

City of Melbourne

City Hall • 900 E. Strawbridge Avenue, Melbourne, FL 32901
(321) 608-7200 • Fax (321) 608-7219



Olde Eau Gallie Riverfront Community Redevelopment Agency

January 14, 2020, 6:30 PM

The following item will be heard during the regular meeting of the Melbourne City Council. The meeting will begin at 6:30 p.m. See full City Council agenda for location of the following item.

1. Grant Funding Agreement between the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) and the Eau Gallie Arts District (EGAD) Main Street for FY 2019-2020.

Mayor Kathy Meehan and Council Members Debbie Thomas and Tim Thomas, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Mayor Meehan, Vice Mayor Paul Alfrey, and Council Members Yvonne Minus and Mark LaRusso (alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321-608-7220) at least 48 hours prior to the meeting.



Council will convene as the Olde Eau Gallie Riverfront Community Redevelopment Agency for the following item:

DEPARTMENT: Community Development	Reading No.	N/A
	Public Hearing	Yes
	Quasi-judicial Item (Disclosure Required)	No
COUNCIL DISTRICT: 2	Item No.	A.1.

SUBJECT:

Olde Eau Gallie Riverfront CRA – FY 2019-2020 Eau Gallie Arts District Main Street Agreement

BACKGROUND/CONSIDERATION:

This is a request for approval of the FY 2019-2020 Grant Funding Agreement between the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) and Eau Gallie Arts District (EGAD) Main Street, Inc. in the amount of \$55,000. The agreement is for services from October 1, 2019 through September 30, 2020.

On an annual basis, EGAD presents the Olde Eau Gallie Riverfront CRA Advisory Committee with an annual report, demonstrating that they continue to fulfill their contractual obligations by providing a Florida Main Street Program, consistent with the goals of the Olde Eau Gallie Riverfront CRA Redevelopment Plan. EGAD, through its volunteers, mainly comprised of Eau Gallie business owners, augments the CRA's physical redevelopment and economic development efforts. Some examples of their partnership with the CRA include the coordination of streetscape/lighting Improvements, the Facade Improvement Program, and the Business Wayfinding Program.

The proposed agreement is intended to be limited to the organization's operating and administration expenses. Additionally, funding may be used for programs and initiatives consistent with CRA redevelopment plan strategies (i.e., design review of capital projects and programs). The grant is not used for special events and fundraising activities. This annual contract is consistent with F.S. 163.370.

On December 12, 2019, the Olde Eau Gallie Riverfront CRA Advisory Committee recommended the continuation of funding, and approval of the FY 2019-2020 grant agreement.

FISCAL/BUDGET IMPACT:

Funding of \$55,000 is available within the Eau Gallie CRA annual budget (Budget #56300552-534050).

REQUESTED ACTION:

Approval of the FY 2019-2020 Grant Funding Agreement between the Olde Eau Gallie Riverfront CRA and Eau Gallie Arts District Main Street, Inc.



Melbourne City Council

January 14, 2020

City Manager's Item Report

Council will reconvene for the remaining items.

Memorandum

To: Shannon M. Lewis, City Manger
Thru: Cindy Dittmer, AICP, Community Development Director
From: Kelly Hyvonen, AICP, Planner
Re: **Olde Eau Gallie Riverfront CRA – EGAD Main Street, Inc. – FY 2019-2020 Annual Agreement**
Date: December 3, 2019

At their special meeting on December 12, 2019, the Olde Eau Gallie Riverfront Community Redevelopment Area Advisory Committee made a recommendation to continue the annual contract for services between the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) and Eau Gallie Arts District (EGAD) Main Street. The annual agreement provides \$55,000 of CRA funding for operating, administration, and program support through the fiscal year ending September 30, 2020. EGAD is not seeking an increase in operating support for this fiscal year.

As a designated Florida Main Street community through the Florida Department of State, defined services are outlined consistent to the National and Florida Main Street Program model. The Olde Eau Gallie Riverfront CRA Redevelopment Plan recommends implementation for a designated “Main Street” program to assist with the redevelopment efforts of the CRA. Entering into this contract with EGAD is also consistent with the powers provided to municipalities and redevelopment agencies under F.S. 163.370¹.

