commercial Visual Improvement Grant Program agreement between CRA and Gregory Dippolito and Penelope Dippolito, the owners of the properties at 102 and 150 Woodland Avenue.

This grant is designed to provide financial assistance for significant exterior improvements to help properties located in the town center. Rebates 50% up to a maximum CRA contribution amount of \$25,000 of a project’s renovation/upgrade hard construction costs. For projects requested that exceed the CRA maximum must go to CRA Board for Approval.

The stated purpose of the Redevelopment Plan is to help fund and implement programs, projects, and activities which:

- Serve to eliminate and reduce blighted conditions.
- Establish community policing to encourage compliance with established community standards and to enforce City ordinances.
- Provide and encourage the expansion of stormwater systems and improvements to infrastructure.
- Provide and support improvement of the roadway network and promote pedestrian and bicycle safe infrastructure.
- Provide and encourage improvements to parking.
- Provide and encourage improvements to landscaping and streetscape.
- Encourage and provide incentives for appropriate economic development.

Encourage and foster the development of activities which impact our culture and the quality of life.



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@cityofcocoa.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: _____

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 32935, hereinafter referred to as the "CRA", and Gregory Dippolito and Penelope Dippolito, the owners of the properties at 102 and 150 Woodland Avenue, Cocoa Beach, Florida 32931, hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the CRA created the Commercial Visual Improvement Grant Program ("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 CRA 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 owns 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 GRANTEE is the owner of the property located at 102 and 150 Woodland Avenue, identified by the Brevard County Property Appraiser through Parcel Number 25-37-10-81-114-1, has applied 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 nor 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, engineering assessments that the project as constructed meets or exceeds the design criteria for drainage flow and retention capacity, 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 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 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 for any purpose under this agreement and a monetary judgment is entered in favor of the CRA, the GRANTEE hereby consents to an automatic lien against the property in the amount of any such Judgment.

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 the courts of 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, and waive any right to file an action, proceeding, or claim in Federal Court, or remove any action, proceeding, or claim to Federal Court.

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 of this agreement.

SECTION 10. BINDING EFFECT

This agreement shall be binding upon and inure 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 the City of Cocoa Beach, 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:

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 headings 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 _____, 2023.

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 _____, 2023.

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 _____, 2023.

Notary Public, State of Florida



Woodland Business Center
 102 Woodland Avenue, Suite 10
 Cocoa Beach, Florida 32931
 Office Phone: 321-799-2482

The “Woodland Business Center Storm Water Mitigation” project is two-fold; it passively alleviates flooding conditions to the residents of Cocoa Beach in an area that is prone to flooding and it encompasses a large portion of Woodland Avenue and the surrounding roadways. In addition, the project will collect harmful nutrients and prevent them from entering the Indian River Lagoon. To date 150 concrete form boards have been purchased and physically picked up in Sarasota and Bunell, Florida. These forms are just a fraction of the materials needed to construct the stormwater mitigation project that we are undertaking. It is understood by all parties that the flooding experienced throughout the region is a direct result of road build up and storm drains; that are either backed up with years of debris or undersized and cannot accommodate the flooding caused by stormwater, or a combination of both. The roadways referenced here as far as stormwater runoff, encompass an area that extends from 4th Street North to North Atlantic Avenue (A1A) and to the south to Minuteman Causeway and west to Oak Drive. It is important to note that the flood plain referenced here could be just a fraction of the boundary and is most likely much larger.

The project once completed will store an amount of stormwater up to, or greater than 24K gallons of water on any given storm day. The stormwater will then percolate safely back into the aquifer. This stormwater retention area will become an effective primary stormwater retention system. This new primary system will prevent flooding to residents in the flood prone areas by storing the initial surge of storm water (up to 24K gallons) in the newly created retention area. This will allow the city drains to accept the residual stormwater and prevent a back-up condition that causes flooding into resident’s homes and businesses. The new configuration will benefit neighbors adjacent to the roadways outlined above and alleviate flooding conditions.

We currently have a grant that was acquired through the Save Our Indian River Lagoon (SOIRL) project. However, the amount of grant money received is not enough to get the construction of the project started. The engineering for this project was completed by TJ Tiedeman of Sunshine Engineering and took about a year or so to gather and submit to the SOIRL.

