

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, April 18, 2022

6:00 PM

Cocoa City Council Chambers

Diamond Square RDA

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

22-209 Staff requests Agency Approval of the Agenda for the Diamond Square CRA Agenda for the Regular Meeting on April 18, 2022.

Attachments: 4-18-2022 Short DS.pdf

MINUTES:

22-210 Request Agency Approval of the Minutes from the Diamond Square CRA Regular Meeting on Monday, Marcy 21, 2022.

Attachments: DSCRA Minutes 3-21-22 FINAL.pdf

III. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

IV. PRESENTATIONS:

V. ACTION ITEMS:

1. 22-219 Diamond Square CRA New Board Member Training
Attachments: DS CRA Board Training 2022.pptx
2. 22-211 Staff requests Agency Members to hold the annual election for a Chairperson and Vice Chairperson for the Diamond Square CRA.

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3. 22-195 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 820 Barbara Jenkins Street, Cocoa, Fl and authorize the City Manager to execute a Residential Paint Agreement.
- Attachments: [Richardson 820 Barbara Jenk Application.pdf](#)
 [Richardson 820 Barbara Jenk Pics.pdf](#)
 [Richardson 820 Barbara Jenk Paint Agreement.pdf](#)
4. 22-196 Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 820 Barbara Jenkins St, Cocoa, Fl and authorize the City Manager to execute a Residential Beautification Agreement.
- Attachments: [Richardson 820 Barbara Jenk Application Redacted.pdf](#)
 [Richardson 820 Barbara Jenk Pics.pdf](#)
 [Richardson 820 Barbara Jenk Agreement.pdf](#)
5. 22-197 Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 824 Barbara Jenkins St., Cocoa, Fl and authorize the City Manager to execute a Residential Beautification Agreement.
- Attachments: [Johnson - 824 Barbara Jenk Application.pdf](#)
 [Johnson - 824 Barbara Jenk Pics .pdf](#)
 [Johnson - 824 Barbara Jenk Pics 1 .pdf](#)
 [Johnson 824 Barbara Jenk Agreement.pdf](#)
6. 22-199 Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF #22-073-T, in the amount of \$900, to increase the Legal Services account in order to cover the costs for the Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$900 to increase PO 78621 to cover legal expenses.
- Attachments: [DS CRA Resolution 22-199 FY 2022.pdf.pdf](#)
 [BAF 22-073-T-DSCRA-Funding Legal Expenses \(4-18-22\) Agenda 22-199.pdf](#)
7. 22-212 Staff is requesting Agency approval for a Resolution Amending the FY22 Budget, BAF #22-072-T in the amount of \$196 to account for a deficit in the Travel and Per Diem Account. ...End
- Attachments: [DS CRA Resolution 22-212 FY 2022.pdf.pdf](#)
 [BAF 22-072-T-DSCRA-Florida Redev Conf \(4-18-22\) Agenda 22-212.pdf](#)

8. 22-202 Staff is requesting Agency Approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award's category and is requesting Agency Approval to spend \$398.00 from the Other Charges & Obligations account for these application submittals.

Attachments: [FRA Application Award.pdf](#)

VI. ATTORNEY'S REPORT:

VII. UPDATES AND STAFF REPORTS:

VIII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Cocoa Redevelopment Agency will be on Tuesday at 5:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) <https://tinyurl.com/s5e875r> or

(2) <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

Pursuant to Section 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, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include 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 otherwise not allowed by law.

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.



Legislation Details (With Text)

File #:	22-209	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/8/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff requests Agency Approval of the Agenda for the Diamond Square CRA Agenda for the Regular Meeting on April 18, 2022.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4-18-2022 Short DS.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 8, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Staff requests Agency Approval of the Agenda for the Diamond Square CRA Agenda for the Regular Meeting on April 18, 2022.

BACKGROUND:

Agency Members approve the DS CRA Agenda at the beginning of the meeting.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests Agency Approval of the Agenda for the Diamond Square CRA Agenda for the Regular Meeting on April 18, 2022.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Vacant
Board Member

Jackie Isom
Board Member

Marilyn Ross-Smith
Board Member

Larry Brown
Board Member –
Appointed by
Brevard
County

SPECIAL MEETING AGENDA

DATE: Monday, April 18, 2022
TIME: 6:00 p.m.

Location: Cocoa City Hall,
Council Chambers
65 Stone Street

- I. **CALL TO ORDER**
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
- II. **APPROVAL OF AGENDA & MINUTES**
AGENDA: Regular Meeting of April 18, 2022
MINUTES: Regular Meeting of March 21, 2021
- III. **DELEGATIONS**
PRESENTATION: Updates
Angela Essing, Upstart Cocoa
Kathryn Rudolph, weVenture Program
Purvette Bryant, 2021 Recipient, Strategic Capital Consulting, Inc.
- IV. **ACTION ITEMS**
 1. New Board Member Training
 2. Election of Chairperson and Vice Chairperson.
 3. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 820 Barbara Jenkins St, Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.
 4. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 820 Barbara Jenkins St, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
 5. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 824 Barbara Jenkins St, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
 6. Staff is requesting Agency approval for a Resolution Amending the FY22 Budget and a BAF in the amount of \$900 to increase Legal Services and approve a Change Order to PO 78621.
 7. Staff is requesting Agency approval for a Resolution Amending the FY22 Budget and a BAF in the amount of \$196 to account for a deficit in the Travel and Per Diem Account.
 8. Staff is requesting approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award category. Each application submittal is \$199 and therefore, staff is requesting Agency Approval of \$398.00 to be taken from the Promotional Activities account for these application submittals and to approve a Resolution and BAF in the amount of \$398.00 to cover the costs of the award submittals. .
- V. **ATTORNEY'S REPORT**
- VI. **UPDATES AND STAFF REPORTS**
- VII. **NEXT MEETING DATE**
The next meeting of the Diamond Square Redevelopment Agency is May 16, 2022, at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.
- VIII. **ADJOURNMENT**



Legislation Details (With Text)

File #: 22-210 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 4/8/2022 **In control:** Diamond Square RDA
On agenda: 4/18/2022 **Final action:**
Title: Request Agency Approval of the Minutes from the Diamond Square CRA Regular Meeting on Monday, Marcy 21, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [DSCRA Minutes 3-21-22 FINAL.pdf](#)

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 8, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Request Agency Approval of the Minutes from the Diamond Square CRA Regular Meeting on Monday, Marcy 21, 2022.

BACKGROUND:

Agency Members approve the Minutes at the beginning of each meeting.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of the Minutes from the Diamond Square CRA Regular Meeting on Monday, Marcy 21, 2022.

**MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
REGULAR MEETING
March 21, 2022**

The Regular Meeting of the Diamond Square Community Redevelopment Agency was held on March 21, 2022, at Cocoa City Hall, 65 Stone Street, Cocoa, FL, as publicly noted.

I. **Call to Order**

Agency Member Smith called the meeting to order at 6:07 pm.

ROLL CALL:

Tracy A. Moore	Chairperson
Delores Martin	Vice Chairperson
Sylvia Thomas	Agency Member
Ed Jones	Agency Member
Jackie Isom	Agency Member
Marilyn Ross Smith	Agency Member
Larry Brown	Agency Member
Joseph Colombo	Agency Attorney
Lori Chabot	Recording Secretary

PRESENT:

Marilyn Ross Smith	Agency Member
Ed Jones	Agency Member
Jackie Isom	Agency Member
Larry Brown	Agency Member
Lori Chabot	Recording Secretary

ABSENT:

Tracy A. Moore	Chairperson
Delores Martin	Vice Chairperson
Joseph G. Colombo	Agency Attorney

STAFF PRESENT:

Charlene Neuterman, Community Services Director. Councilman Goins was also in attendance.

Agency Member BROWN provided the invocation and the Pledge of Allegiance to the flag of the United States of America.

II. **Approval of Agenda and Minutes:**

AGENDA: Regular Meeting of March 21, 2022.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member JONES to approve the agenda for the March 21, 2022, DS CRA Regular Meeting with an amendment to the Year from 2021 to 2022.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

MINUTES: Special Meeting of January 31, 2022.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member JONES to approve the minutes for the January 31, 2022, as written.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

III. **Delegations**-None

- IV. **Presentations:** Habitat's Female Veteran's Village Update, Kate Dilulio was present and gave the Agency Members an update on the Female Veteran's Village. Homes 3 and 4 near finished. Mrs. Neuterman added they should receive CO within a month. Houses 5, 6 are in re permitting but should be underway fairly quickly. Agency Member Brown asked about residents for homes 3 and 4 and she confirmed they were completing documents.

V. **Action Items:**

1. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 809 Temple St, Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.

Mrs. Neuterman introduced the item, adding the applicant had met the grant requirements.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to approve an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 809 Temple St, Cocoa Fl and authorize the City Manager to execute a Paint Grant Program Agreement.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

2. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 603 Washington Street, Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.

Mrs. Neuterman presented the request stating applicant had met the application requirements and photos are attached.

* ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to approve** an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 603 Washington Street, Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

3. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 809 Temple St, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

Mrs. Neuterman presented the request stating applicant had met the application requirements and photos are attached.

* ***MOTION by Agency Member BROWN; SECONDED by Agency Member JONES to approve** an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 809 Temple St, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

4. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 603 Washington, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

Mrs. Neuterman presented the request stating applicant had met the application requirements and photos are attached.

* ***MOTION by Agency Member ISOM; SECONDED by Agency Member BROWN to approve** an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 603 Washington, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

5. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 361 Lucas Lane, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

Mrs. Neuterman presented the request stating applicant had met the application requirements and photos are attached.

* ***MOTION by Agency Member ISOM; SECONDED by Agency Member BROWN to approve** an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 361 Lucas Lane, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

6. Staff is requesting Agency Members to choose from four options a design for Diamond Square Community Redevelopment Stickers to provide to Business Owners who are in the DS CRA.

* ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to approve Decal Option 2 design and to purchase for the businesses in the Diamond Square CRA.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

Discussion ensued as to how long it would take to receive the decals, getting the decals delivered through door to door, churches, and that they would be for Commercial Businesses.

VI. Attorney's Report –NONE

VII. Updates and Staff Report –

Community Services Director Neuterman shared with agency members photos of signs in yards of homes that have completed the Diamond Square grants. Agency Members discussed the success and benefits of the grant programs for the Community and Mrs. Neuterman stated she will come back with an assessment of the dollars spent, remaining and whether the agency will need to approve additional funding to be moved from the Contingency Account.

- Next Month will be an update on Upstart Cocoa. Kathryn Rudolph, Executive Director of weVenture and Purvette Bryant, Upstart Recipient will be in attendance.
- There are three applicants so far for the vacancy in DSCRA. Once the backgrounds are complete, they will go to an April Council meeting.
- At the next meeting, Agency Members will vote for a Chair and Vice Chair.
- Budget Season has begun and the April meeting will include discussion of the priorities for the coming year and Mrs. Neuterman requested Agency Members to think about their priorities. Staff will advertise as a budget workshop style meeting to include input from citizens. Will have a report of the projects in the plan and status of each.

Agency Member Smith asked about the first-time homebuyers' assistance and if there was any participation. Mrs. Neuterman replied yes, staff works with Cocoa Housing Initiative - CHI to determine whether an applicant is eligible. Typically, it is about a 6-month process. Funds for this purpose are limited but typically there are 2-3 per year we can support.

Agency Member SMITH asked about the Façade Grant that someone had asked her about it and was there any flexibility to their coming up with the \$10,000 up front. Mrs. Neuterman explained they don't have to spend \$10,000, it is up to \$10,000. But that it is a reimbursement type grant.

Agency Member ISOM asked about the status of the Rosa Jones lots and the old Peach Tree Garden. Mrs. Neuterman replied staff is working on identifying any surplus properties. The April 2nd council meeting will include the surplus list to be discussed as to how to proceed with the properties.

Agency Member ISOM asked about the road work on Aurora Road and when would that be coming down towards Cocoa. Discussion ensued regarding the DOT road project and street/road work the City is doing. Mrs. Neuterman will get more information and forward to Agency Members.

Agency Member BROWN asked Councilman Goins about a Community Meeting and asked him what his priorities were for Diamond Square. Councilman Goins replied he was unsure about the available funds. He added he would like to continue working on Joe Lee Smith Park, roads, and fixing pot holes. There is not as much funding available for this year.