The 2019-2020 annual contract is a continuation of services, as funded in prior program years (Attachment A). A summary of the EGAD terms and services consistent with the goals of the CRA agency are outlined below:

- Agreement period is effective October 1, 2019 to September 30, 2020;
- Agreement provides \$55,000 in CRA funds for EGAD;
- EGAD will encourage the merchants and retailers to facilitate and secure enhanced business services beyond those services already provided by the City/CRA;

¹ 163.370(2)(a)-“to make or execute contracts and other instruments necessary or convenient to the exercise of its powers under this part”

163.370(2)(e)- “within the community redevelopment area: 6. To enter into any contracts necessary to effectuate the purposes of this part”

163.370(2)(h)- “...to contract with any person , public or private, in making or carrying out such plans”

- EGAD shall implement the National Main Street Program blueprint within downtown Eau Gallie, utilizing the four point approach of design, promotions, organization, and economic restructuring;
- EGAD will assist the CRA in the physical redevelopment efforts throughout the district;
- EGAD will work cooperatively with City staff to resolve recurring issues related to City & CRA services and programs; and
- EGAD will provide the CRA Advisory Committee a quarterly report of their efforts, to include a program synopsis and a cumulative financial statement.

EGAD manages the downtown business wayfinding signage, which was installed by the CRA at the end of 2014. The business wayfinding partnership with the CRA remains one of the responsibilities EGAD oversees, as an activity consistent with the CRA plan.

Other activities performed by EGAD in partnership with the CRA include: assistance with Façade Improvement Program grants; assistance with the Art Overlay Incentive Program grants; assistance with projects related to the Streetscape Plan; and coordination with parking management in the Eau Gallie Retail Core.

The 2019-2020 contract is inclusive of the activities/services for which EGAD receives CRA funding assistance. Special events coordinated by the organization are not funded with this grant. The agreement outlines dedicated funding for services generally as follows:

General Operating & Administration	\$44,000
CRA District Seasonal/Holiday Lighting Project	\$2,500
Program Activities Consistent with the CRA Plan	\$8,500

Previous Action

At the December 12, 2019 special meeting of the Olde Eau Gallie Riverfront CRA Advisory Committee, EGAD provided an annual report (Attachment B). The Advisory Committee voted to recommend approval for the renewal of the contract for CRA funding in the amount of \$55,000. Funding is available within the Olde Eau Gallie Riverfront CRA's annual budget.

Recommendations

Approval of the FY 2019-2020 Grant Funding Agreement with Eau Gallie Arts District Main Street, Inc., and approval of funding of \$55,000 from the FY 2019-2020 Olde Eau Gallie Riverfront CRA Budget #56300552-534050.

2019-2020
Grant Funding Agreement
Olde Eau Gallie Riverfront Community Redevelopment Agency
City of Melbourne
and
Eau Gallie Arts District Main Street, Inc.

THIS GRANT FUNDING AGREEMENT, is entered into this ____ day of _____ **2020**, by and between the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida public body corporate and politic, hereinafter referred to as CRA and Eau Gallie Arts District Main Street, Inc., a non-profit, tax-exempt, 501(c)3 Florida Corporation, hereinafter referred to as Eau Gallie Main Street.

WHEREAS, the funding of a Florida Main Street Program is included in the Olde Eau Gallie Riverfront CRA Redevelopment Plan; and

WHEREAS, the CRA Advisory Committee and the CRA Board find that this expenditure furthers the purpose of the Community Redevelopment Act and is necessary to carry out the redevelopment program; and

WHEREAS, the CRA and EAU GALLIE MAIN STREET have each established mutual goals for the redevelopment of Eau Gallie in the City of Melbourne; and

WHEREAS, the CRA and EAU GALLIE MAIN STREET wish to work in harmony in addressing redevelopment plan goals of marketing, promotion, physical redevelopment, and economic development needs of the CRA and in communicating with the public and local businesses; and

WHEREAS, the CRA desires to extend support for EAU GALLIE MAIN STREET in a contractual relationship consistent with the Community Redevelopment Act, as permitted under F.S. § 163.370 and F.S. § 163.387 to carry out the community redevelopment plan goals and initiatives of the CRA for the fiscal year ending September 30, 2020; and

WHEREAS, EAU GALLIE MAIN STREET has trained staff and additional resources available through the National Trust for Historic Preservation and the Florida Main Street program to assist in the redevelopment efforts of the City and its CRA District.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. Grant provided.

