7. Consideration of a Commercial Property Enhancement Program (CPEP) grant for Aarya Sunshine Brevard LLC, relating to improvements to commercial property located at 1510 Palm Bay Road NE, Tax Account 2831145 ($10,000).

LEGISLATIVE MEMORANDUM

TO: **Honorable Mayor and Members of the City Council**

FROM: **Suzanne Sherman, City Manager**

THRU: **Joan Junkala-Brown, Deputy City Manager**

DATE: **August 13, 2024**

RE: **Consideration of a Commercial Property Enhancement Program (CPEP) grant for Aarya Sunshine Brevard LLC, relating to improvements to commercial property located at 1510 Palm Bay Road NE, Tax Account 2831145 ($10,000).**

SUMMARY:
On November 4, 2021, City Council approved the Commercial Property Enhancement Program (CPEP), a performance-based reimbursement grant awarded to applicants to encourage private investment and improvements to the exterior frontage of commercial properties located on major commercial corridors in Palm Bay. On October 5, 2023, Council authorized expanding the grant program to include all existing commercial businesses citywide. The CPEP is a 50/50 matching grant program which seeks to foster private investment in commercial properties, thereby increasing property values and the ad valorem tax revenues to the City. The CPEP is intended to enhance and improve the street view of the built environment from the public perspective, making Palm Bay more competitive in attracting and retaining businesses. The maximum award amount is $10,000. Funds are disbursed on a reimbursement basis once the work is completed and inspected (if applicable).

On July 25th, 2024 the Community & Economic Development Department received an application from Aarya Sunshine Brevard LLC requesting CPEP grant funds for commercial property located at 1510 Palm Bay Road NE, Palm Bay, FL 32905 (tax account 2831145). Aarya Sunshine Brevard, LLC has an active registration with the Florida Division of Corporations, as well as an active City of Palm Bay Business Tax Receipts (BTR) for the tenants in the building.

The project scope includes exterior enhancements to the building that includes pressure washing, stucco repairs, and new paint. The total estimated cost for the project not including sales tax is $22,260.00. Please note, the City will not reimburse for taxes associated with this work. Per the program guidelines, all work shall be completed within one year from the date of the agreement. The applicant is eligible for reimbursement up to the maximum award of $10,000.

REQUESTING DEPARTMENTS:

Community & Economic Development

FISCAL IMPACT:

There is sufficient funding available in account number 001-3410-552-48-01 (Promotional Activities/Economic Development), as approved in the Fiscal Year 2024 budget for the Commercial Property Enhancement Program. Upon completion, inspection, and review and acceptance of paid receipts, this account would be reduced by $10,000.

STAFF RECOMMENDATION:

Motion to approve a Commercial Property Enhancement Program (CPEP) grant award in the amount of $10,000 to Aarya Sunshine Brevard LLC for eligible improvements to commercial property located at 1510 Palm Bay Road NE, Palm Bay, FL 32905 (tax account 2831145); and authorize the City Manager to execute the grant agreement.

ATTACHMENTS:

1. Application Packet
2. Agreement & Restrictive Covenants

COMMUNITY & ECONOMIC DEVELOPMENT
120 Malabar Rd. SE, Palm Bay, FL 32907
Phone: (321) 409-7187 | Email: EconDev@pbfl.org

The City of Palm Bay Florida

COMMERCIAL PROPERTY ENHANCEMENT PROGRAM
APPLICATION

Applicant Name: Aarya Sunshine Brevard LLC

Applicant Telephone Number: (256)394 4878 E-Mail: Kpatel3182@gmail.com

Mailing Address: 832 Cattail Court, West Melbourne, FL 32904

Property Address: 1510 Palmbay Rd Ne, Palmbay, FL 32905

Property Owner Name: Kiran N. Patel Telephone: (256)394 4878

Business Name (if applicable): _____

Brief description of improvements to be made: Pressure Wash, re-chaulk Windows & Doors, Repair Stucco or wholes, Primer, Color, Rent Lift for Second Story, Contractors fees.