The project outlined here is right in the middle of all the flood prone areas mentioned earlier. The subject area has become one of the lowest elevations in the city. We were not always one of the lowest elevations in the area, but due to previous land development we now are in a hole. Every lot and roadway surrounding our property is significantly higher than our property. The timeline for this project once started, will be operational within 6 months to 1 year. Based on the many years of experience we have dealt with this issue; it is important at this stage that we move forward with this project. The situation in the area has become exponentially worse.

Currently, we need help with the cost of this project such that we can fix a problem that has been put upon us through no fault of our own. We are now at a stopping point as our funding has now been exhausted. Currently, we are requesting to tag the expenses on to a CRA grant and/or any other monies available to the city. The items to move forward on this project are as follows:

Asphalt work @ \$10,000	\$10,000 Final TBD
Concrete Form Boards Refurbishment 150 2’ x 4’	\$19,920
Concrete 125 yds @ \$200/yd	\$25,000
Labor @ \$25,000	\$25,000
Trench Grate Drain 2’ x 2’ x 20’	\$11000 (financed)
Engineering	\$6700 (\$3500 paid out)
Total	\$97,620



PERMIT

CITY OF COCOA BEACH

2 SOUTH ORLANDO AVENUE / P O BOX 322430 COCOA BEACH, FLORIDA 32932-2430
(321) 868-3217 FAX (321) 868-3212 www.CityofCocoaBeach.com

Application Number	BP-22-1954	Date	August 7, 2023
Application pin number	BP-22-1954		
Property Address	102 WOODLAND AVENUE		
Parcel ID:			
Application type description	Accessory Structure		
Subdivision Name	COCOA BEACH, 7TH ADDNTO LOTS 1 THRU 6 BLK 114		
Property Use			
Property Zoning			
Application valuation	15,000		

Owner

Greg & Penny Dippolito
19 Indian Village Trail Cocoa Beach, Florida 32931
321-799-2482 wbc@cfl.rr.com

Contractor

Subcontractor

Owner Builder

Description of Work: Construct a stem wall approximately 4 to 5 ft high by 400-500 feet long along the perimeter of the facility to capture and retain storm water runoff from the roadway flooding our facility.

Permit	BLDG - Building Permit
Permit Number	BP-22-1954
Permit Fee	\$281.47
Issue Date	August 7, 2023
Expiration Date	February 3, 2024

Special Notes and Comments: A permit issued shall be construed to be a license to proceed with the work and is not authority to violate, cancel, alter or set aside any of the provisions of the technical code. Every permit issued shall become invalid unless the authorized work is commenced within 180 days of issuance pursuant to Florida Building Code Section 105.4.

Fences: Finished side facing the right of way or neighboring property (LDC Sec. 3-32 E.).

Driveways: -During construction of a driveway no material shall be stored in the right-of-way, and all materials shall be secured in such a manner to prevent material migration into a waterway or stormwater system (LDC Sec. 3-09 B.).

-All driveway sections, extending into the public right-of-way, shall be surfaced in compliance with the specifications of the Cocoa Beach Standard Construction Details, M-4A or M-4B. Materials such as gravel or coquina are not in compliance with city standard construction requirements (LDC Sec. 3-09 C.).

-All driveways shall be constructed with a minimum setback distance of five (5) feet from the side property line (LDC Sec. 3-09 L.).