- a. The purpose of this grant is for EAU GALLIE MAIN STREET to implement a Florida Main Street Program project as described in Section 2 of this Agreement. EAU GALLIE MAIN STREET's application for funds in the

amount of **\$55,000** (the “funds”) has been approved by the CRA to be used in the manner and for the purposes described herein. The grant shall be utilized during the period October 1st **2019** to September 30th **2020**. The funds shall be disbursed to EAU GALLIE MAIN STREET, at the CRA’s discretion, on a lump-sum basis or payable periodic within the term of the agreement, as determined by CRA staff. The funding will be utilized for the following: administration, operating expenses, CRA capital project and program support, lighting projects, and a Florida Main Street program consistent with the CRA Redevelopment Plan and the Community Redevelopment Act.

- b. Warranty of Grantee. EAU GALLIE MAIN STREET agrees and warrants to the CRA that the funds shall only be spent for purposes consistent with the CRA, Florida Main Street Program and this Agreement, and the Florida Redevelopment Act, Part III, Chapter 163, Florida Statutes.
2. EAU GALLIE MAIN STREET agrees to perform the following services assisting in the physical redevelopment efforts of the Downtown Eau Gallie consistent with F.S. §§ 163.345, 163.358, 163.370, of the Community Redevelopment Act and the objectives outlined within the CRA Community Redevelopment Plan.
 - a. Encouraging the development of private funding sources for the purchase and installation of various streetscape enhancements in the CRA District. Specifically the maintenance, promotion, sales of business way-finding signs throughout the retail core;
 - b. Encouraging private property owners in the CRA District to follow the City’s architectural guidelines, and continue assisting in the implementation of the façade improvement grant program in conjunction with the CRA;
 - c. Assist CRA staff with Downtown Eau Gallie parking supply and management issues including stakeholder meetings, parking plans and dissemination of information;
 - d. Support CRA capital projects and programs through design review and facilitation of project information to Eau Gallie stakeholders;
 - e. Encourage private enterprise in the redevelopment efforts of the Eau Gallie CRA; and
 - f. EAU GALLIE MAIN STREET will work with the CRA to implement the recommended programs of the Florida Main Street Program for the continued improvement of the City’s Eau Gallie Riverfront district, as an objective of the 2001 Olde Eau Gallie Riverfront CRA Redevelopment Plan.

These activities include: economic restructuring, design, promotion and membership.

3. Duties of EAU GALLIE MAIN STREET and the CRA:

- a. EAU GALLIE MAIN STREET will educate the public about the CRA's programs, projects and services and other activities undertaken by the City's Community Redevelopment Agency in the Eau Gallie area. Additionally, EAU GALLIE MAIN STREET will work with CRA staff to assist in resolving recurring issues related to City services and programs.
- b. EAU GALLIE MAIN STREET will foster business growth and development throughout the Eau Gallie CRA, primarily in the downtown retail core area of the arts district. The EAU GALLIE MAIN STREET staff shall be thoroughly familiar with businesses, persons, and centers of influence that are directly, or indirectly, involved in the City's Eau Gallie commercial district. The EAU GALLIE MAIN STREET shall provide advice and information to commercial businesses to enhance commerce such as, operations, advertising, uniform store hours, special promotional events and similar activities. Additionally, EAU GALLIE MAIN STREET shall assist in endorsing the Eau Gallie Arts District to potential, future businesses for the CRA.
- c. EAU GALLIE MAIN STREET shall provide a quarterly program synopsis to the CRA for all required activities outlined in services, sections; 2 & 3. The quarterly report will be submitted to the Olde Eau Gallie Riverfront CRA Advisory Committee each quarter of the contract year. The first quarterly report shall be submitted at the January Eau Gallie CRA Advisory Committee. Subsequent quarterly reports shall be submitted at the regularly scheduled meetings in April and July. The final quarterly report shall be submitted in October at the conclusion of the contract. If for some reason the committee does not meet in a month outlined herein, EAU GALLIE MAIN STREET shall submit the quarterly report at the next scheduled meeting.
- d. EAU GALLIE MAIN STREET shall continue its efforts to increase revenue from memberships, sponsorships and fundraising events throughout the contract year and shall report on the progress of its efforts to the Community Redevelopment Agency Advisory Committee and City Council as the CRA Board.
- e. CRA, for fiscal year ending September 30, **2020**, shall pay to EAU GALLIE MAIN STREET the sum of **\$55,000** in one lump sum or payable at the CRA's discretion, for the fiscal year beginning October 1, **2019**.

