

CITY OF COCOA BEACH, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
February 1, 2024

A. MEETING CALLED TO ORDER

Vice Mayor Jeremy Hutcherson called the meeting to order at 6:30 pm.

Roll Call

Members Present:

Commissioner Skip Williams
Commissioner Karalyn Woulas
Commissioner Joshua Jackson
Vice Mayor Jeremy Hutcherson

Administrative Members Present:

City Attorney Becky Vose
City Manager Wayne Carragino
City Clerk Karin Grooms
Senior Planner/CRA Administrator Devan Taly
Contracts Administrator Martha Horak
Development Services Director Randy Stevenson

B. AGENCY BOARD COMMISSIONERS' REPORTS AND ANNOUNCEMENTS

There were no reports.

C. STAFF REPORTS AND ANNOUNCEMENT

There were no reports.

D. CONSENT AGENDA

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

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER JACKSON.
I MOVE TO APPROVE THE CONSENT AGENDA.
VOICE VOTE ON THE MOTION 4:0; MOTION CARRIED.

E. OLD BUSINESS

There was no 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

CRA Administrator Devan Taly brought forward a request for approval to increase the grant funding for Woodland Business Center from \$25K to \$50K to alleviate the flooding of the area during storms. The total cost of the repairs will be \$100K.

Commissioner Williams stated that fixing that area will help the whole neighborhood with stormwater runoff and flooding, and he supports the increase.

Commissioner Jackson agreed, stating that it would not fix everything immediately, but it's a good beginning, and if they put the work in by applying for the grants, we should help them.

Commissioner Woulas wanted to hear what the plan was going to be.

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Mr. Gregory Dippolito explained that they wanted to put in a retention area for the stormwater to runoff so it doesn't inundate the storm drains in the area, so the neighboring areas can get their water in first and not get their homes flooded. There will be 4ft. retaining wall, and 2 entrances where water comes in will be cut off. The retention area should hold more than 24K gallons of water, possibly double that.

Commissioner Woulas asked where the retention area will be located. Mr. Dippolito stated it will be about 4-5 ft. back from the sidewalk, and the stormwater will go to a drain that empties into said retention area.

Vice Mayor Hutcherson questioned if the City of Cocoa Beach's engineers were on board with the project.

Acting City Manager Wayne Carragino said that the engineers have looked at it and they were on board, as well as an engineer that the Dippolitos had hired.

Vice Mayor Hutcherson said that the agenda item memo references \$25k which is what the ordinance stated. He asked City Attorney Vose if it was okay legally to bring it to \$50k. City Attorney Vose stated that it's discretionary to the Commission, and that people have not been applying for the grants. CRA Administrator Taly stated the Dippolitos are the only applicants, so there is money available.

Commissioner Woulas stated that she would like the City to also focus on plans to clean out the stormwater drains to help alleviate the flooding issue.

MOTION BY COMMISSIONER WILLIAMS; SECONDED BY COMMISSIONER WOULAS.
I MOVE TO APPROVE THE COMMERCIAL VISUAL IMPROVEMENT GRANT PROGRAM AGREEMENT BETWEEN CRA AND GREGORY DIPPOLITO AND PENELOPE DIPPOLITO.
VOICE VOTE ON THE MOTION 4:0; MOTION CARRIED.

G. ANNOUNCEMENTS

There were no announcements.

H. PUBLIC COMMENTS

There were no public comments.

I. ADJOURNMENT

The meeting was adjourned at 6:41 pm.

Karin Grooms
City Clerk

Keith Capizzi
Mayor-Commissioner

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____ 2024 ("Effective Date") by and between the CITY OF COCOA BEACH, Florida, as Lessor (hereinafter the "CITY OF COCOA BEACH"), and the COCOA BEACH MAINSTREET a Florida not for profit corporation, through its Convention & Visitors Bureau (hereinafter the "Lessee") upon the following terms and conditions:

1. **Leased Office Space.** The CRA and The City of Cocoa Beach agree to lease to Lessee certain office space located in the CRA's garage located at 25 S. Orlando Ave., Cocoa Beach, Florida 32931 (hereinafter referred to as the "Office Space") for the purpose of operating a tourist information center. Lessee may purchase up to three (3) parking permits at the downtown business rate for employees of the tourist information center during the term of the lease.
2. **Condition of the Office Space.** Lessee accepts the Office Space in "AS IS" condition and shall maintain the Office Space in good condition during the term of this Lease. Lessee agrees to notify the City of Cocoa Beach immediately in the event of damage to the Office Space, which may create a hazard to the public. Lessee may enter the premises prior to the commencement of the Lease Term for the purpose of furnishing and improving the Office Space.
3. **Term.** This Lease shall be for a term of ___ (12) months beginning on February 19, 2024, and ending on February 19, 2025.
4. **Rent.** Lessee shall pay the CRA and The City of Cocoa Beach \$5.00 per month during the term of the Lease, payable on the first day of each month.
5. **Signage.** Lessee may provide signage for the Office Space and surrounding fixtures. All signage must be approved by the CRA and/or The City of Cocoa Beach prior to printing. All artwork and murals must be approved by the CRA and/or The City of Cocoa Beach prior to its commission. Approved signage may be located throughout the CRA's garage on windows, a-frames along adjacent sidewalks, (if permitted by City zoning), in stairwells, elevators, and in bathrooms. Lessee may provide for a visitor information center sign for overhead display within the garage and may hang a small information box outside the Office Space, all subject to prior CRA and/or The City of Cocoa Beach approval.
6. **Insurance.** Lessee must maintain insurance which will fully protect the Lessee, the CRA, and the City of Cocoa Beach from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise under this Lease, either by Lessee or by anyone directly or indirectly engaged or employed by either of them. The amount of insurance required by this Lease must not be less than:
 - (a) Workers' Compensation with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - (b) Commercial General Liability (COL) insurance with a limit of not less than \$500,000.00 each occurrence. If such COL insurance contains a general aggregate limit, it shall apply separately to this Lease in the amount of \$500,000.00. COL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, personal injury, and advertising injury.