Agency Member BROWN asked about the Community Meeting for Diamond Square. Councilman GOINS replied he was not sure on the date but was working on it. He also expressed he wants to figure out a way to get people in attendance. He continued they have tried Surveys but didn't get as many as they needed. Agency Member SMITH suggested door to door. Councilman GOINS replied he was willing to try that. Agency Member BROWN suggested going through the churches.

Councilman GOINS discussed a car wash, Mod Wash, wanting to come in on Stone Street corner. He encouraged Mod Wash to hold a community meeting and get input. There will be workshop on March 31 at Joe Lee Smith Center at 6 PM. Councilman GOINS wants to be sure they know the history of the Diamond Square and Stone Street. Agency Member BROWN asked what affect would the car wash have on traffic. Councilman GOINS replied it would cause significant issues but mostly that Stone Street closed. He added there has been discussion about opening Lemon Street instead however, both have utility issues.

Agency Member BROWN brought up the Parks and Rec summer camp and the Diamond Square CRA providing scholarships like last year. Mrs. Neuterman explained the Brevard Parks and Rec will no longer allow for invoicing for Camp. All payment must be made up front. With that, an MOU with Parks and Recreation will be needed to allow for invoicing. Mrs. Neuterman will meet with the CRA attorney regarding this.

Agency Member BROWN asked about the Pool at Joe Lee Smith. Councilman GOINS stated it needs repairs, and it needs life guards. He continued, at the last Council meeting, he asked to pay for Life Guard Classes to become a life guard. He would like to get 4-5 people from Diamond Square to take the course to be a Certified Lifeguard.

Agency Member SMITH recommended getting information out through Veronica Jenkins as she has a large following.

Agency Member BROWN asked about the information boards at Joe Lee Center not working and the US 1 not working. He would like to see information on them. Mrs. Neuterman stated she would look into that.

Agency Member ISOM stated she invites people to come to meetings and they don't want to. In their mind, they don't see enough change and do not want to participate. Councilman GOINS replied, government is slow, not blaming anyone specifically. It takes time to get things done. The Community needs to learn how things work. He is teaching teens at McNair Middle School - Government 101. Councilman GOINS suggested using the older style sandwich signs for public notification. Agency Member ISOM agreed, it might work. Councilman GOINS will mention it to City Manager.

Next Meeting Date

The next regularly scheduled meeting of the Diamond Square Community Redevelopment Agency will be in April 18, 2022, 6 pm at Cocoa City Hall, 65 Stone Street, Cocoa, Florida, unless a business need arises earlier.

VIII. Adjournment

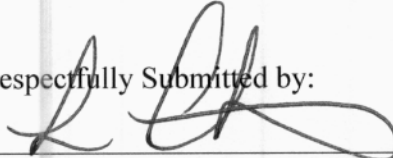
* *MOTION by BROWN; SECONDED by Agency Member ISOM to adjourn the meeting.

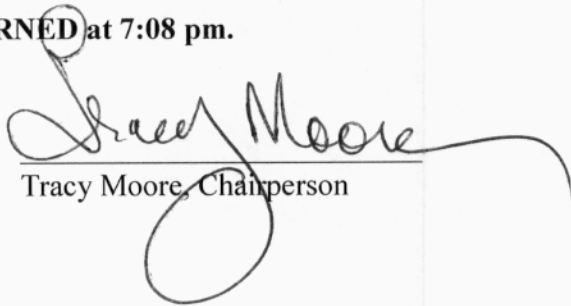
AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

MEETING WAS ADJOURNED at 7:08 pm.

Respectfully Submitted by:


Lori Chabot, Recording Secretary


Tracy Moore, Chairperson



Legislation Details (With Text)

File #: 22-219 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 4/13/2022 **In control:** Diamond Square RDA
On agenda: 4/18/2022 **Final action:**
Title: Diamond Square CRA New Board Member Training
Sponsors:
Indexes:
Code sections:
Attachments: [DS CRA Board Training 2022.pptx](#)

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 13, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Diamond Square CRA New Board Member Training

BACKGROUND:

As new Board Members are added to the CRA, Staff will present New Board Member Training.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Diamond Square CRA New Board Member Training



Legislation Details (With Text)

File #:	22-211	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/8/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff requests Agency Members to hold the annual election for a Chairperson and Vice Chairperson for the Diamond Square CRA.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 8, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Staff requests Agency Members to hold the annual election for a Chairperson and Vice Chairperson for the Diamond Square CRA.

BACKGROUND:

As a requirement in the City Charter (Section 2-58*), the Chairperson and Vice Chairperson elections are to be held on an annual basis. The current Chairperson, Tracy Moore, was selected as the Chairperson in January 2020 when the Agency was reorganized due to the Interlocal Agreement with Brevard County. The current Vice-Chair, Delores Martin, was selected as the Vice Chair in January 2020. Due to an oversight by Staff, there was no election for Chair and Vice-Chair in 2021.

*Section 2-58 Each board and committee shall be responsible to elect, by majority vote of the members of each board or committee, a chairperson and deputy-chairperson. The election shall occur annually at the first meeting held in January, unless there is no January meeting, then the next meeting held. All newly established boards and committees shall make such elections at their first regularly scheduled meeting and then annually as stated above. Alternate members (as provided below) shall not be elected to positions of chairperson or deputy-chairperson. All meetings shall be as regularly scheduled and at the call of the chair and at such other times as a majority of the members of any board or committee may determine.

Staff is requesting nomination of a Chairperson to be elected by majority vote. Staff is also requesting nomination of a Vice Chairperson to be elected by majority vote. The motion will have two separate parts, election of Chair and election of Vice Chair.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff requests Agency Members to hold the annual election for a Chairperson and Vice Chairperson for the Diamond Square CRA.



Legislation Details (With Text)

File #:	22-195	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/4/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 820 Barbara Jenkins Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Richardson 820 Barbara Jenk Application.pdf Richardson 820 Barbara Jenk Pics.pdf Richardson 820 Barbara Jenk Paint Agreement.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 4, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 820 Barbara Jenkins Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) Redevelopment Plan has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove the blighting influences identified in the original "finding of Necessity" study. Over the past, the City and the CRA have invested substantially in upgrading infrastructure, removing blighted structures, assembling land and funding façade improvements.

The plan update in 2014 was created to build on prior years serving as a guide to implement the community's vision through refocusing on the roles, priorities and connections of the CRA with other organizations. The update was intended to support desired growth and development in order to stimulate private investment and enhance community identity.

The Paint Grant Program has \$5,000 budgeted in the FY2022 budget to award grants throughout the fiscal year. Applicants are subject to availability of funds which are awarded on a first come, first-

serve basis to homeowners meeting all Program eligibility requirements. The program eligibility requirements are as follows:

- Applicant/homeowner must reside in the home requesting participation in the program
- Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	<u>\$1,000.00</u>
Account Number	<u>111-3230-559-83.00</u>
Account Name	<u>Other Grants and Aids</u>

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

June, 2021, the Diamond Square CRA approved the Residential Paint Program, similar to the CRA's Commercial Façade Grant Program in an effort to support the plan's goal of raising value and perception of the Diamond Square and to encourage area spending and homeowner investment (*Objective 3.6*) and the development of community partnerships to grow in ways to further benefit the Diamond Square Community (*Objective 5.3*)

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 820 Barbara Jenkins Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

Rec'd
1-28-22

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



Residential Paint Program Guidelines

I. Purpose

The Diamond Square Community Redevelopment Residential Paint Program (hereinafter the "Program") was established by the Diamond Square Community Redevelopment Agency (the "CRA") to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square Redevelopment Plan the CRA is authorized to "support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector." The Program allows eligible applicants to share with the CRA the cost of painting an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$1,000.00 that include pressure washing, paint and paint supplies to be awarded per approved project. The recipient shall be responsible for painting and any additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program.

III. Eligibility

The residential dwelling (hereinafter the "Home") must be located within the Diamond Community Redevelopment Area.

1. The Applicant/Home Owner must reside in the Home requesting participation in the Paint Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The project shall consist of painting the exterior of the Home. Interior painting projects are not eligible. Current members of the CRA or City Staff are not eligible. The exterior of the Home will be pressure washed by a contractor after the application is approved. CRA staff will verify completion of the pressure washing.
4. Applications may be considered according to an "application cycle" established by the CRA.

IV. Applicant Requirements/Program Process

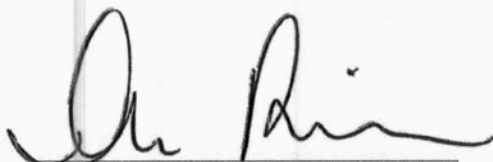
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. The CRA will have the exterior pressure washed upon completion and CRA approval of application and prior to purchase of Paint and paint supplies.
4. The application must include the chosen color scheme for both the building and trim and color photographs of the exterior of the existing Home ("before" photos). Recommended color palettes are available upon request from the CRA.
5. Upon application approval, the applicant will consult with CRA staff and a representative from a CRA approved paint supply company to determine what paint and paint supplies will be sufficient in order to complete an industry-standard paint job.

6. Upon selection and transfer of paint and supplies to the applicant, the CRA will issue payment directly to the paint supply company.
7. Work must commence on the project within 30 days of the applicant's receipt of the paint and paint supplies. All work must be complete within 60 days from the commencement date.
8. Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. In the event completed work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited pressure washing and to the purchase of paint and paint supplies in an amount not to exceed \$1,000.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or Implied.

Applicant must sign acknowledging receipt of the Program Guidelines.



Applicant/Homeowner Signature

1-27-22

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Iris Richardson Drivers License # [REDACTED]

Home Address: 820 Barbara Jenkins St. Cocoa FL 32922
Street City State Zip Code

Telephone: 321-626-4074 E-Mail: blekdiva321@gmail.com

Initial box:

☒ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

Exterior Paint for Walls and Trim:

1822 square feet of home

Light Grey Color Selection - Walls

Dark grey and white Color Selection - Trim

You must attach color photographs of the existing building showing all exterior sides of the building.

ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Paint Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. The Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. I/we understand that the exterior of the Home will be pressure-washed by an approved contractor determined by the CRA before receiving the paint and paint supplies.
6. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved paint supply company to determine what paint and supplies will be sufficient in order to complete an Industry-standard paint job.
7. I/we understand that work must commence on the project within 30 days of receipt of the paint and paint supplies. I/we understand that all work must be complete within 60 days of receipt of the paint and supplies.
8. I/we understand that the CRA will provide pressure washing, paint and paint supplies in an amount not to exceed \$1,000.00 to be used to paint the exterior residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages.
9. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
10. I/we understand that the CRA's liability under this Program shall be solely limited to pressure washing and the purchase of paint and paint supplies in an amount not to exceed \$1,000.00.
11. I/we further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
12. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
13. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Home Owner is responsible for obtaining such permits, if required, by the City or any other governmental entity.
14. I/we understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
15. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
16. I/we understand that applications may be considered according to an "application cycle" established by the CRA.
17. I/we certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
18. I/we understand that I/we have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
19. I/We understand that verifications of this information may be obtained or made by the CRA.
20. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA, the Applicant and the Building Owner.

[Signature]
Signature of Applicant/Home Owner

1-28-22
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 28 day of January, 2022,

by Iris Richardson, who is personally known to me or who has produced

FDL as identification.