- f. The CRA shall have access to EAU GALLIE MAIN STREET financial books and statements as well as all work products of EAU GALLIE MAIN STREET prepared for performance of this Agreement. The CRA or its agent may audit the records of EAU GALLIE MAIN STREET at their discretion. EAU GALLIE MAIN STREET shall comply with the provisions of Chapter 119 of the Florida Statutes. EAU GALLIE MAIN STREET shall provide a written quarterly report to the CRA, as part of the quarterly program synopsis, outlined in Part 3 c. The quarterly report shall contain a set of financial statements ending that period, prepared by EAU GALLIE MAIN STREET. The financials shall show cumulative revenues and expenses through the end of each quarter and a balance sheet. A year-end financial compilation report shall be submitted as outlined in Section 6C, of this agreement.
- g. In the event an audit of records shows EAU GALLIE MAIN STREET has, in the sole opinion of the CRA, failed to perform its functions as set forth by this Agreement, the CRA will terminate the grant funding provided herein. These remedies are in addition to those provided by law.
- h. EAU GALLIE MAIN STREET shall report to the CRA Advisory Committee at the regular meetings of the Committee. If the Advisory Committee determines that the work of EAU GALLIE MAIN STREET is unsatisfactorily performed or fails to comply with the terms and conditions of the agreement, then they shall recommend to the CRA to provide written direction to EAU GALLIE MAIN STREET on the actions necessary to achieve compliance. The Advisory Committee shall also recommend on an annual basis whether to continue funding EAU GALLIE MAIN STREET under an annual agreement or to deny continuation of funding.
- i. Grantee is an Independent Contractor. It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, performing this Agreement, and operating a Florida Main Street Program, this grant arrangement and relationship between the CRA and EAU GALLIE MAIN STREET is one in which EAU GALLIE MAIN STREET is an independent contractor of the CRA and not as an agent, employee, joint venturer, or other partner of the CRA. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the EAU GALLIE MAIN STREET, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA. In performing the conditions of this Agreement, EAU GALLIE MAIN STREET acts as an independent contractor and not as an agent or employee of the CRA. EAU GALLIE MAIN STREET shall save and hold the CRA harmless from all suits, claims or causes of action arising from the conduct of EAU GALLIE MAIN STREET in carrying out the terms of this Grant Funding Agreement, whether the suit, claim or cause of action sounds in tort, contract, federal, state or local law violations or any other action brought against the City for

conduct of EAU GALLIE MAIN STREET. EAU GALLIE MAIN STREET shall indemnify the CRA for any losses that the CRA sustains as a result of EAU GALLIE MAIN STREET conduct in performing this Agreement.

- As Assurance of EAU GALLIE MAIN STREET's intent to indemnify and save the CRA harmless from all actions, suits or claims arising from the conduct of EAU GALLIE MAIN STREET, EAU GALLIE MAIN STREET shall maintain general liability insurance naming the City of Melbourne as an additional insured. General liability coverage amounts shall not be less than \$1,000,000 per occurrence. Said policy may not be canceled or changed without thirty (30) days prior written notice to the CRA.

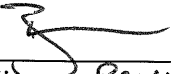
4. Record retention; Public records; Accounting.