(c) Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage.

The CRA and the City of Cocoa Beach shall be specifically included as additional insureds and loss payees on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the termination of the Lease, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CRA before commencement of the Lease. The insurance coverages procured by Lessee as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to Lessee, and any other insurance, or self-insurance available to Lessee will be considered secondary to, or in excess of, the insurance coverage(s) procured by Lessee as required herein.

6. **Indemnification.** Lessee must indemnify and hold the CRA and the City of Cocoa Beach harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CRA, the City of Cocoa Beach, or its agents, officers, or employees, arising directly or indirectly from Lessee's performance or nonperformance under this Lease or by any person on Lessee's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by Lessee. Lessee acknowledges that Lessee has received consideration for this indemnification. Lessee's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Lease. Such indemnification is in addition to any and all other legal remedies available to the CRA and the City of Cocoa Beach and not considered to be the CRA's or the City of Cocoa Beach's exclusive remedy.

In the event that any claim in writing is asserted by a third party which may entitle the CRA or the City of Cocoa Beach to indemnification, the CRA must give notice thereof to Lessee, which notice must be accompanied by a copy of statement of the claim. Following the notice, Lessee

has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If Lessee does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CRA or the City of Cocoa Beach decides to participate in the proceeding or defense, the CRA and/or the City of Cocoa Beach will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days' notice to Lessee, to make any reasonable compromise or settlement thereof.

In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise, or settlement of such claim. The indemnification provisions of this paragraph will survive the termination of this Lease.

7. **Sovereign Immunity.** Nothing in this Lease extends, or will be construed to extend, the CRA's or the City of Cocoa Beach's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Lease is a consent, or will be construed as consent, by the CRA or the City of Cocoa Beach to be sued by third parties in any matter arising out of this Lease.

8. **Public Records Compliance.** Lessee agrees that, to the extent that it may "act on behalf" of the CRA or the City of Cocoa Beach within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Lease, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessee does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Lessee or keep and maintain public records required by the public agency to perform the service. If the Lessee transfers all public records to the public agency upon completion of the contract, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessee keeps and maintains public records upon completion of the contract, the Lessee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's or City of Cocoa Beach's custodian of public records, in a format that is compatible with the information technology systems of the City of Cocoa Beach.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL
1600 Minutemen Cswy.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,
CITYCLERK@CITYOFCOCOABEACH.COM**

9. **Public Records Compliance Indemnification.** Lessee agrees to indemnify and hold the CRA and the City of Cocoa Beach harmless against any and all claims, damage awards, and causes of action arising from the Lessee's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Lessee's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Lessee authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Lessee in Brevard Circuit Court on an expedited basis to enforce the requirements of this section.

10. **E-Verify Compliance.** Lessee affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Lessee is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance

with such statute and that Lessee is otherwise in compliance with Sections 448.09 and 448.095, Fla. Statutes.

12. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Lease and the parties' actions under this Lease shall be governed by and construed under the laws of the State of Florida. As a material condition of this Lease, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Cocoa Beach MainStreet:

Print Name: _____

Title: _____

The City of Cocoa Beach:

Print Name: _____

CRA Board

Agenda Item Summary *(Adopted on January 2014)*

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Devan Taly

2. MEETING DATE:

February 15, 2024

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

Request to "approve the lease agreement between CRA and Cocoa Beach Mainstreet that was approved by the CRA Board".

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))

Request was provided to CRA Board for approval on 2/15/2024 prior to City Commission Approval.

This lease agreement is between the CRA and Cocoa Beach Mainstreet for the office space in the parking garage located at 25 S Orlando Ave. This lease agreement will have a fee of \$5.00 a month for use of office space.

CRA Board

Agenda Item Summary (Adopted on January 2014)

1. DEPARTMENT MAKING REQUEST/NAME:

CRA/Devan Taly

2. MEETING DATE:

February 15, 2024

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

Request to "discuss a mural on Surfside Playhouse".

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))

Surfside Playhouse is currently making improvements to the building that is more than 60 years old. We would like to discuss the idea of a mural on the side of the building that is facing Brevard Avenue. This building is part of the town center and is our local playhouse for residents and visitors to come to see performances.



SURESIDE

PLAYHOUSE

SURESIDE

PLAYHOUSE



SURESIDE

PLAYHOUSE