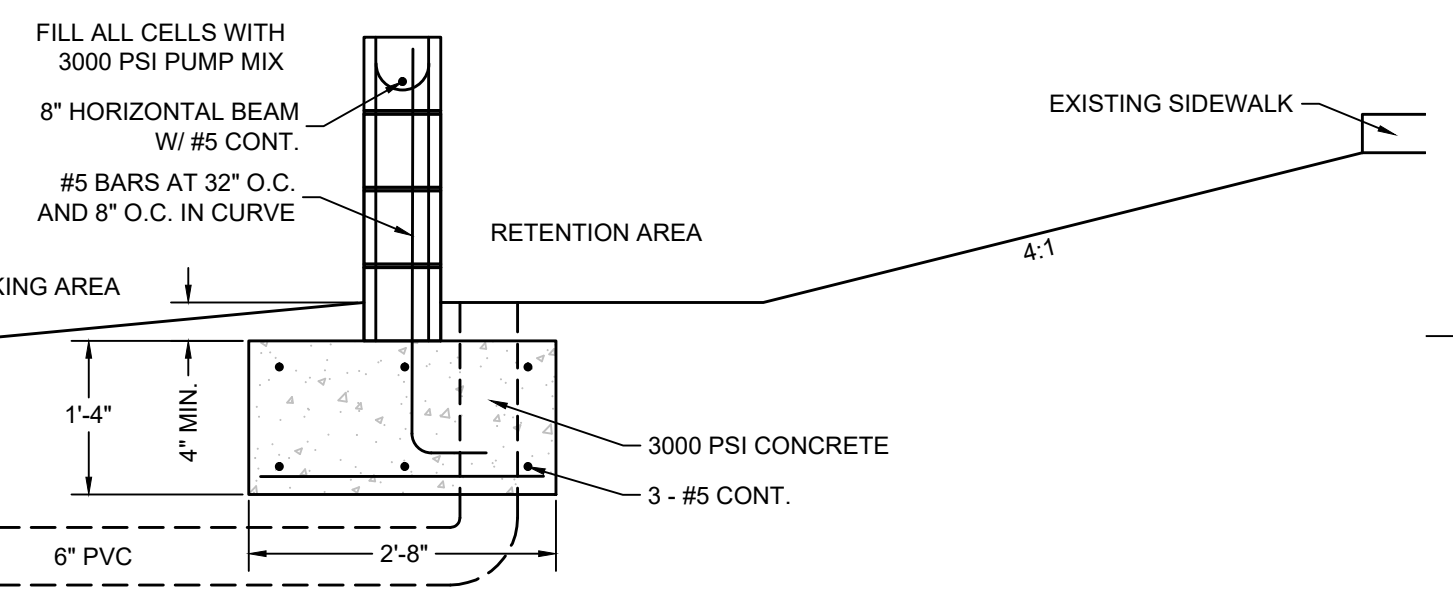
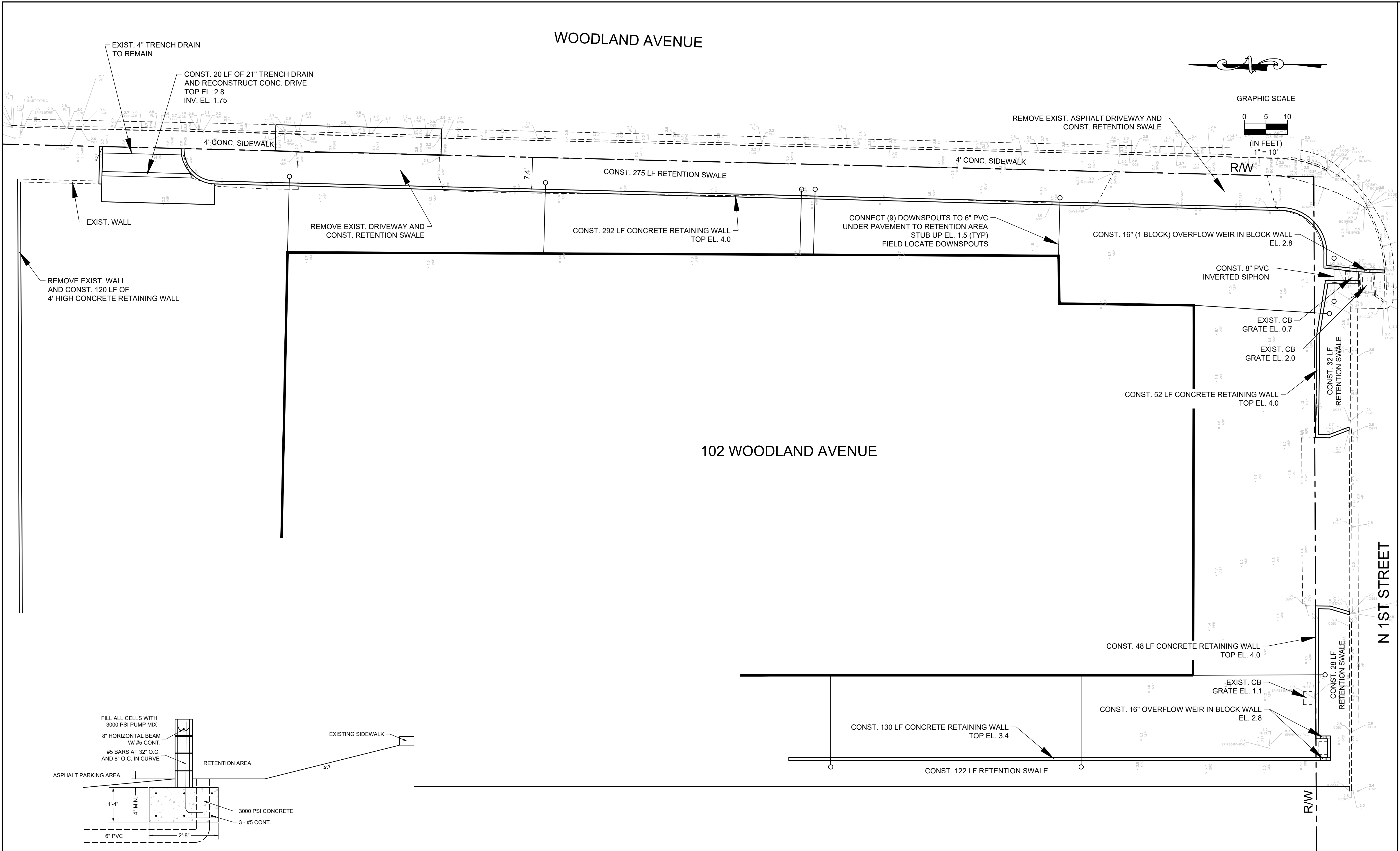
-All costs for repairs or replacement of driveways within the public Right-of-way, as a result of necessary access by property owners or their private contractors, are the responsibility of the property owner (LDC Sec. 3-09 O.).