Total Estimated Project Cost: $22260

Grant Funds Requested: $10000

PLEASE ATTACH THE FOLLOWING (See Program Guidelines for more details):

- ☑ Copy of Deed/Proof of Ownership or Copy of Lease Agreement/Owner Authorization if applicant is a tenant or occupant on the property
- ☐ Copy of City Occupational/Business License (if applicable)
- ☑ Proof of property taxes paid on the property proposed for improvement, including current year's taxes, if due, and prior years
- ☑ Color Photographs/Slides of Current Condition
- ☐ Site Survey (required ONLY in the case of landscaping improvements)
- ☑ Estimates/quotes/bids for all costs associated with the project
- ☑ Complete, written scope of rehabilitation work
- ☑ Proof of insurance coverage. (Please ask your insurance agent to send the Accord Form)

GRANT CRITERIA:

- Shall not be a residential property or home-based business.
- Business and/or property owner shall be in good standing and have all required licenses, to include a City of Palm Bay Business Tax Receipt.
- New construction is ineligible.
- Not for Profits are ineligible unless engaged in commercial lease with a for-profit business.
- Properties located within the boundaries of the Bayfront Community Redevelopment Area (CRA) will be given first priority over the funds.
- The property must be located within the City Commercial properties located within the City of Palm Bay limits; and in accordance with the Program Guidelines set forth below:
- Applications for grant funds may be made by: (1) the owner of a building; or (2) the lessee of a building, in which case the lessee must be joined by an affidavit of the building owner with their consent to the program.
- All contracts for enhancement work must be in compliance with all applicable federal, state, and City of Palm Bay Code of Ordinances.
- If an eligible property has current code violations, the violations must be brought into compliance prior to reimbursement of funds.
- Any existing City liens must be satisfied prior to reimbursement of funds.
- Applicants shall apply for all required permits within sixty (60) days of award.
- Applicants shall be awarded a maximum of one (1) grant per fiscal year.

ELIGIBLE EXPENSES:

- Roof repair/replacement
- Installation of exterior permanent fixtures to include decorative lighting, fencing, and architectural features
- Exterior facade restoration
- Exterior painting
- Replacement of windows/glazing and doors
- Signage
- Awnings or canopies over doors, windows, or walkways
- Landscaping enhancements
- Asphalt removal/replacement and repaving/restriping
- Irrigation system and installation
- Dumpster enclosures

Contact the Community & Economic Development Department for questions related to this application.

The applicant understands and acknowledges the criteria required for grant approval.

K. N. Patel
Signature of Applicant

7/25/2024
Date

American Quality construction inc.
1750 Hayworth Cir Nw
Palm Bay, FL 32907 US
lamfam35@aol.com

Estimate

ADDRESS
Aarya Sunshine Brevard LLC 1510 Palm Bay RD Ne Palm Bay Fl 32905

ESTIMATE #	DATE	
1014	06/11/2024	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	will pressure wash entire two story building will use mildew remove where needed	1	1,850.00	1,850.00
	Services	will re-chaulk windows and doors	1	500.00	500.00
	Services	will repair stucco or holes where needed	1	450.00	450.00
	Services	will apply 1 coat of primer to entire 2 story building	1	7,500.00	7,500.00
	Services	will apply 1 coat of finish color to be chosen by customer	1	7,500.00	7,500.00
	Services	will rent lift for second floor painting	1	750.00	750.00
	Services	a 20% contractors fee for overhead and labor	1	3,710.00	3,710.00

TOTAL **$22,260.00**

Accepted By

Accepted Date

Savage Ink
TATTOO
Body Piercings
Savage Ink
Tattoo Co
(321) 802-3179
Ink Your Life
1510
OPEN
BARBER
SHOP
Needed
Barbers
Nail Techs
Braider
321-655-3679
FACIALS & EYE LA
TEETH W