Notary Public, State of Florida Affix Stamp

Return complete application by mail or in person to:
Diamond Square Community Redevelopment Agency
ATTN: DS Residential Paint Program
65 Stone Street
Cocoa, FL 32922

FLORIDA INDIVIDUAL ACKNOWLEDGMENT
F.S. 117.05(13)

State of Florida

County of Brevard }

The foregoing instrument was acknowledged before me by means of

☒ Physical Presence,

— OR —

☐ Online Notarization,

this 28 day of January, 2022, by
Date Month Year

Iris Richardson
Name of Person Acknowledging

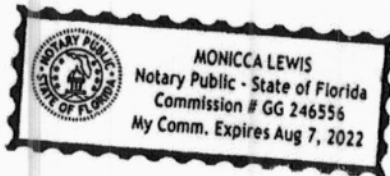
[Signature]
Signature of Notary Public — State of Florida

Monicca Lewis
Name of Notary Typed, Printed or Stamped

☒ Personally known

☒ Produced Identification

Type of Identification Produced: FLDL



Place Notary Seal Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Residential Painting Program Guidelines

And Application

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461538	CL-0011883	23D0

Pay your taxes online at www.brevardtc.com

RICHARDSON, IRIS
820 BARBARA JENKINS ST
COCOA, FL 32922-0000

820 BARBARA JENKINS ST

COLLEGE PARK AMENDED MAP LOT
10 BLK 13

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	79,920	50,000	29,920	106.70
BREVARD LIBRARY DISTRICT	0.4118	79,920	50,000	29,920	12.32
BREVARD MOSQUITO CONTROL	0.1669	79,920	50,000	29,920	4.99
RECREATION DISTRICT 4 - MAINT	0.6193	79,920	50,000	29,920	18.53
TI-CO AIRPORT AUTHORITY	0.0000	79,920	50,000	29,920	0.00
SCHOOL - BY STATE LAW	3.6020	79,920	25,000	54,920	197.82
SCHOOL - BY LOCAL BOARD	0.7480	79,920	25,000	54,920	41.08
SCHOOL - CAPITAL OUTLAY	1.5000	79,920	25,000	54,920	82.38
CITY OF COCOA	6.4532	79,920	50,000	29,920	193.08
ST JOHNS RIVER WATER MGMT DST	0.2189	79,920	50,000	29,920	6.55
FLA INLAND NAVIGATION DIST	0.0320	79,920	50,000	29,920	0.96
ENV END LD/WTR LTD 05-24	0.0571	79,920	50,000	29,920	1.71
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	79,920	50,000	29,920	1.46
TOTAL MILLAGE					17.4241
AD VALOREM TAXES					\$667.58
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY					AMOUNT
115 STORMWATER COCOA					126.10
158 SOLID WASTE DISPOSAL					57.00
167 FIRE SERVICES - COCOA					228.76
PAY ONLY ONE AMOUNT IN BOXES BELOW					NON-AD VALOREM ASSESSMENTS
					\$411.86
If Paid By	Nov 30, 2021				
Please Pay	\$1,036.26				

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461538	CL-0011883	23D0

Pay your taxes online at www.brevardtc.com

RETURN
WITH
PAYMENT
RICHARDSON, IRIS
820 BARBARA JENKINS ST
COCOA, FL 32922-0000

PAYING ONLINE VIA
E-CHECK IS FREE



"PAY ONLINE. NOT IN LINE"

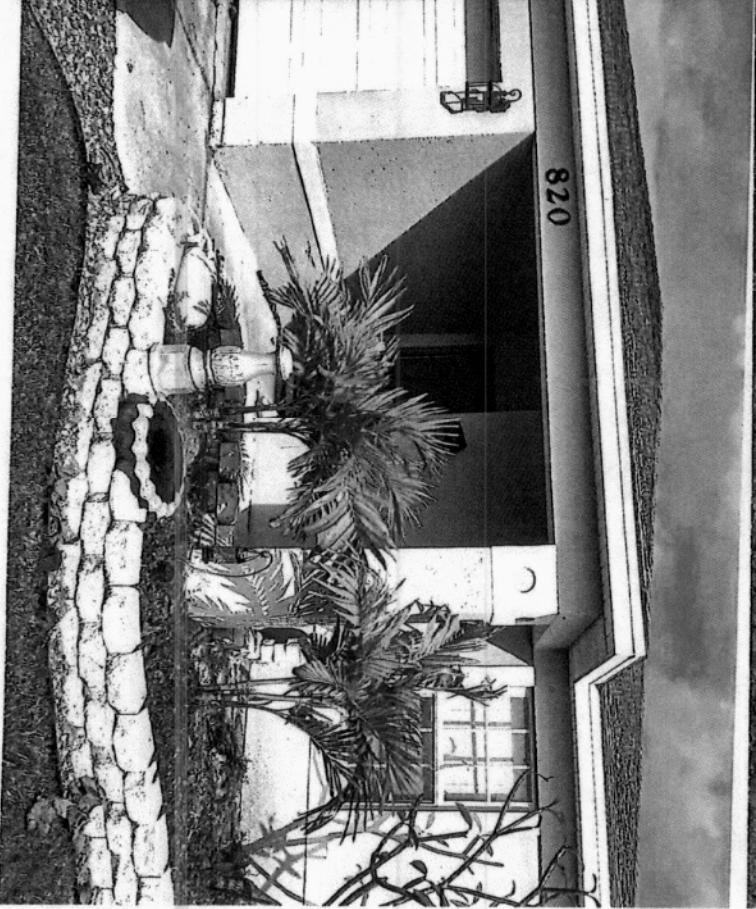
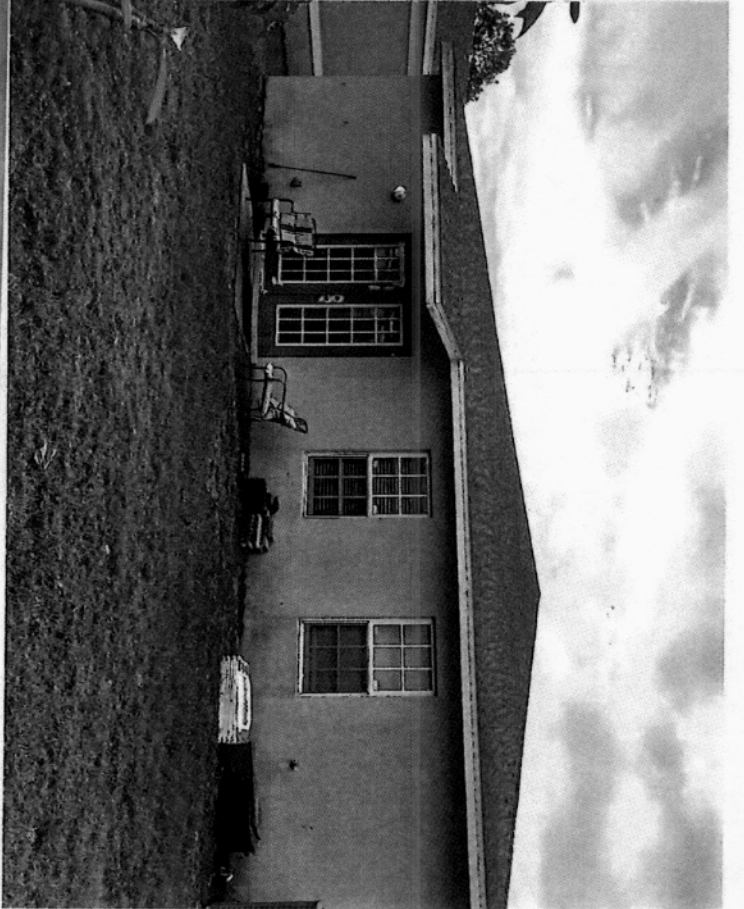
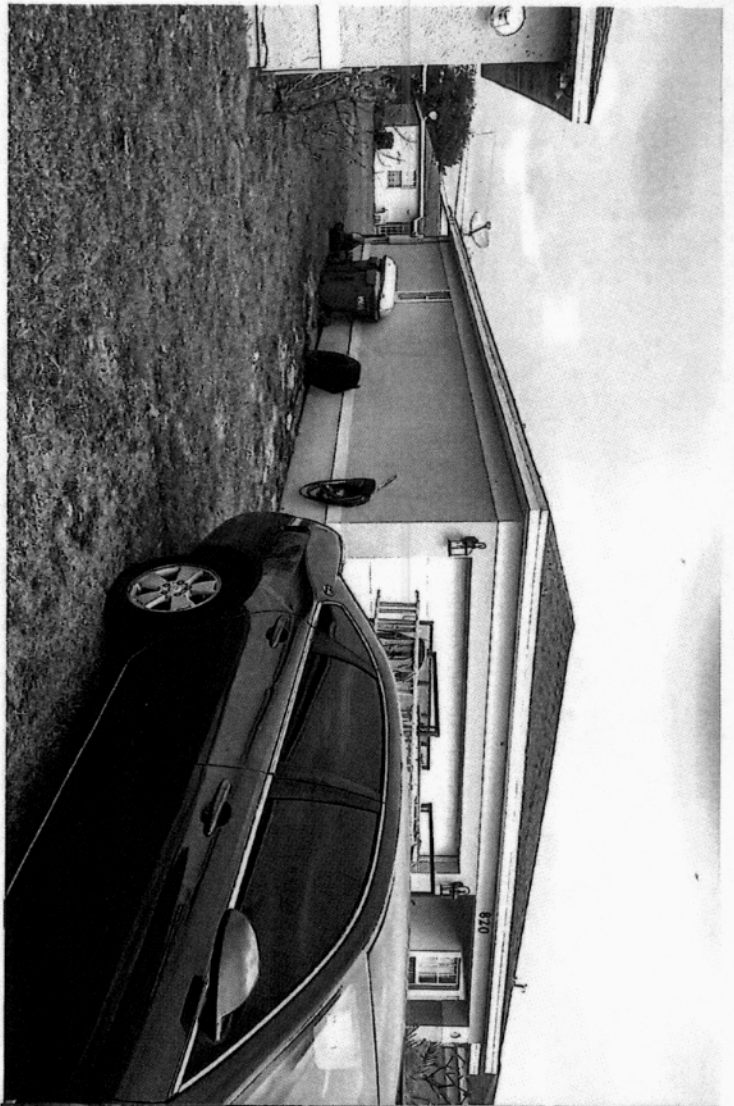
PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2021				
Please Pay	\$1,036.26				

11/22/2021
Paid

Receipt # 000-22-00071602

\$1,036.26 Paid By SUNTRUST BANK



**GRANT AGREEMENT
HOME PAINTING PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this ____ day of _____ **2022** by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and IRIS RICHARDSON whose principal address is 820 Barbara Jenkins St, Cocoa, FL 32922 ("Grantee").

RECITALS:

WHEREAS, the CRA has implemented the Home Paint Program (HPP), the primary purpose of which is to improve the aesthetics and economic order of the residential community, thereby promoting the public interest, by making sweat equity grants to property owners of residential property within the Diamond Square Community Redevelopment Area;

WHEREAS, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 820 Barbara Jenkins St. ("Property");

WHEREAS, a further objective of the HPP is to upgrade and preserve the aesthetic appearance of residential buildings in the Diamond Square Community Redevelopment Area in order to reduce blight and make the area more conducive to home investment by providing funding to undertake property improvements to home exteriors in the Diamond Square Community Redevelopment Area;

WHEREAS, the CRA believes the HPP will thereby stimulate increased residential opportunities within the Diamond Square Community Redevelopment Area, improve property values and increase tax revenues.

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

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

1. **Recitals.** Each and all of the foregoing recitals are 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 Diamond Square Community Redevelopment Agency HPP. All regulations of the HPP shall be adhered to by the CRA 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 painting improvements under the HPP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **One Thousand Dollars (\$1,000.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square Community Redevelopment district. Grant funds shall only be paid by the CRA for qualified approved Home Painting Program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved paint store identified by the City of Cocoa CRA staff. Completion of all painting shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential painting work subject to this grant.
 - (c) The Grantee acknowledges and agrees that painting labor costs and any costs for additional paint or supplies beyond those give in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must be substantially completed within 60 days of the receipt of paint and painting supplies.

4. **Warranty of Grantee; Maintenance.**

(a) Grantee agrees and warrants to the CRA that the paint and painting supplies provided pursuant to this grant shall only be used for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all painting improvements approved under this Grant Agreement shall be maintained and preserved for a minimum of one (1) year. If the CRA determines that said improvements are not being properly maintained during said one (1) year period, the Grantee agrees that it is liable to and shall immediately reimburse the CRA for the entire amount of this HPP Grant, plus interest. Grantee shall be required to refund the amount to the CRA within thirty (30) days of receiving the demand.

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, 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 CRA as additional security for the indebtedness secured hereby.

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 CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. 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 CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in 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 one (1) year (365 days) after final payment by the CRA 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 one year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the CRA.
 - (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 CRA, 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 CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodian of public records.

The Grantee shall provide the CRA, upon request from the CRA, 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 CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA 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 CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA 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 CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA 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) CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the CRA, 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 CRA 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 CRA, 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 CRA 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 CRA 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 Diamond Square CRA:

Diamond Square Community
Redevelopment Agency
c/o The City of Cocoa
Community Services Dept.
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

Iris Richardson

820 Barbara Jenkins St.

Cocoa, FL 32922

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 CRA 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 CRA determine that the Grantee must reimburse the CRA 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 CRA 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 CRA 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 CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CRA's potential liability under state or federal law. As such, the CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the CRA 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 CRA and Grantee have set forth their signatures on the day and year written below.