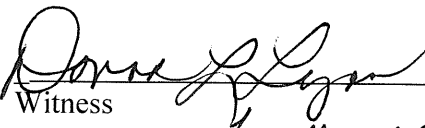
- a. Retention. Financial records, supporting documentation, statistical and other records pertinent to this Agreement/grant shall be retained for a period ending September 30, 2022, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three (3) year retention period and shall continue to be subject to retention under the same is resolved to the satisfaction of the CRA. The retention period commences upon the termination of the term of this Agreement.
- b. Public record. It is hereby specifically agreed that any record, document, computerized information and program, audio or videotape, photograph, or other writing of EAU GALLIE MAIN STREET related, directly or indirectly, to this Agreement/grant shall be deemed to be a Public Record whether in the possession or control of the CRA, EAU GALLIE MAIN STREET, or a third party. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of EAU GALLIE MAIN STREET is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CRA's Redevelopment Staff. Upon request by the CRA, EAU GALLIE MAIN STREET shall supply copies of said records to the CRA at no cost to the CRA. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Grantee be open and freely exhibited to the CRA for the purpose of examination and/or audit.
- c. Financial records shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations, and made available for inspection by the CRA or its authorized representative at all reasonable times. A financial report for the period of the grant shall be

prepared by a certified public accountant (CPA), licensed to practice accounting in the State of Florida. The financial report shall include the CPA's compilation report on the financial statements of the EAU GALLIE MAIN STREET. A copy of the financial report shall be furnished to the CRA within ninety (90) days of the completion of the EAU GALLIE MAIN STREET's fiscal year. At the discretion of the CRA, a financial audit may be required, and performed by an independent CPA licensed to practice in the State of Florida at the expense of the EAU GALLIE MAIN STREET.

- d. EAU GALLIE MAIN STREET also agrees that it may be audited for internal performance or accounting matters at any time by the CRA to assure compliance with this Agreement/grant. Any monies finally determined as a result of any financial review or audit, which are misspent or otherwise not spent as provided for this Agreement/grant, shall be immediately returned to the CRA. Prior to making any final determination of misspending or failure to comply with this agreement by the Grantee, the CRA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement/grant.
5. This Grant Funding Agreement may be terminated without cause upon sixty (60) days written notice to the other party and with cause upon thirty (30) days written notice.
6. This Grant Funding Agreement may be renewed annually at the discretion of the Melbourne City Council, acting in its capacity as the CRA Board, and following upon the advice and recommendation of the Olde Eau Gallie Riverfront CRA Advisory Committee.
7. CRA Grant funding provided through this agreement shall be used with those activities outlined in Section 2 of the agreement. Direct expenses for special events, parades, or supplementary fundraising activities of EGAD, are not eligible expenses of this grant agreement.
8. The grant award of \$55,000 in CRA funding for services is to be allocated by EAU GALLIE MAIN STREET generally as follows:
 - Operating and administration expenses in carrying out Section 2 of this agreement \$44,000
 - CRA district seasonal lighting project \$2,500
 - Program activities consistent with CRA Plan goals \$8,500
9. In the event that EAU GALLIE MAIN STREET does not provide for one or more of the services outlined in section 8, the funding for the service(s) outlined in that section shall be returned to the Downtown Eau Gallie CRA.

Eau Gallie Arts District Main Street, Inc., a non-profit,
tax exempt, 501(C3), Florida Corporation


Witness Brian M. Stephens


Witness Donna Lynn
Treasurer

By: 

Name: Lisa C. Paekard

Title: Exec. Director

THE CRA:

OLDE EAU GALLIE RIVERFRONT COMMUNITY
REDEVELOPMENT AGENCY, a Florida public body
corporate and politic

ATTEST:

Cathleen A. Wysor, City Clerk

By: Kathy Meehan, Chairman

EAU GALLIE ARTS DISTRICT MAIN STREET

FY2019 QTR 4
& FY2020 QTR 1
Report



BOARD OF DIRECTORS 2019-2020

EXECUTIVE TEAM

Brian Stephens (Chair)
Andrew Roman (VC, Design)
Jessica Taylor (Secretary)
Donna Lynn (Treasurer)