Savage Ink
TATTOO
Savage Ink
Tallan Ln
(321) 802-3179
Ink Your Life
1510
BIS BEAUTY SALON
FACIALS & EYE LASH EXTENSIONS
ALL HAIR
TEETH WHITENING

2

Prepared by and return to:
Jack B. Spira
Spira, Beadle & McGarrell, P.A.
5205 Babcock Street, NE
Palm Bay, Florida 32905

CFN 2020101301, OR BK 8737 PAGE 1175,
Recorded 05/08/2020 at 01:19 PM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:2

(Space Above This Line For Recording Data)

Corrective Warranty Deed

This Warranty Deed made this 6th **day of May, 2020,** between **Elizabeth A. Lenti, A Married Woman,** whose post office address is 6672 Babcock Street Southeast, Palm Bay, FL 32909, grantor, to **AARYA SUNSHINE BREVARD, LLC, a Florida limited liability company,** whose post office address is 832 Cattail Court, West Melbourne, FL 32904, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrwnent and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being **in the Brevard County, Florida,** to-wit:

Lots 45, 46 and 47, Block 1692, Port Malabar, Unit Thirty-Three, according to the Plat thereof, recorded in Plat Book 17, Page(s) 84, of the Public Records of Brevard County, Florida.

Parcel Identification Number: 28-37-21-50-1692-45 & 28-37-21-50-1692-46

Said property does not constitute the homestead property of the grantor nor is it contiguous thereto.

N.B. This Corrective Warranty Deed corrects the Grantee's name in that Warranty Deed recorded in Official Records Book 8718, Page 766, Public Records of Brevard County, Florida

SUBJECT TO TAXES FOR THE YEAR 2020 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written

Signed, sealed and delivered in our presence:

Print Name: Christine Burns

Print Name: Eleanor L Moran

ELIZABETH A. LENTI

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of May, 2020, by Elizabeth A. Lenti who is personally known to me or produced FL DL as identification.

NOTARY PUBLIC

ELEANOR L. MORAN
MY COMMISSION # GG019683
EXPIRES August 09, 2020

Estimate Property Taxes

Account: 2831145

Owners:
AARYA SUNSHINE BREVARD LLC
Wrong ownership? Maybe this is why...

Mail Address:
832 CATTAIL CT WEST MELBOURNE FL 32904

Site Address:
1510 PALM BAY RD NE PALM BAY FL 32905

Parcel ID:
28-37-21-50-1692-45

Taxing District:
34U0 - PALM BAY

2024 Exemptions:
NONE
Wrong exemption? Maybe this is why...

Property Use:
1110 - RETAIL STORE - MULTIPLE UNITS

Total Acres:
0.21

Site Code:
0331 - PALM BAY ROAD

Plat Book/Page:
0017/0084

Subdivision Name:
PORT MALABAR UNIT 33

Land Description:
PORT MALABAR UNIT 33 LOT 45 BLK 1692

Value

Category	2024	2023	2022
Market Value:	$267,080	$233,130	$230,480
Agricultural Classified Use Value:	$0	$0	$0
Assessed Value Non-School:	$256,440	$233,130	$230,480
Assessed Value School:	$267,080	$233,130	$230,480
Homestead Exemption:	$0	$0	$0
Additional Homestead:	$0	$0	$0
Other Exemptions:	$0	$0	$0
Taxable Value Non-School:	$256,440	$233,130	$230,480

Category	2024	2023	2022
Taxable Value School:	$267,080	$233,130	$230,480

Sales/Transfers

Don't see your sale/transfer here? Maybe this is why...

Date	Price	Type	Instrument
04/13/2020	$400,000	WD	8718/766
05/22/2019	--	WD	8447/1714
03/01/2019	--	WD	8411/1036
12/05/2016	--	WD	7768/640
12/22/2014	--	WD	7297/477
06/16/2006	$1,050,000	WD	5662/3965
09/22/2000	--	QC	4225/1268
04/28/1989	--	QC	2994/1557
03/06/1989	--	QC	2983/3305
08/30/1984	$23,000	WD	2546/862

Buildings

Wrong building data? Maybe this is why...