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: Diamond Square Florida Community Redevelopment Agency pursuant to Section 163.330 et seq., Florida Statutes. By: Stockton Whitten, City Manager _____
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Iris Richardson</u> Title: <u>Homeowner,</u> <u>820 Barbara Jenkins St., Cocoa, FL</u>
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced as identification and who did not take an oath.

(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: 820 Barbara Jenkins St., Cocoa, FL

32922 Owner Name: Iris Richardson

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved:
\$1,000.

Items Included in this Grant:

1. Pressure washing
2. Paint and painting supplies for exterior of home.

Cost of Items Included will be
no greater than \$1,000, as per
grant requirements

Total: \$ _____



Legislation Details (With Text)

File #:	22-196	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/4/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 820 Barbara Jenkins St, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Richardson 820 Barbara Jenk Application Redacted.pdf Richardson 820 Barbara Jenk Pics.pdf Richardson 820 Barbara Jenk Agreement.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 4, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director

Requested Action:
Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 820 Barbara Jenkins St, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) Redevelopment Plan has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove the blighting influences identified in the original "finding of Necessity" study. Over the past, the City and the CRA have invested substantially in upgrading infrastructure, removing blighted structures, assembling land and funding façade improvements.

The plan update in 2014 was created to build on prior years serving as a guide to implement the community's vision through refocusing on the roles, priorities and connections of the CRA with other organizations. The update was intended to support desired growth and development in order to stimulate private investment and enhance community identity.

The Beautification Grant Program has \$5,000 budgeted in the FY2022 budget to award grants throughout the fiscal year. Applicants are subject to availability of funds which are awarded on a first

come, first-serve basis to homeowners meeting all Program eligibility requirements. The program eligibility requirements are as follows:

- Applicant/homeowner must reside in the home requesting participation in the program
- Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	<u>\$500.00</u>
Account Number	<u>111-3230-559-83.00</u>
Account Name	<u>Other Grants and Aids</u>

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

June, 2021, the Diamond Square CRA approved the Residential Beautification Grant Program, similar to the CRA's Commercial Façade Grant Program in an effort to support the plan's goal of raising value and perception of the Diamond Square and to encourage area spending and homeowner investment (*Objective 3.6*) and the development of community partnerships to grow in ways to further benefit the Diamond Square Community (*Objective 5.3*)

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 820 Barbara Jenkins St, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



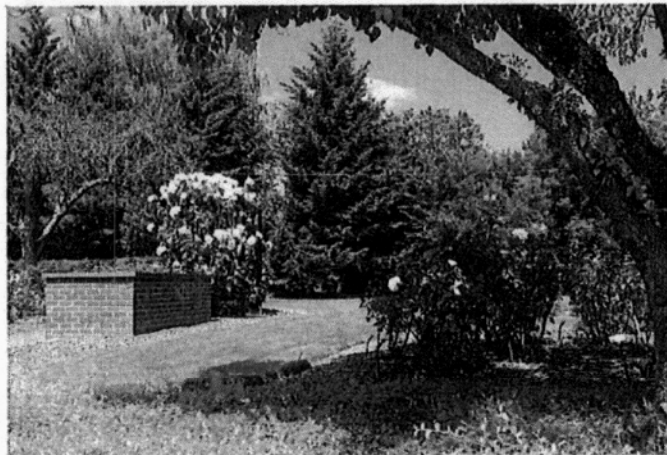
DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program Guidelines

I. Purpose

The Diamond Square Community Redevelopment Residential Beautification Program (hereinafter the "Program") was established by the Diamond Square Community Redevelopment Agency (the "CRA") to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square Redevelopment Plan the CRA is authorized to "support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector." The Program allows eligible applicants to share with the CRA the cost of landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$500.00 for selected landscaping supplies will be awarded per approved project. The recipient shall be responsible for the planting and all additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program.

III. Eligibility

The residential dwelling (hereinafter the "Home") must be located within the Diamond Community Redevelopment Area.

1. The Home Owner must reside in the Home requesting participation in the Beautification Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The project shall consist of landscaping supplies outside of the Home. Current members of the CRA or City Staff are not eligible.
4. Applications may be considered according to an "application cycle" established by the CRA, whereby the application process will be open only to residents.

IV. Applicant Requirements/Program Process

1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. The application must include the chosen plants/bushes and or mulch and color photographs of the area to be landscaped ("before" photos).
4. All plantings must be in the front of the home and within street-view.
5. All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.)
6. Upon application approval, the applicant will consult with CRA staff and a representative from an approved landscaping company to determine what shrubs/plants/bushes will be selected in order to complete the landscaping.

6. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
7. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be complete within 60 days from the commencement date.
8. Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. In the event completed work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited power washing and to the purchase of landscaping supplies in an amount not to exceed \$500.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or Implied.

Applicant must sign acknowledging receipt of the Program Guidelines.



Applicant/Homeowner Signature

1-27-22

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Iris Richardson Drivers License # [REDACTED]

Home Address: 820 Barbara Jenkins St Cocoa FL 32922
Street City State Zip Code

Telephone: 321-626-4074 E-Mail: blekdiva321@gmail.com

Initial box:



I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

"Florida Friendly" Shrubs / bushes - Name(s):

Rocket Barberry Accent shrub
Cherry Bare Root tree
Red Rhododendron
~~Dahlia~~ Dahlias

If requesting mulch, indicate here what color Black (rubber)

* "Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions and are drought tolerant.

You must attach color photographs of the existing building showing all exterior sides of the building.

You must also include drawings of where the plantings will be.

ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Beautification Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. The Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved landscaping supply company to determine what plants/bushes will be sufficient in order to complete an Industry-standard job.
6. I/we understand that work must commence on the project within 15 days of receipt of the landscaping supplies. I/we understand that all work must be complete within 60 days of receipt of the paint and supplies.
7. I/we understand that the CRA will provide landscaping supplies in an amount not to exceed \$500.00 to be used for landscaping the exterior residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages.
8. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
9. I/we understand that all landscaping will be in the front of the home or within "street view".
10. I/we understand that the CRA's liability under this Program shall be solely limited the purchase of landscaping supplies in an amount not to exceed \$500.00.
11. I/we further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
12. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
13. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Home Owner is responsible for obtaining such permits, if required, by the City or any other governmental entity.
14. I/we understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
15. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
16. I/we understand that applications may be considered according to an "application cycle" established by the CRA.
17. I/we certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
18. I/we understand that I/we have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
19. I/we understand that verifications of this information may be obtained or made by the CRA.
20. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA and the Applicant/Home Owner.

[Signature]

Signature of Home Owner

1-28-22

Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 28 day of January, 2022,

by Iris Richardson, who is personally known to me or who has produced

FL DL as identification.

Notary Public, State of Florida Affix Stamp

Return complete application by mail or in person to:
Diamond Square Community Redevelopment
Agency ATTN: DS Residential Beautification Program
65 Stone Street
Cocoa, FL 32922

FLORIDA INDIVIDUAL ACKNOWLEDGMENT
F.S. 117.05(13)

State of Florida

County of Brevard }

The foregoing instrument was acknowledged before me by means of

☒ Physical Presence,

— OR —

☐ Online Notarization,

this 28 day of January, 2022, by
Date Month Year

Fris Richardson

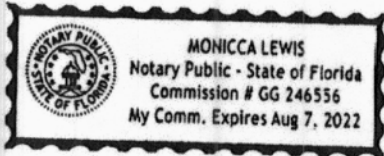
Name of Person Acknowledging

[Signature]

Signature of Notary Public — State of Florida

Monica Lewis

Name of Notary Typed, Printed or Stamped



☐ Personally known

☒ Produced Identification

Type of Identification Produced: _____

FIDL

Place Notary Seal Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Residential Beautification Program
Guidelines And Application

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461538	CL-0011883	23D0

Pay your taxes online at www.brevardtc.com

RICHARDSON, IRIS
820 BARBARA JENKINS ST
COCOA, FL 32922-0000

820 BARBARA JENKINS ST
COLLEGE PARK AMENDED MAP LOT
10 BLK 13

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	79,920	50,000	29,920	106.70
BREVARD LIBRARY DISTRICT	0.4118	79,920	50,000	29,920	12.32
BREVARD MOSQUITO CONTROL	0.1669	79,920	50,000	29,920	4.99
RECREATION DISTRICT 4 - MAINT	0.6193	79,920	50,000	29,920	18.53
TI-CO AIRPORT AUTHORITY	0.0000	79,920	50,000	29,920	0.00
SCHOOL - BY STATE LAW	3.6020	79,920	25,000	54,920	197.82
SCHOOL - BY LOCAL BOARD	0.7480	79,920	25,000	54,920	41.08
SCHOOL - CAPITAL OUTLAY	1.5000	79,920	25,000	54,920	82.38
CITY OF COCOA	6.4532	79,920	50,000	29,920	193.08
ST JOHNS RIVER WATER MGMT DST	0.2189	79,920	50,000	29,920	6.55
FLA INLAND NAVIGATION DIST	0.0320	79,920	50,000	29,920	0.96
ENV END LD/WTR LTD 05-24	0.0571	79,920	50,000	29,920	1.71
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	79,920	50,000	29,920	1.46
TOTAL MILLAGE					17.4241
AD VALOREM TAXES					\$667.58
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY					AMOUNT
115 STORMWATER COCOA					126.10
158 SOLID WASTE DISPOSAL					57.00
167 FIRE SERVICES - COCOA					228.76
PAY ONLY ONE AMOUNT IN BOXES BELOW					NON-AD VALOREM ASSESSMENTS
					\$411.86
If Paid By	Nov 30, 2021				
Please Pay	\$1,036.26				

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2021 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461538	CL-0011883	23D0

Pay your taxes online at www.brevardtc.com

RETURN
WITH
PAYMENT

RICHARDSON, IRIS
820 BARBARA JENKINS ST
COCOA, FL 32922-0000

PAYING ONLINE VIA
E-CHECK IS FREE



"PAY ONLINE. NOT IN LINE"