-Costs for repairs or replacement of driveways comprised of pavers or materials other than concrete/asphalt, where the damage is the result of gaining necessary access to utilities, shall be the responsibility of the property owner (LDC Sec. 3-09 P.).

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies. Also, if your property is subject to deed restrictions, it is your responsibility to ensure compliance with same.

**FAILURE TO COMPLY WITH THE
MECHANICS LIEN LAW CAN RESULT IN THE
PROPERTY OWNER PAYING TWICE FOR
BUILDING IMPROVEMENTS**





TYPICAL RETENTION AREA SECTION

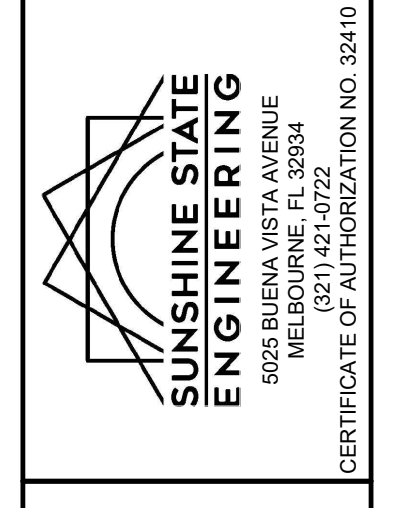
DIGITALLY SIGNED BY THOMAS L. TIEDEMAN, JR.
 THIS DOCUMENT HAS BEEN ELECTRONICALLY
 SIGNED AND SEALED USING A DIGITAL
 SIGNATURE. PRINTED COPIES OF THIS
 DOCUMENT ARE NOT CONSIDERED SIGNED AND
 SEALED AND THE SIGNATURE MUST BE VERIFIED
 ON ALL ELECTRONIC COPIES.

REVISION	DATE	BY

**WOODLAND BUSINESS CENTER
 DRAINAGE PLAN**

102 WOODLAND AVENUE
 COCOA BEACH, FL 32931

THOMAS L. TIEDEMAN, JR., P.E.
 FL REGISTRATION NO. 02506



DATE: 06/30/23
 SCALE: 1" = 10'
 JOB NO.: 23-002
 DRAWN BY: TLT
 CHECKED BY: TLT

SHEET NO.
1 OF 1
 PLOT PLAN