Property Data Card #1

MATERIALS

Description	Value
Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	WOOD TRUSS

DETAILS

Description	Value
Bldg. Use:	1110 - RETAIL STORE - MULTIPLE UNITS
Year Built:	1988
Story Height:	10
Floors:	2
Residential Units:	0
Commercial Units:	4

SUB-AREAS

Description	Square-Feet
Balcony	184
Base Area 1st	1,260
Base Area 2nd	1,260
Open Porch	184
Total Base Area	2,520
Total Sub Area	2,888

EXTRA FEATURES

Description	Units
Paving - Concrete	3,324
Wood Deck	168

Detail by Entity Name

Florida Limited Liability Company
AARYA SUNSHINE BREVARD, LLC

Filing Information

Document Number	L20000111941
FEI/EIN Number	85-0964807
Date Filed	04/24/2020
Effective Date	04/24/2020
State	FL
Status	ACTIVE

Principal Address

1516 Palmbay Rd Ne
Palmbay, FL 32905

Changed: 02/01/2024

Mailing Address

832 CATTAIL COURT
WEST MELBOURNE, FL 32904

Registered Agent Name & Address

PATEL, KIRAN N
832 CATTAIL COURT
WEST MELBOURNE, FL 32904

Authorized Person(s) Detail

Name & Address

Title MGR

PATEL, KIRAN N
832 CATTAIL COURT
WEST MELBOURNE, FL 32904

Annual Reports

Report Year	Filed Date
2022	01/29/2022
2023	02/04/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
02/04/2023 -- ANNUAL REPORT	View image in PDF format
01/29/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
04/24/2020 -- Florida Limited Liability	View image in PDF format

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2831145		34U0

Pay your taxes online at www.brevardtc.com

Aarya Sunshine Brevard LLC
832 Cattail CT
West Melbourne, FL 32904-8147

1510 PALM BAY RD

PORT MALABAR UNIT 33 LOT 45 BLK 1692

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.0486	233,130	0	233,130	710.72
BREVARD LIBRARY DISTRICT	0.3467	233,130	0	233,130	80.83
BREVARD MOSQUITO CONTROL	0.1427	233,130	0	233,130	33.27
S BREVARD REC DIST	0.2286	233,130	0	233,130	53.29
SCHOOL - BY STATE LAW	3.1350	233,130	0	233,130	730.86
SCHOOL - BY LOCAL BOARD	0.7480	233,130	0	233,130	174.38
BPS VOTED TEACHER PAY	1.0000	233,130	0	233,130	233.13
SCHOOL - CAPITAL OUTLAY	1.5000	233,130	0	233,130	349.70
CITY OF PALM BAY	7.0171	233,130	0	233,130	1,635.90
ST JOHNS RIVER WATER MGMT DST	0.1793	233,130	0	233,130	41.80
FLA INLAND NAVIGATION DIST	0.0288	233,130	0	233,130	6.71
SEBASTIAN INLET DISTRICT	0.1066	233,130	0	233,130	24.85
ENV END LD/WTR LTD	0.0488	233,130	0	233,130	11.38
ENV END LD/WTR LTD(DBTP)	0.0163	233,130	0	233,130	3.80
S BREVARD REC DIST (DBTP)	0.0345	233,130	0	233,130	8.04
PALM BAY ROAD (DBTP)	0.9084	233,130	0	233,130	211.78

TOTAL MILLAGE	18.4894	AD VALOREM TAXES	$4,310.44

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
101 MELB/TILLMAN WATER DISTRICT	52.50
158 SOLID WASTE DISPOSAL	191.87

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$244.37

If Paid By	Nov 30, 2023				
Please Pay	$4,372.62				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2023 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2831145		34U0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

Aarya Sunshine Brevard LLC
832 Cattail CT
West Melbourne, FL 32904-8147

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2023				
Please Pay	$4,372.62				