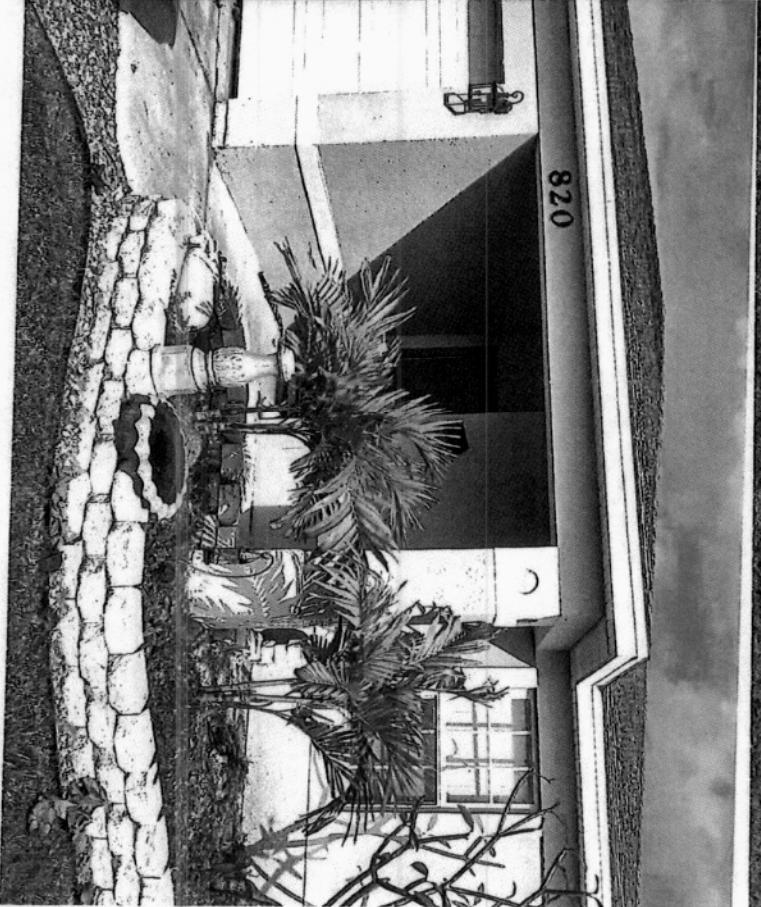
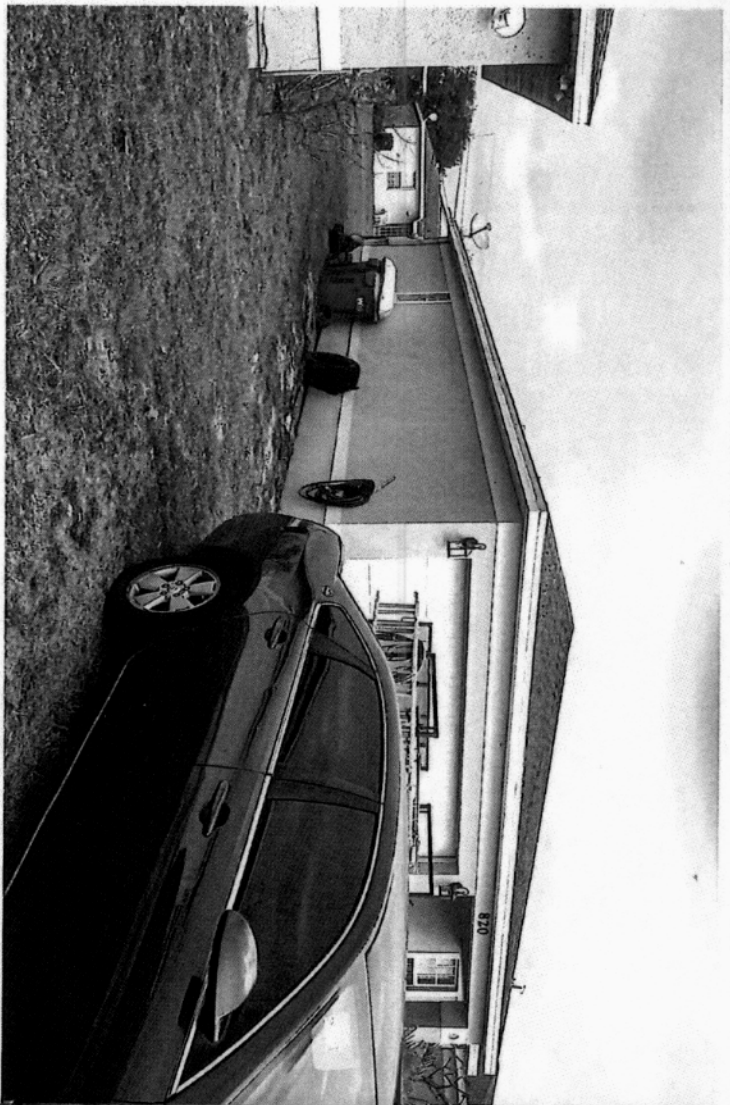
PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2021				
Please Pay	\$1,036.26				

11/22/2021
Paid

Receipt # 000-22-00071602

\$1,036.26 Paid By SUNTRUST BANK



**GRANT AGREEMENT
BEAUTIFICATION PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this _____ day of _____ **2022** by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and **IRIS RICHARDSON** whose principal address is 820 Barbara Jenkins St., Cocoa, FL 32922 ("Grantee").

RECITALS:

WHEREAS, the CRA has implemented the Beautification Program (BP), the primary purpose of which is to improve the aesthetics and economic order of the residential community, thereby promoting the public interest, by making sweat equity grants to property owners of residential property within the Diamond Square Community Redevelopment Area;

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 820 Barbara Jenkins St., Cocoa, FL ("Property");

WHEREAS, a further objective of the BP is to upgrade and preserve the aesthetic appearance of residential buildings in the Diamond Square Community Redevelopment Area in order to reduce blight and make the area more conducive to home investment by providing funding to undertake property improvements to home exteriors in the Diamond Square Community Redevelopment Area;

WHEREAS, the CRA believes the BP will thereby stimulate increased residential opportunities within the Diamond Square Community Redevelopment Area, improve property values and increase tax revenues.

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

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

1. **Recitals.** Each and all of the foregoing recitals are 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 Diamond Square Community Redevelopment Agency BP. All regulations of the BP shall be adhered to by the CRA 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 landscaping improvements under the BP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Five Hundred Dollars (\$500.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square CRA district. Grant funds shall only be paid by the Diamond Square CRA for qualified approved home landscaping program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved landscaping store identified by the City of Cocoa CRA staff. Completion of all landscaping shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential landscaping work subject to this grant.
 - (c) The Grantee acknowledges and agrees that landscaping labor costs and any costs for additional landscaping or supplies beyond those given in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must begin within 15 days of receiving landscaping supplies and be completed within 60 days of the receipt of landscaping supplies.

4. **Warranty of Grantee: Maintenance.**

(a) Grantee agrees and warrants to the CRA that the landscaping supplies provided pursuant to this grant shall only be used for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all landscaping improvements approved under this Grant Agreement shall be maintained and preserved for a minimum of one (1) year. If the Diamond Square CRA determines that said improvements are not being properly maintained during said one (1) year period, the Grantee agrees that it is liable to and shall immediately reimburse the CRA for the entire amount of this BP Grant, plus interest. Grantee shall be required to refund the amount to the CRA within thirty (30) days of receiving the demand.

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, 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 CRA as additional security for the indebtedness secured hereby.

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 CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. 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 CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in 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 one (1) (365 days=1 year) after final payment by the CRA 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 CRA.
 - (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 CRA, 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 CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodial of public records.

The Grantee shall provide the CRA, upon request from the CRA, 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 CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA 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 CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA 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 CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA 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) The CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the CRA, 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 CRA 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 CRA, 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 CRA or its employees, 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 CRA 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 DIAMOND
SQUARE CRA:**

Diamond Square Community Redevelopment Agency
c/o The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 329

TO THE GRANTEE:

Iris Richardson
820 Barbara Jenkins St.
Cocoa, FL 32922

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 CRA 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 CRA determine that the Grantee must reimburse the DS CRA 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 CRA 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 CRA 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 CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CRA's potential liability under state or federal law. As such, the CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the CRA 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.

Witnesses:	GRANTOR: Diamond Square Florida Community Redevelopment Agency pursuant to Section 163.330 et seq., Florida Statutes. By: Stockton Whitten, City Manager _____ Signature

Print Name:	

Print Name:	

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

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____ 2022 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Iris Richardson</u> Title: <u>Owner</u>
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by: _____

the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced as identification and who did not take an oath.

(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: 820 Barbara Jenkins St.

Cocoa, FL 32922

Owner Name: Iris Richardson

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

Cost of Items Included will be
no greater than \$500, as per
grant requirement

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

Hibiscus, Shrubs for fence line, colored bushes, shrubs to fill in spots

_____ Cost: \$ _____

_____ \$ _____

_____ \$ _____

* Florida Friendly" is defined as- quality landscapes that
conserve water, protect the environment, are adaptable
to local conditions, and are drought tolerant.

Total: _____



Legislation Details (With Text)

File #:	22-197	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/4/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 824 Barbara Jenkins St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Johnson - 824 Barbara Jenk Application.pdf Johnson - 824 Barbara Jenk Pics .pdf Johnson - 824 Barbara Jenk Pics 1 .pdf Johnson 824 Barbara Jenk Agreement.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 4, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:

Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 824 Barbara Jenkins St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) Redevelopment Plan has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove the blighting influences identified in the original "finding of Necessity" study. Over the past, the City and the CRA have invested substantially in upgrading infrastructure, removing blighted structures, assembling land and funding façade improvements.

The plan update in 2014 was created to build on prior years serving as a guide to implement the community's vision through refocusing on the roles, priorities and connections of the CRA with other organizations. The update was intended to support desired growth and development in order to stimulate private investment and enhance community identity.

The Beautification Grant Program has \$5,000 budgeted in the FY2022 budget to award grants throughout the fiscal year. Applicants are subject to availability of funds which are awarded on a first come, first-serve basis to homeowners meeting all Program eligibility requirements. The program eligibility requirements are as follows:

- Applicant/homeowner must reside in the home requesting participation in the program
- Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A

Amount Requested \$500.00
Account Number 111-3230-559-83.00
Account Name Other Grants and Aids

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

June, 2021, the Diamond Square CRA approved the Residential Beautification Program, similar to the CRA's Commercial Façade Grant Program in an effort to support the plan's goal of raising value and perception of the Diamond Square and to encourage area spending and homeowner investment (*Objective 3.6*) and the development of community partnerships to grow in ways to further benefit the Diamond Square Community (*Objective 5.3*)

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 824 Barbara Jenkins St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



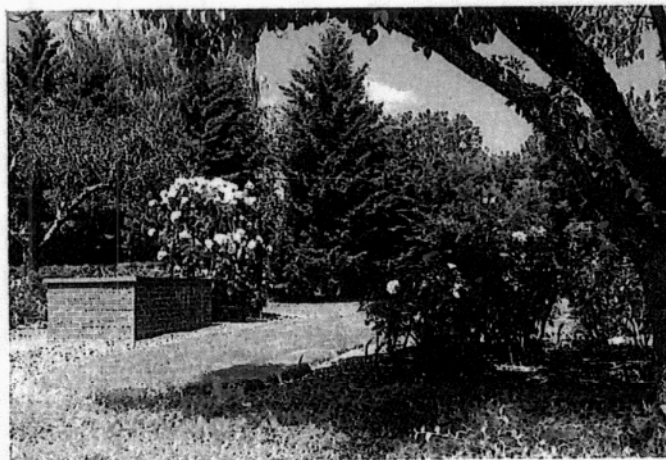
DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program
Guidelines

I. Purpose

The Diamond Square Community Redevelopment Residential Beautification Program (hereinafter the "Program") was established by the Diamond Square Community Redevelopment Agency (the "CRA") to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square Redevelopment Plan the CRA is authorized to "support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector." The Program allows eligible applicants to share with the CRA the cost of landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$500.00 for selected landscaping supplies will be awarded per approved project. The recipient shall be responsible for the planting and all additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program.

III. Eligibility

The residential dwelling (hereinafter the "Home") must be located within the Diamond Community Redevelopment Area.

1. The Home Owner must reside in the Home requesting participation in the Beautification Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The project shall consist of landscaping supplies outside of the Home. Current members of the CRA or City Staff are not eligible.
4. Applications may be considered according to an "application cycle" established by the CRA, whereby the application process will be open only to residents.

IV. Applicant Requirements/Program Process

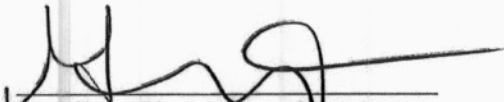
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. The application must include the chosen plants/bushes and or mulch and color photographs of the area to be landscaped ("before" photos).
4. All plantings must be in the front of the home and within street-view.
5. All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.)
6. Upon application approval, the applicant will consult with CRA staff and a representative from an approved landscaping company to determine what shrubs/plants/bushes will be selected in order to complete the landscaping.

6. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
7. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be complete within 60 days from the commencement date.
8. Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. In the event completed work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited power washing and to the purchase of landscaping supplies in an amount not to exceed \$500.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or Implied.

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature

1/28/22
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Arwendolyn Johnson Drivers License # _____

Home Address: 824 Barbara Jenkins Cocoa FL 32922
Street City State Zip Code

Telephone: 321-616-2674 E-Mail: Jlashay59@gmail.com

Initial box.

☒ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

"Florida Friendly" Shrubs / bushes - Name(s):

Sunflowers

Crotons

hibiscus

If requesting mulch, indicate here what color Red

* "Florida Friendly" is defined as- quality landscapes that conserve water, protect the environment, are adaptable to local conditions and are drought tolerant.

You must attach color photographs of the existing building showing all exterior sides of the building.

You must also include drawings of where the plantings will be.