DIRECTORS

Tina Murray
George Alexander
Blake Robison (EV)
Melanie Schrader (Org)
Pawan Gaikwad
Becca Polak (Promo)
Mike McBride

BUSINESS UPDATE

ROCKY WATER SOCIAL CLUB – beginning construction

FOXWOOD WINE COMPANY (**closed** with a loss of 2 employees)

FM PIZZA OVEN (is going strong; ?? employees)

POLERCISE STUDIO (2 employees)

ELIZABETH HUNTER STUDIO (two employees)

REVAMP (relocated so her space has yet to be filled; 2 employees)

BSO Building has a new co-working space

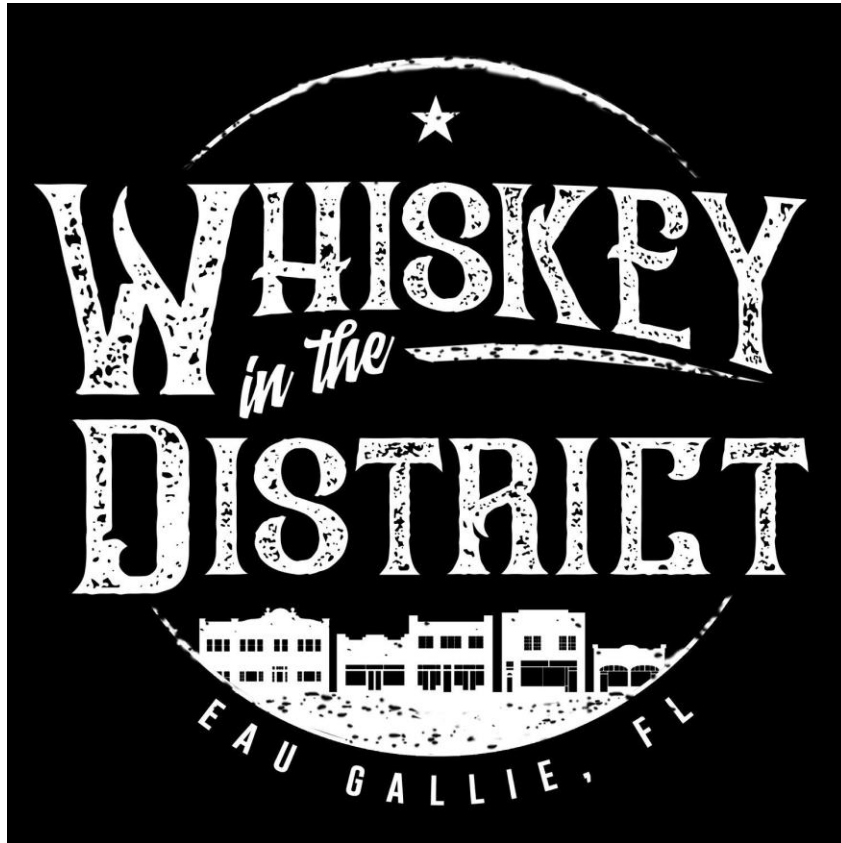
Liv EGAD – co-working space

UNCLE SCOTTY'S AIR BNB

MAIN STREET INITIATIVES

DESIGN	ECONOMIC	ORG	PROMOTIONS
Wayfinding Kiosks	Updating the 2016 Market Report	Annual Report (hand out)	Tree Lighting
Paint the EG Square & Library Pier sign	Other initiatives to be discussed		Street-based community promotional activities
NEA grant for Sculpture installation and one large-scale mural about EGAD history			THIS IS SEPARATE FROM FUNDRAISERS FOR THE NONPROFIT.

EXISTING FUNDRAISERS



WOMEN WE LOVE **FIFTH** ANNUAL
LUNCHEON at ROSSETTER HOUSE



NEW FUNDRAISER



JUN 6,
2020



WaiterRaces.com



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ICE CREAMS | BEVERAGES



**FLORIDA
RESTAURANT &
LODGING
ASSOCIATION**