11/06/2023 Paid **Receipt # 000-24-00044690** **$4,372.62 Paid By Aarya Sunshine Brevard LLC**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER All Life Needs Insurance Agency 674 MAITLAND AVE ALTAMONTE SPRINGS Fl 32701 321-214-0007	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 321-214-0007 **FAX (A/C, No):** 1-877-790-2024 **E-MAIL ADDRESS:** alllifeneed@gmail.com
INSURED AARYA SUNSHINE BREVARD,LLC 1516 PALMBAY RD NE & 1510 PALM BAY RD NE PALM BAY , FL 32905	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Ategrity Specialty Insurance Company **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		01-C-PK-P20080477-0	06/19/2024	06/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER:	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ Excluded $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) OTHER:	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE OTHER:	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	Liquor Liability						Each COM CAUSE GEN.AGG LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Palm Bay
120 MALABAR ROAD
PALMBAY, FL 32907

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
DHAVAL SHAH

© 1988-2015 ACORD CORPORATION. All rights reserved.

From: Bernadette Joseph
To: Robert McKinzie; Code Compliance
Cc: Danielle Crotts
Subject: RE: Code Violations or Liens Check - 1510 Palm Bay Road NE, Palm Bay, FL 32905
Date: Monday, July 29, 2024 11:52:54 AM
Attachments: image003.png

Hello,
As of today, our record shows no open/active Code violations or Code liens for the above referenced property.

Have a Great Day - Be Safe!

THANK YOU,

Bernadette Joseph
City of Palm Bay
Code Compliance Division
120 Malabar Road SE
Palm Bay, FL 32907
Phone: (321) 952-3430
Email: Bernadette.Joseph@palmbayflorida.org
Web: www.palmbayflorida.org

Please let us know how effective we were in assisting you:
www.pbfl.org/GMFeedback

From: Robert McKinzie <Robert.McKinzie@palmbayflorida.org>
Sent: Monday, July 29, 2024 8:20 AM
To: Code Compliance <Code.Compliance@palmbayflorida.org>
Cc: Danielle Crotts <Danielle.Crotts@palmbayflorida.org>
Subject: Code Violations or Liens Check - 1510 Palm Bay Road NE, Palm Bay, FL 32905

Good morning,

We have received an application for the Commercial Property Enhancement Program (CPEP) and wanted to ensure that the subject property does not have any current violations or liens.

Subject property: **1510 Palm Bay Road NE, Palm Bay, FL 32905 (Aarya Sunshine Brevard LLC is the applicant)**

Thank you!
Robert

The City of Florida Palm Bay

Community & Economic Development

Down to Earth And Up To Great Things™

Robert McKinzie
Economic Development Specialist
321.952.3400 ext. 4664 321.616.4398

CITY OF PALM BAY
GRANT AGREEMENT
COMMERCIAL PROPERTY ENHANCEMENT PROGRAM (CPEP)

THIS GRANT AGREEMENT is made this ___day of_____, **2024** by and between the **City of Palm Bay**, whose address is 120 Malabar Road NE, Palm Bay, Florida 32907 (”City”) and **Aarya Sunshine Brevard LLC**, whose principal address is, **1510 Palm Bay Road NE, Palm Bay, FL 32905.** (“Grantee”).

RECITALS:

WHEREAS, the City has implemented the Commercial Property Enhancement Program (CPEP), the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners and/or tenants or lessees of commercial property within the City of Palm Bay;

WHEREAS, a further objective of the CPEP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings located within the City of Palm Bay limits in order to reduce blight and make the City more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the City of Palm Bay;

WHEREAS, the City believes the CPEP will thereby stimulate increased business opportunities within the City, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the City shall be on a dollar-for-dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CPEP which the City believes meets the criteria and purposes as outlined by the program.

NOW THEREFORE, in consideration, the mutual covenants and provisions hereof, and other good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties desiring to be legally bound do hereby agree as follows:

1. **Recitals.** Each of the foregoing recitals is hereby incorporated herein and

declared to be true and correct.