ACKNOWLEDGMENTS AND SIGNATURES

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Beautification Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. The Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. Upon application approval, the Applicant will consult with CRA staff and a representative from a CRA-approved landscaping supply company to determine what plants/bushes will be sufficient in order to complete an Industry-standard job.
6. I/we understand that work must commence on the project within 15 days of receipt of the landscaping supplies. I/we understand that all work must be complete within 60 days of receipt of the paint and supplies.
7. I/we understand that the CRA will provide landscaping supplies in an amount not to exceed \$500.00 to be used for landscaping the exterior residential structure listed on the application, and that I/we are responsible for labor and any other costs or overages.
8. I/we further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
9. I/we understand that all landscaping will be in the front of the home or within "street view".
10. I/we understand that the CRA's liability under this Program shall be solely limited the purchase of landscaping supplies in an amount not to exceed \$500.00.
11. I/we further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
12. Upon completion of the project and final inspection by the CRA, I/we agree to execute an Affidavit of Completion with the CRA.
13. I/we understand that approval under this Program does not constitute a permit or approval of the City and that the Home Owner is responsible for obtaining such permits, if required, by the City or any other governmental entity.
14. I/we understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
15. I/we understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
16. I/we understand that applications may be considered according to an " application cycle" established by the CRA.
17. I/we certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
18. I/we understand that I/we have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
19. I/we understand that verifications of this information may be obtained or made by the CRA.
20. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA and the Applicant/Home Owner.

[Signature]
Signature of Home Owner

1/28/22 Date

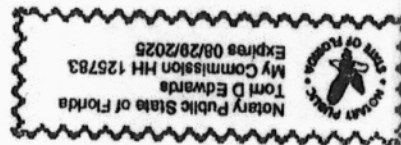
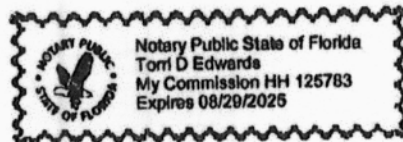
STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 28 day of January, 2022,

by Gwendolyn Johnson, who is personally known to me or who has produced

FL ID as identification.

Notary Public, State of Florida Affix Stamp



Return complete application by mail or in person to:
Diamond Square Community Redevelopment
Agency ATTN: DS Residential Beautification Program
65 Stone Street
Cocoa, FL 32922



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2424083
 Owners JOHNSON, GWENDOLYN
 Mailing Address 824 BARBARA JENKINS ST COCOA FL 32922
 Site Address 824 BARBARA JENKINS ST COCOA FL 32922
 Parcel ID 24-36-32-CC-13-9
 Property Use 0110 - SINGLE FAMILY RESIDENCE
 Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
 Taxing District 23D0 - COCOA
 Total Acres 0.14
 Subdivision COLLEGE PARK AMENDED MAP
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0005/0072
 Land Description COLLEGE PARK AMENDED MAP LOT 9 BLK 13



VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$131,640	\$124,950	\$117,060
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$84,870	\$83,700	\$81,820
Assessed Value School	\$84,870	\$83,700	\$81,820
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$34,870	\$33,700	\$31,820
Taxable Value School	\$59,870	\$58,700	\$56,820

SALES/TRANSFERS

Date	Price	Type	Instrument
05/09/2012	\$100,000	WD	6599/1217
07/16/2010	\$5,000	WD	6215/0194
10/06/2006	\$25,000	WD	5709/5221
09/05/2006	\$25,000	QC	5695/0102
10/01/1994	--	QC	3429/1431
02/01/1974	--	QC	1416/0366

BUILDINGS

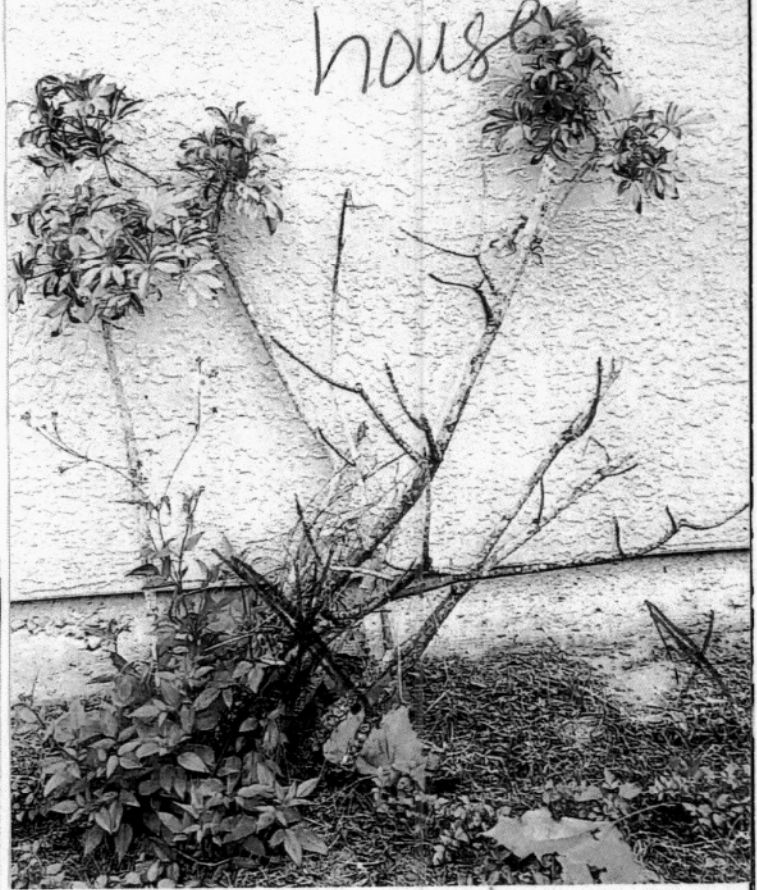
PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details	
Exterior Wall:	STUCCO	Year Built 2012
Frame:	WOOD FRAME	Story Height 9
Roof:	ASPH/ASB SHNGL	Floors 1
Roof Structure:	HIP/GABLE	Residential Units 1
		Commercial Units 0

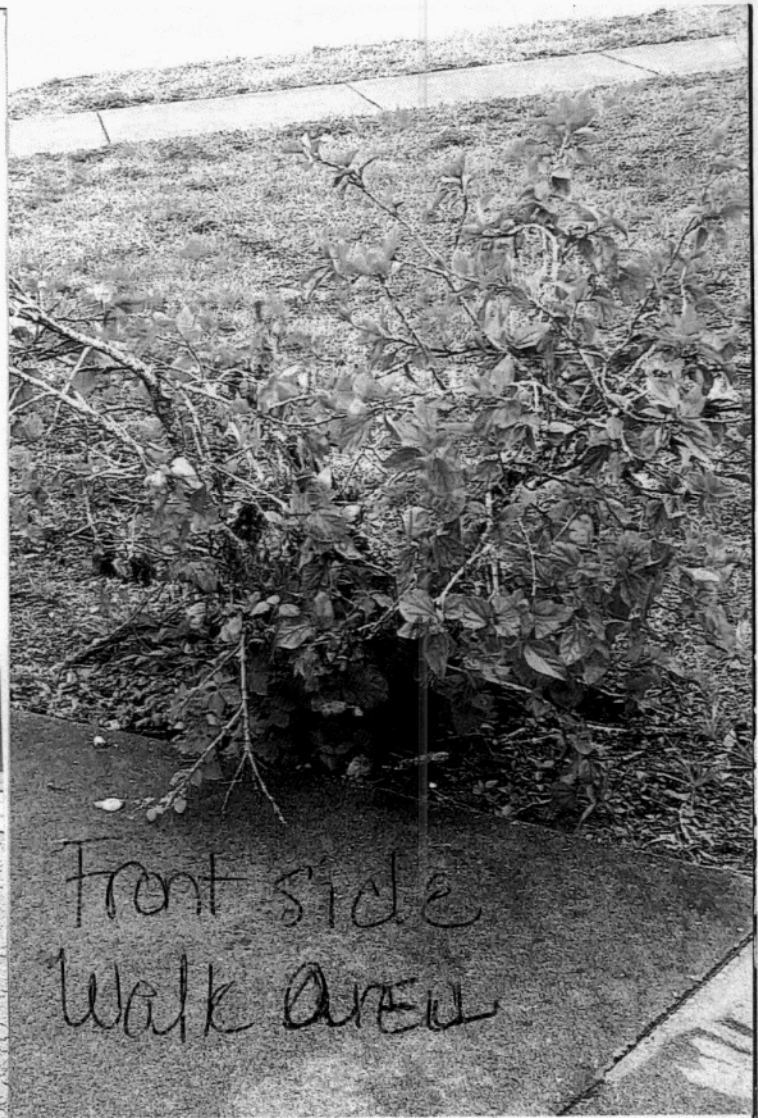
Sub-Areas	Extra Features
Base Area (1st)	1,218 No Data Found
Garage	446
Open Porch	70
Total Base Area	1,218

LT side
house



LT side
of House





**GRANT AGREEMENT
BEAUTIFICATION PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this _____ day of _____ **2022** by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and **GWENDOLYN JOHNSON** whose principal address is 824 Barbara Jenkins St., Cocoa, FL 32922 ("Grantee").

RECITALS:

WHEREAS, the CRA has implemented the Beautification Program (BP), the primary purpose of which is to improve the aesthetics and economic order of the residential community, thereby promoting the public interest, by making sweat equity grants to property owners of residential property within the Diamond Square Community Redevelopment Area;

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 824 Barbara Jenkins St., Cocoa, FL ("Property");

WHEREAS, a further objective of the BP is to upgrade and preserve the aesthetic appearance of residential buildings in the Diamond Square Community Redevelopment Area in order to reduce blight and make the area more conducive to home investment by providing funding to undertake property improvements to home exteriors in the Diamond Square Community Redevelopment Area;

WHEREAS, the CRA believes the BP will thereby stimulate increased residential opportunities within the Diamond Square Community Redevelopment Area, improve property values and increase tax revenues.

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

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

1. **Recitals.** Each and all of the foregoing recitals are 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 Diamond Square Community Redevelopment Agency BP. All regulations of the BP shall be adhered to by the CRA 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 landscaping improvements under the BP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Five Hundred Dollars (\$500.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square CRA district. Grant funds shall only be paid by the Diamond Square CRA for qualified approved home landscaping program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved landscaping store identified by the City of Cocoa CRA staff. Completion of all landscaping shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential landscaping work subject to this grant.
 - (c) The Grantee acknowledges and agrees that landscaping labor costs and any costs for additional landscaping or supplies beyond those given in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must begin within 15 days of receiving landscaping supplies and be completed within 60 days of the receipt of landscaping supplies.

4. **Warranty of Grantee: Maintenance.**

(a) Grantee agrees and warrants to the CRA that the landscaping supplies provided pursuant to this grant shall only be used for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all landscaping improvements approved under this Grant Agreement shall be maintained and preserved for a minimum of one (1) year. If the Diamond Square CRA determines that said improvements are not being properly maintained during said one (1) year period, the Grantee agrees that it is liable to and shall immediately reimburse the CRA for the entire amount of this BP Grant, plus interest. Grantee shall be required to refund the amount to the CRA within thirty (30) days of receiving the demand.

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, 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 CRA as additional security for the indebtedness secured hereby.

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 CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. 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 CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in 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 one (1) (365 days=1 year) after final payment by the CRA 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 CRA.
- (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 CRA, 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 CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodial of public records.

The Grantee shall provide the CRA, upon request from the CRA, 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 CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA 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 CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA 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 CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA 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) The CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

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

SQUARE CRA:

Diamond Square Community Redevelopment Agency
c/o The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 329

TO THE GRANTEE:

Gwendolyn Johnson
824 Barbara Jenkins St.
Cocoa, FL 32922

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 CRA 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 CRA determine that the Grantee must reimburse the DS CRA 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 CRA 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 CRA 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 CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CRA's potential liability under state or federal law. As such, the CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the CRA 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.

Witnesses:	GRANTOR: Diamond Square Florida Community Redevelopment Agency pursuant to Section 163.330 et seq., Florida Statutes. By: Stockton Whitten, City Manager _____ Signature

Print Name:	

Print Name:	

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

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____ 2022 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: <u>Gwendolyn Johnson</u> Title: <u>Owner</u>
--	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by: _____

the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced as identification and who did not take an oath.

(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: 824 Barbara Jenkins St.

Cocoa, FL 32922

Owner Name: Gwendolyn Johnson

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

Cost of Items Included will be
no greater than \$500, as per
grant requirement

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

Hibiscus, Shrubs for fence line, colored bushes, shrubs to fill in spots

_____ Cost: \$ _____

_____ \$ _____

_____ \$ _____

* Florida Friendly" is defined as- quality landscapes that
conserve water, protect the environment, are adaptable
to local conditions, and are drought tolerant.

Total: _____



Legislation Details (With Text)

File #:	22-199	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/4/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF #22-073-T, in the amount of \$900, to increase the Legal Services account in order to cover the costs for the Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$900 to increase PO 78621 to cover legal expenses.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS CRA Resolution 22-199 FY 2022.pdf.pdf BAF 22-073-T-DSCRA-Funding Legal Expenses (4-18-22) Agenda 22-199.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 4, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:

Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF #22-073-T, in the amount of \$900, to increase the Legal Services account in order to cover the costs for the Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$900 to increase PO 78621 to cover legal expenses.

BACKGROUND:

During the fiscal year budgeting process, future expenses are sometimes calculated using historical information and forecasting for the CRA's future needs. Attached is a Budget Adjustment Form in the amount of \$900 transferring funds within the DS CRA from the Contingency Account to Legal Expenses in order to cover additional legal services for the remaining Fiscal Year 2022 Diamond Square CRA meetings.

Staff requests Agency approval of a BAF and Resolution adjusting the FY2021 DS CRA budget. Additionally, Staff requests approval of a Change Order in the amount of \$900 to add funds to PO 78621 for legal services.

BUDGETARY IMPACT:

Budgeted
If not budgeted, is amendment/transfer attached? No
Yes

BAF# 22-073-T

FROM

Amount Requested (\$900.00)
Account Number 111-3230-559-39-00
Account Name Contingency

TO:

Amount Requested \$900.00
Account Number 111-3230-559-31-01
Account Name Legal Expenses

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2022 Budget, BAF #22-073-T, in the amount of \$900, to increase the Legal Services account in order to cover the costs for the Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$900 to increase PO 78621 to cover legal expenses.

RESOLUTION NO. DSCRA 22-199

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Special Meeting held on September 20, 2021; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Diamond Square CRA may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the Diamond Square CRA deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIAMOND SQUARE CRA, as follows:

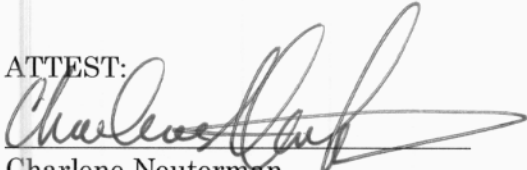
SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

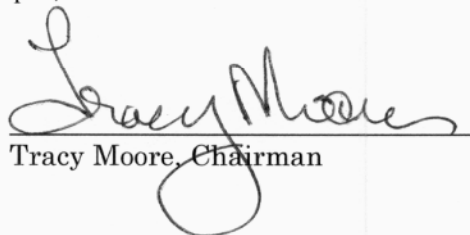
SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the Diamond Square CRA of the City of Cocoa, Florida.

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a regular meeting assembled on the 18th day of April, 2022.

ATTEST:


Charlene Neuterman
Community Services Director


Tracy Moore, Chairman



City of Cocoa Budget Adjustment Form FY 2022 - 22-073-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER			REQUESTING DEPARTMENT #: 3230		DATE PREPARED: 04/04/22	
FROM ACCOUNT(S)						
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET UNENCUMBERED BALANCE
(\$ 900)	111-3230-559.39-00		Contingency Account	\$ 134,140	\$ 132,540	\$ 131,640 \$ 132,540
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
(\$ 900) TOTAL				\$ 0	\$ 0	\$ 0 \$ 0
TO ACCOUNT(S)						
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET UNENCUMBERED BALANCE
\$ 900	111-3230-559.31-01		Legal Expenses	\$ 1,200	\$ 1,200	\$ 2,100 (\$ 220)
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 900 TOTAL				\$ 0	\$ 0	\$ 0 \$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT:						
Transfer funds from the Contingency Account to cover legal expenses in the Diamond Square CRA. Agenda 22-199						
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 04/18/22 RESOLUTION #: 22-199						
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.						
4/4/22	Lori Chabot	4/11/22	Colleen Campbell			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature	
4/11/22	Charlene Neuterman	4/11/22	Lora Howell			
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature	
FINANCE USE ONLY:						
Date Entered:		Entered By:		Group #:		



Legislation Details (With Text)

File #:	22-212	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/8/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff is requesting Agency approval for a Resolution Amending the FY22 Budget, BAF #22-072-T in the amount of \$196 to account for a deficit in the Travel and Per Diem Account. ...End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS CRA Resolution 22-212 FY 2022.pdf.pdf BAF 22-072-T-DSCRA-Florida Redev Conf (4-18-22) Agenda 22-212.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 8, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:

Staff is requesting Agency approval for a Resolution Amending the FY22 Budget, BAF #22-072-T in the amount of \$196 to account for a deficit in the Travel and Per Diem Account. .

BACKGROUND:

During the fiscal year budgeting process, future expenses are sometimes calculated using historical information and forecasting for the CRA's future needs. Attached is a Budget Adjustment Form #22-072-T in the amount of \$196 transferring funds within the DS CRA from the Contingency account to Travel and Per Diem account in order to cover additional travel expenses for the Diamond Square CRA travel to the Redevelopment Conference.

BUDGETARY IMPACT:

Budgeted No
If not budgeted, is amendment/transfer attached? Yes

BAF# 22-212-T

FROM

Amount Requested (\$196.00)
Account Number 111-3230-559.39-00
Account Name Contingency

TO:

Amount Requested \$196.00
Account Number 111-3230-559.40-00
Account Name Travel and Per Diem

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is requesting Agency approval for a Resolution Amending the FY22 Budget, BAF #22-072-T in the amount of \$196 to account for a deficit in the Travel and Per Diem Account.

RESOLUTION NO. DSCRA 22-212

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Special Meeting held on September 20, 2021; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Diamond Square CRA may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the Diamond Square CRA deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DIAMOND SQUARE CRA, as follows:

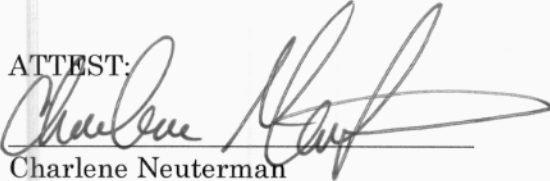
SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

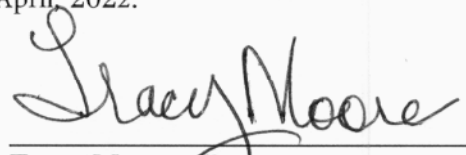
SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the Diamond Square CRA of the City of Cocoa, Florida.

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a regular meeting assembled on the 18th day of April, 2022.

ATTEST:


Charlene Neuterman
Community Services Director


Tracy Moore, Chairman



City of Cocoa Budget Adjustment Form FY 2022 - 22-072-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER		REQUESTING DEPARTMENT #: 3230		DATE PREPARED: 04/11/22			
'FROM' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 196)	111-3230-559.39-00		Contingency Account	\$ 134,140	\$ 132,540	\$ 132,344	\$ 132,540
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 196) TOTAL				\$ 0	\$ 0	\$ 0	\$ 0
'TO' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 196	111-3230-559.40-00		Travel and Per Diem	\$ 2,350	\$ 2,795	\$ 2,991	(\$ 196)
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 196 TOTAL				\$ 0	\$ 0	\$ 0	\$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT: Transfer funds from Contingency Account to Travel and Per Diem for costs related to the Florida Redevelopment Conference.							
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐				DATE APPROVED: 04/18/22 RESOLUTION #: 22-212			
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.							
4/11/22	Lori Chabot	4/11/22	Colleen Campbell				
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature		
4/11/22	Charlene Neuterman	4/11/22	Lora Howell				
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature		
FINANCE USE ONLY: Date Entered: _____ Entered By: _____ Group #: _____							



Legislation Details (With Text)

File #:	22-202	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	4/8/2022	In control:		Diamond Square RDA	
On agenda:	4/18/2022	Final action:			
Title:	Staff is requesting Agency Approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award's category and is requesting Agency Approval to spend \$398.00 from the Other Charges & Obligations account for these application submittals.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FRA Application Award.pdf				

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: April 8, 2022
Agenda Date: April 18, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:

Staff is requesting Agency Approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award's category and is requesting Agency Approval to spend \$398.00 from the Other Charges & Obligations account for these application submittals.

BACKGROUND:

The Florida Redevelopment Agency is requesting nominations for their Awards Ceremony at the next 2022 Florida Redevelopment Agency Conference to be held in Daytona Beach, October, 2022.

One of the awards Categories is Small Projects/Program. This award is for projects submitted in jurisdictions with less than 25,000 in population.

Staff is requesting approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award category. One application to be submitted would be for the Female Veteran's Village and the second for the Diamond Square CRA Paint and Beautification Grant Program.

Each application submittal is \$199 for a total of \$398.00. Therefore, staff is requesting Agency Approval to submit the two applications and agency approval to spend \$398.00 from the Other Charges & Obligations account for these application submittals.

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? N/A

Source of Funds: Diamond Square CRA
Amount Requested \$398.00
Account Number 111-3230-559.49-00
Account Name Other Charges & Obligations

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is requesting Agency Approval to submit 2 applications to the Florida Redevelopment Association for "Small Project" Award's category and is requesting Agency Approval to spend \$398.00 from the Other Charges & Obligations account for these application submittals.

ACADEMY AWARDS ▼ MEMBERSHIP ▼



RESOURCES ▼ ANNUAL CONFERENCE ▼ NEWS



CONTACT US

FRA Award Entry Form

Welcome to the 2022 FRA Awards online submittal page. This is where you can upload all the information required to submit a project or program for a FRA 2022 Redevelopment Award. If you fill in the information on the form, the system will let you submit. If there are holes, it will remind you to enter or upload information.

Please carefully review all the information and the [TIPS sheet](#) before beginning. We recommend that you also gather all your information and know how to upload the files before starting, so that you can complete the submittal in one sitting.

In order to submit an award, you must be an FRA member in good standing. If you're not sure if you're a member go to www.my.redevelopment.net and sign in. There is a current membership directory that will include the name of your company or organization.



Membership benefits are open to anyone connected with that entity. The entry fee is \$200 per award submittal. This year's deadline is June 10, 2022.

Winners will be notified prior to the annual conference in October. We always provide a host of benefits for winners, which include media kits, counseling on how best to promote, and an opportunity for a live video at the conference to further promote the award/project.

A winning entry is an acknowledgment of excellence for the work an organization is doing. All entries will be evaluated on the effectiveness and completeness of the entry. A cross-section of Florida redevelopment professionals will evaluate and rank all submissions.

For more information, contact Jan Newton, FRA Executive Assistant, jnewton@flcities.com, or (850) 701-3622.

Complete the form below to submit your entry.

NOTE: The system at this time does not allow you to save your entries, get out of the system and go back in. You have to upload everything at once.

AWARD CATEGORY (Select one) *

- ☐ Annual Reports
- ☐ Capital Project/Infrastructure
- ☐ Creative Organization Development and Funding
- ☐ Cultural Enhancement
- ☐ Fiscal Impact Study
- ☐ Management Programs Creative Partnerships
- ☐ Out of the Box
- ☐ Outstanding Housing Project
- ☐ Outstanding New Building Project
- ☐ Outstanding Rehabilitation Renovation or Reuse Project
- ☐ Planning Studies
- ☐ Transportation Transit Enhancement

SUBMITTING MEMBER ORGANIZATION *



PROJECT TITLE *

We qualify as a Small Project / Program entry. *

☐ Yes

☐ No

In addition to our submission being considered under one of the above categories, our entry qualifies to be considered for another award, as the best of all submitted Small Project/Program entries, over all categories, for jurisdictions under 25,000 population.

CONTACT NAME & TITLE *

(This name will appear in the Best Book if you win)

CONTACT EMAIL ADDRESS *

(This email will appear in the Best Book if you win)

ADDRESS *

Street Address

Address Line 2

City

Florida

State



P Code

PHONE NUMBER *

Who were your private sector or non-profit partners? Please be as specific as possible. *

Award Entry Details

Project Main Image *

No file chosen

Accepted file types: jpg, gif, png, pdf, eps, jpeg, Max. file size: 32 MB.