2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.

3. **Grant Awarded.**

(a) The Grantee is hereby awarded a grant pursuant to the City of Palm Bay CPEP. All regulations of the CPEP shall be adhered to by the City and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying facade improvements under the CPEP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved by City Council or otherwise aggregately exceed the sum of **Amount of Grant approved ($10,000.00)**. Grantees shall be awarded a maximum of one (1) grant per address. Grant funds shall only be paid by the City on a reimbursement basis for qualified approved facade improvements described on **Exhibit B**.

(b) Funds subject to this Grant shall be paid to the Grantee by the City only upon completion of all work. The City Council may award an amount less than $10,000 and reimbursements would be provided based upon the amount approved by City Council, or 50 percent of the total cost, whichever is less. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Palm Bay's Building Department (if required) for the facade improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property.

To be reimbursed, the Grantee shall provide to the City of Palm Bay Office of Community and Economic Development on behalf of the City, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g.– number of gallons of paint, quantity and measurements for each new dome style awning, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has

been paid by the Grantee. The paid receipts are subject to City review and approval for application to this grant. In no event shall more than 50% of the amount noted on a City approved paid receipt be reimbursed to the Grantee.

(c) All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Grant Agreement is executed. One (1) extension may be granted by the Community and Economic Development Director upon written valid request by the Grantee.

(d) By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed.

(e) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated.

4. <u>Warranty of Grantee; Maintenance; Covenant Running with the Land</u>.

(a) Grantee agrees and warrants to the City that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. The obligation to maintain the improvements for a minimum of five (5) years shall be binding upon successors and assigns and is intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the City determines that said improvements are not being properly maintained during said five (5) – year period, the Grantee agrees that it is liable to and shall immediately reimburse the City for the entire amount of this CPEP Grant. Grantee shall be required to refund the amount to the City within thirty (30) days of receiving the demand.

(b) The Grantee hereby agrees to pay for any costs of recordation of the Declaration of Covenants with the Brevard County Clerk of Courts, and the recorded original hereof shall be returned to the City for filing in its records.

(c) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the five-year maintenance period in such a form and amount as may from time to time be required by the City, but not less than full insurable value. All such insurance

shall be carried with such company or companies as may be reasonably acceptable to the City and the original policy or policies and renewals thereof (or, at the option of the City, duplicate originals, or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the City as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the City and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination, or expiration to the City. In the event of loss by reason of the hazards, casualties, contingencies, and perils for which insurance has been required by the City, at its option, may make proof of loss if not made promptly by the Grantee.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the City and the Grantee is one in which the Grantee is an independent contractor of the City and not an agent, employee, joint venture, or other partner of the City of Palm Bay. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the City of Palm Bay.

6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Grant Agreement. If Grantee is a tenant or lessee of the Property, property owner's written consent to the enhancement improvement application is required, along with a copy of the lease agreement. Both the property owner and the tenant or lessee with be required to sign this grant agreement.

7. **Record retention; Public records; Accounting; Inspection**.

(a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least five (5) years (365 days = 1 year) after final payment by the City of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City.

(b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or

ordinance or in connection with the transaction of official business by the City may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, copies of 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 by law. The Grantee agrees to comply with public records laws. Should the City not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the City or its authorized representatives at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) City staff is authorized to conduct an inspection of the property at any time during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers,

and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from: (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which City funds might be reimbursed pursuant to this Grant Agreement;
(ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee; (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement; (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement; (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. Applicable Law/Notice.

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE CITY OF PALM BAY: City of Palm Bay
Community & Economic Development
120 Malabar Road NE, Florida 32907

TO THE GRANTEE: Aarya Sunshine Brevard LLC
Patel, Kiran N
1510 Palm Bay Road NE, Florida 32905

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first-class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

10. **Interpretation.** Both the City and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.

11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.

13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the City determine that the Grantee must reimburse the City in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall

be deemed merged into this Grant Agreement.

15. **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.