Maximum allowed: 32MB

100-word Description of the Entry - for inclusion in the Best Book *

Innovation - How the project used new ideas to solve problems or to carry out the project or program *

0 of 100000 max characters

Community Impact - How the project improved economic, social, design, cultural assets of the community *

0 of 100000 max characters

Funding - How the project leveraged funding and in-kind assistance *



0 of 100000 max characters

Problem Solving – How the project used problem-solving to address unique local issues *

0 of 100000 max characters

Applicability to Other Communities – Why this project or program could be transferred to other communities *

0 of 100000 max characters

Other Things to Tell the Judges – A description or video (provide link) of any other aspects (first of its kind, most successful, aspects not included above) *

0 of 100000 max characters

PowerPoint Presentation

No file chosen

Accepted file types: ppt, pptx, pdf, Max. file size: 32 MB.

Maximum allowed: 32MB (ppt, pptx, pdf)

Additional image I

No file chosen

Accepted file types: jpg, eps, png, jpeg, Max. file size: 32 MB.

Maximum allowed: 32MB

Additional image II

No file chosen

Accepted file types: jpg, eps, png, jpeg, Max. file size: 32 MB.

Maximum allowed: 32MB

Additional image III

No file chosen



Accepted file types: jpg, eps, png, jpeg, Max. file size: 32 MB.

Maximum allowed: 32MB

Additional image IV

No file chosen

Accepted file types: jpg, eps, png, jpeg, Max. file size: 32 MB.

Maximum allowed: 32MB

Documents – For a plan, study, marketing piece or other documents, provide the online link IN the document or a summary of the document

No file chosen

Accepted file types: pdf, doc, docx, xls, xlsx, ppt, pptx, Max. file size: 32 MB.

Maximum allowed: 32MB (Files allowed: pdf, doc, docx, xls, xlsx, ppt, pptx)

Additional documents I

No file chosen

Accepted file types: pdf, doc, docx, xls, xlsx, ppt, pptx, Max. file size: 32 MB.

Maximum allowed: 32MB (Files allowed: pdf, doc, docx, xls, xlsx, ppt, pptx)

Additional documents II

No file chosen

Accepted file types: pdf, doc, docx, xls, xlsx, ppt, pptx, Max. file size: 32 MB.

Maximum allowed: 32MB (Files allowed: pdf, doc, docx, xls, xlsx, ppt, pptx)

Additional documents III

No file chosen

Accepted file types: pdf, doc, docx, xls, xlsx, ppt, pptx, Max. file size: 32 MB.

Maximum allowed: 32MB (Files allowed: pdf, doc, docx, xls, xlsx, ppt, pptx)

Additional documents IV

No file chosen

Accepted file types: pdf, doc, docx, xls, xlsx, ppt, pptx, Max. file size: 32 MB.

Maximum allowed: 32MB (Files allowed: pdf, doc, docx, xls, xlsx, ppt, pptx)



PROJECT COMPLETION DATE *

Submit

Once your form has been submitted, you will receive a confirmation message to verify that your entry has been sent and received. You can either download a payment form or you can use the link to the right of the page to submit it online.

(Note: If you have questions regarding what type of content or materials you should enter in the form, please contact Amber Hughes at ahughes@flcities.com or (850) 701-3621. If you are having technical difficulties with the form, please email Michael Winn at mwinn@rboa.com for assistance.)

AWARD SUBMITTAL INSTRUCTIONS

Please read these instructions before beginning your online submission. Be sure that in order to qualify, the payment and entry are **submitted by June 10, 2022** (postmarked or online).

NOTE: You must be a member in good standing to submit an award entry.

Need inspiration? See previous year "Best Books" under [Awards](#)

Need guidance? *Here are some tips:*

- *The system will not tell you that your photos have been uploaded until you hit the SUBMIT button.*
- *At this time the system does not allow you to save your entries. You will need to get out of the system and go back in.*
- *You have to upload everything all at once.*
- *Fill out all the boxes that you can, if there is an asterisk, it is required.*
- *Each box only allows the uploading of one document or photo – use the "other" boxes to add photos or documents you feel are pertinent.*

By filling out this online form, you will have completed the submittal form with all of this information:

- 1) Project title:** what is the name of the project, plan or study? (This title will appear in all publications.)



2) **Image:** this is of the project/study/plan – the system requires this...please upload your best hi-resolution photo that you would like included in the Best Book

1) **100-word description** (This summary of your entry is used in the Best Book.)

4) **Now fill out the boxes** that comprise a "narrative" of your entry:

- **Innovation**– *How the project used new ideas to solve problems or to carry out the project or program*
- **Community Impact** – *How the project improved economic, social, design, cultural assets of the community*
- **Funding**– *How the project leveraged funding and in-kind assistance*
- **Problem Solving**– *How the project used problem-solving to address unique local issues*
- **Applicability to Other Communities**– *Why this project or program could be transferred to other communities*
- **Other Things to Tell the Judges** – *A description of any other aspects (first of its kind, most successful, aspects not included above)*

5) **PowerPoint** – Four slides with before and after photos* (from two different perspectives) and up to ten other slides* in PowerPoint format (*all photos please high-resolution image 300 dpi). IF you would rather upload high resolutions photos separately instead of in the PowerPoint, please upload under "other" (additional) boxes.

6) **Documents** – For a plan, study, marketing piece or other documents, provide the online link to the document or a summary of the document

7) **Check one of the category boxes appropriate for your entry:**

Annual Report – *We want to recognize great communications about the positive impact of the CRA on a community, regardless of budget.*

Capital Project/Infrastructure – *Streetscapes, Landscaping, Parks, Wayfinding, Lighting, Stormwater, etc.*

Creative Organizational Development – *Successful incentive, loan and grant programs; land assembly projects; and projects that combine multiple funding sources, partnerships, resources*

Cultural Enhancement – *Art and cultural projects, events and activities that enhance redevelopment of an area*

Fiscal Impact Study – *Programs that have successfully analyzed data, tracked it over several years, over the term of a project, or combined it with other measurement tools*

Management Programs/Creative Partnerships – *DDAs, DIBs, DIAs, business attraction and retention, hospitality partnerships, community policing, ambassador programs, etc*



Out of the Box – Those that don't fit into any of the other categories can be nominated for this award. We reserve the right to place the submission into another category.

Outstanding Housing Project – Affordable, market rate, workforce, low to moderate income, with or without incentives or partnerships

Outstanding New Building – New buildings constructed with or without incentives in redevelopment areas

Outstanding Rehab, Renovation or Reuse – Buildings rehabilitated with or without incentives in redevelopment areas

Planning Studies – Redevelopment, feasibility, blight findings, streetscapes, landscapes, market analysis/ business development, designs, zoning, historic preservation, etc.

Transportation – Trolleys, trains, electric cars, sidewalks, access, bus shelters, stations, linkages, infrastructure, reuse of rails

- **Small Project/Program** – This award is for projects submitted in jurisdictions with less than 25,000 in population. In addition to being considered under one of the above categories for which you have submitted, your entry qualifies you to be considered as the best of all small project/program entries.

For help, contact Jan Newton, FRA Executive Assistant, jnewton@flcities.com, or (850) 701-3622.



SUBMIT PAYMENT ONLINE



DOWNLOAD PAYMENT FORM

(Note: You will need a username/password to sign in. Contact Jan Newton, FRA Executive Assistant, jnewton@flcities.com, or (850) 701-3622. if you have never logged into our payment system before. This username and password is different than the MyFRA login credentials.)





DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY BOARD TRAINING



DIAMOND SQUARE
REDEVELOPMENT AGENCY

COCOA
FLORIDA

DIAMOND SQUARE CRA

- Established in 1998 – updated in 2014
- Established in accordance with Chapter 163.355, Florida Statutes
- Accomplishments prior to 2014
 - Demolition/acquisition of Ritz Condominiums on Rosa L. Jones
 - Down payment assistance for first time homebuyers
 - Weed and Seed program funding
 - Acquisition of the Skyview Trailer Park and installation of a stormwater pond
 - Funding for benches, trashcans and bus stops on SR 520

2014 UPDATE REDEVELOPMENT GOALS

- **Enhance Streetscapes and Pedestrian Connectivity**
- **Increase Partnerships with Housing Developers**
- **Create Neighborhood Gateways**
- **Create a New Community-Based Center**
- **Enhance Support for Community-Based Organizations and Educational Institutions**
- **Establish a Community-Based Committee Comprised of a Diverse Cross Section of the Community**

RECENT PROJECTS

- **Habitat for Humanity Female Veteran's Village**
 - Five of six homes complete or under construction
 - Stormwater pond at Bernard St.
 - Construction of the Dr. Joe Lee Smith Center
 - Additional benches and trash cans for bus stops in DSCRA
 - New DSCRA signage
 - Paint and Beautification Programs
- **Upstart Diamond Square Program**

INTERLOCAL AGREEMENT

- Executed in 2019 between Cocoa, Diamond Square CRA and Brevard County
- Re-establishes the Agency Board as a seven (7) member board
- One member of the Agency will be appointed by the Brevard County Board of County Commissioners
- The remaining six positions appointed by the City
- Agency members can only serve two consecutive terms and then sit out one year

INTERLOCAL AGREEMENT

- **Board Member Seats**
 - **Seat #1 – One-Year with one, One-Year reappointment**
 - **Seat #2 – Two-Year with one, Two-Year reappointment**
 - **Seat #3 – Three-Year with one, Three-Year reappointment**
 - **Seat #4 – Four-Year with one, Four-Year reappointment**
 - **Seat #5 - Four-Year with one, Four-Year reappointment**
 - **Seat #6 - Four-Year with one, Four-Year reappointment**
 - **Seat #7 – Appointed by the District 2 Brevard County Commissioner**

FISCAL YEAR 2022 BUDGET

- **TAX INCREMENT FINANCING (TIF) REVENUE**
 - **COUNTY TIF - \$135,420 (95% OF \$142,547)**
 - **COUNTY DISTRICT IV RECREATION - \$19,431 (95% OF \$20,453)**
 - **COCOA TIF - \$196,497**
 - **\$30,449,698 (ESTIMATED PROPERTY VALUES)**
- **TOTAL BUDGET = \$351,348**

INTERLOCAL AGREEMENT

- **Agency Termination Date**
 - **September 30, 2032**
- **County Tax Increment Payment**
 - **Cannot exceed \$150,000 in any fiscal year**
- **Annual Audit, report and meeting required per Chapter 163 of the Florida Statutes**
- **25% limit on administrative expenses from County TIF**

FLORIDA SUNSHINE LAW

What is the Sunshine Law?

- Florida's Government-in-the-Sunshine Law provides a right of access to governmental proceedings at both the state and local levels. It applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action.
- There is also a constitutionally guaranteed right of access. Virtually all state and local collegial public bodies are covered by the open meetings requirements with the exception of the judiciary and State Legislature which has its own constitutional provision relating to access.

REQUIREMENTS OF THE SUNSHINE LAW

- The Sunshine Law requires
 - Meetings of boards or commissions must be open to the public
 - Reasonable notice of such meetings must be given
 - Minutes of the meetings must be taken
- This Law applies to “any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation or political subdivision.”
- It also applies to public collegial bodies within the state at both the local as well as state level.
- This Law applies equally to elected OR appointed Boards or Commissions

QUESTIONS



CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: Miriam M. OQuendo

ADDRESS: 416 D Street

Cocoa Fl 32922 TELEPHONE: 321-794-8543

ORGANIZATION YOU REPRESENT (IF ANY): _____

AGENDA ITEM NUMBER/SUBJECT: _____

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must meet one of the following requirements to speak under Delegations)

- ◊ Resident or taxpayer (may speak on any subject of general or public interest)
- ◊ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City, except:
 - ◊ City Employee (may speak regarding his/her employment)
 - ◊ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.
 - ◊ Any person on any item on the agenda (except *emergency items, ministerial items, Quasi-judicial items, and public hearing items*)

PLEASE CONDUCT YOURSELF IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON BACK.

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME:

Scott B. Smith

ADDRESS:

Prospect Ave

TELEPHONE:

ORGANIZATION YOU REPRESENT (IF ANY):

AGENDA ITEM NUMBER/SUBJECT:

in general # 3, 4, 6, 7 & 8

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must meet one of the following requirements to speak under Delegations)

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PLEASE CONDUCT YOURSELF IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON BACK.

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: Kristin Lohrke

ADDRESS: 5529 Billman Circle Cocoa FL 32926

TELEPHONE: 720-935-8780

ORGANIZATION YOU REPRESENT (IF ANY): _____

AGENDA ITEM NUMBER/SUBJECT: Delegations

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must meet one of the following requirements to speak under Delegations)

- ☐ Resident or taxpayer (may speak on any subject of general or public interest)
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