16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

IN WITNESS WHEREOF, the City and Grantee have set forth their signatures on the day and year written below.

***Witnesses*:** _____ Print Name: _____ _____ Print Name: _____	**GRANTOR:** **CITY OF PALM BAY** **By: Suzanne Sherman, City Manager** **Signature:** _____

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___day of _____ 2024 by **Suzanne Sherman, City Manager of PALM BAY**, who is personally known to me or has produced _____as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name

[This area left intentionally blank, signatures on next page]

***Witnesses*:**	**GRANTEE:**
_____	_____
Print Name: _____	**Print Name:** _____
_____	**Title:** _____
Print Name: _____	**Signature** _____
	PROPERTY OWNER:
	_____
	Print Name: _____
	Title: _____
	Signature: _____

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024 by _____ of _____, who is personally known to me or who has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address(es): 1510 Palm Bay Road NE, Palm Bay, Florida 32905 .

Owner: Aarya Brevard Sunshine LLC .

Legal Description of Real Property: Lots 45, 46 and 47, Block 1692, Port Malabar, Unit Thirty-Three, according to the Plat thereof, recorded in Plat Book 17, Page(s) 84, of the Public Records of Brevard County, Florida.
Parcel ID: 28-37-21-50-1692-45 & 28-37-21-50-1692-46

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: $ 10,000.00 .

Items to be Improved Pursuant to Approved Grant	Cost of Items to be Improved
1. Pressure Wash	$1,850.00
2. Re-caulk Windows & Doors	$500.00
3. Stucco Repair	$450.00
4. Prime & Paint	$15,750.00
5. Overhead & Labor	$3,710.00

Total: $ 22,260.00

EXHIBIT C

City of Palm Bay
RESTRICTIVE COVENANTS
Commercial Property Enhancement Program (CPEP)

THESE COVENANTS are entered into this ___ day of _____, 2024, by **Aarya Sunshine Brevard LLC**, hereinafter referred to as the Owner, and shall be effective for a period of five years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at **1510 Palm Bay Road NE, Palm Bay, FL 32905** Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient and is to receive Commercial Façade Improvement Program assistance funds administered by the City of Palm Bay, 120 Malabar Road NE, Palm Bay, FL 32907, hereinafter referred to as the City, in the amount not to exceed **$10,000.00**, to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said City funds have been or will be expended for the purpose of improving the façade of the building(s) located on Owner's Property in order to reduce blight and make the City of Palm Bay more conducive to private investment; and

NOW THEREFORE, as part of the consideration for the City grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the City.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the City.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Palm Bay.
4. The Owner agrees that the City of Palm Bay, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of five years from the date of recordation, and that if the restrictions are violated within the five-year period, the City shall be entitled to demand return of the entire grant amount, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand.
6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording prior to reimbursement of City funds.
7. The Owner agrees that the City shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has

hereto affixed their signature.

WITNESSES:

_____	_____
Witness Signature	OWNER Signature
_____	_____
Witness Name Typed/Printed	Owner's Address
_____	_____
Witness Signature	City State Zip
_____	
Witness Name Typed/Printed	

The State of Florida
County of:_____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that by [ ] physical means or [ ] online notarization, _____, personally appeared as:

_____for _____
(Title) **(Name of Corporation/Business)**

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument:

Type of Identification Produced: _____

Executed and sealed by me _____, Florida on _____, in 2024.

_____
Notary Signature

_____
Notary Name Printed

The State of: _____
My commission expires:_____

[SEAL]

EXHIBIT A of RESTRICTIVE COVENANTS

Legal Description of Property

Parcel 1: Lots 45, 46 and 47, Block 1692, Port Malabar, Unit Thirty-Three, according to the Plat thereof, recorded in Plat Book 17, Page(s) 84, of the Public Records of Brevard County, Florida.
Parcel ID: 28-37-24-25-19-6 and 28-37-24-25-19-7
Brevard County, Florida as listed in Brevard County Property Appraiser records.