

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, March 21, 2022

6:00 PM

Cocoa City Council Chambers

Diamond Square RDA



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #: 22-121 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 2/22/2022 **In control:** Diamond Square RDA
On agenda: 3/21/2022 **Final action:**
Title: Agency Approval of the Diamond Square Community Redevelopment Agency Agenda for the Regular Meeting on March 21, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [3-21-2022 Short DS.pdf](#)

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

Memo Date: February 22, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Agency Approval of the Diamond Square Community Redevelopment Agency Agenda for the Regular Meeting on March 21, 2022.

BACKGROUND:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Agency Approval of the Diamond Square Community Redevelopment Agency Agenda for the Regular Meeting on March 21, 2022.

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

22-121 Agency Approval of the Diamond Square Community Redevelopment
Agency Agenda for the Regular Meeting on March 21, 2022.

Attachments: 3-21-2022 Short DS.pdf

MINUTES:

22-118 Request Agency Approval of the Minutes from the Diamond Square
Community Redevelopment Special Meeting held on January 31, 2022.

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. 22-106 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 809 Temple Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

Attachments: 809 Temple St - Applic and Attach Redacted.pdf
809 Temple St - Soto Paint Agreement - .pdf

2. 22-115 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 603 Washington Avenue, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.
- Attachments: [603 Wash Ave App and Attch Redacted.pdf](#)
[603 Washington Ave- Welch Paint Agreement - .pdf](#)
3. 22-108 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 809 Temple Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.
- Attachments: [Applic and Attach 809 Temple St Redacted.pdf](#)
[809 Temple Street - Beautification Agreement.pdf](#)
4. 22-116 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 603 Washington Avenue, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement. ..End
- Attachments: [603 Wash St - Applic and Attch Redacted.pdf](#)
[603 Washington Ave - Beautification Agreement.pdf](#)
5. 22-117 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 361 Lucas Lane, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.
- Attachments: [361 Lucas Ln - Appl and Attach Redacted.pdf](#)
[361 Lucas Lane - Beautification Agreement.pdf](#)
6. 22-119 Request 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.
- Attachments: [DS Decal Designs.pdf](#)
[Decal Quote DS CRA Stickers .pdf](#)

VI. ATTORNEY'S REPORT:**VII. UPDATES AND STAFF REPORTS:****VIII. NEXT MEETING DATE:**

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, April 18, 2022 at 6:00 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.



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, March 21, 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 March 21, 2022

MINUTES: Special Meeting of January 31, 2021

III. DELEGATIONS

IV. PRESENTATION

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.
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.
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.
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.
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.
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.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is April 18, 2022, at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

IX. ADJOURNMENT

NOTICE TO PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend. Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by this board 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 insure 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



Legislation Details (With Text)

File #: 22-118 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 2/17/2022 **In control:** Diamond Square RDA
On agenda: 3/21/2022 **Final action:**
Title: Request Agency Approval of the Minutes from the Diamond Square Community Redevelopment Special Meeting held on January 31, 2022.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Memo Date: February 17, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim Department
Requested Action:
Request Agency Approval of the Minutes from the Diamond Square Community Redevelopment Special Meeting held on January 31, 2022.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Request Agency Approval of the Minutes from the Diamond Square Community Redevelopment Special Meeting held on January 31, 2022.



Legislation Details (With Text)

File #: 22-106 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 2/15/2022 **In control:** Diamond Square RDA
On agenda: 3/21/2022 **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 809 Temple Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [809 Temple St Applic and Attach Redacted.pdf](#)
[809 Temple St - Soto Paint Agreement - .pdf](#)

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

Memo Date: February 15, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim 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 809 Temple 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

If approved, this will be the fourth applicant in FY2022 to receive up to \$1,000 in paint, paint supplies and pressure washing for an existing residential property within the Diamond Square Redevelopment Area.

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 809 Temple 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)

recvd - 1/25/22

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

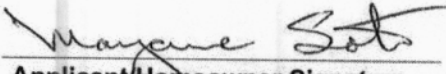
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or 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

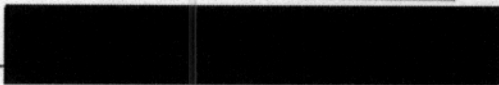
1/25/2022
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: MARYANNE SOTO

Drivers License # 

Home Address: 809 TEMPLE ST. COCOA FL 32922-7114
Street City State Zip Code

Telephone: 404-421-3505 E-Mail: MARYANNE SOTO13@YAHOO.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:

1,272 square feet of home

BEHR - ADOBE SAND Color Selection - Walls

BEHR - WHISKEY BARREL 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.

Maryanne Soto
Signature of Applicant/Home Owner

1/25/2022
Date

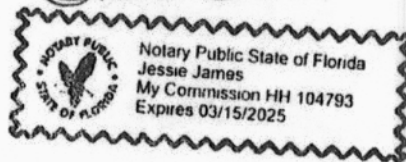
STATE OF FLORIDA, COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25th day of January, 20 22.

by Maryanne Soto, who is personally known to me or who has produced

Florida Driver License S300.540.56.880.0 as identification.

Notary Public, State of FLORIDA Affix Stamp

Jessie James 1/25/2022


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



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2461517
 Owners SOTO, ISMAEL; SOTO, MARYANN
 Mailing Address 809 TEMPLE ST COCOA FL 32922
 Site Address 809 TEMPLE ST COCOA FL 32922
 Parcel ID 24-36-32-CC-13-6
 Property Use 0110 - SINGLE FAMILY RESIDENCE
 Exemptions NONE
 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 6 BLK 13



VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$132,840	\$126,160	\$118,250
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$132,840	\$126,160	\$117,970
Assessed Value School	\$132,840	\$126,160	\$118,250
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$132,840	\$126,160	\$117,970
Taxable Value School	\$132,840	\$126,160	\$118,250

SALES/TRANSFERS

Date	Price	Type	Instrument
07/22/2014	\$68,500	WD	7326/1857
05/23/2014	--	CT	7133/1657
05/30/2008	\$150,000	WD	5870/0064

BUILDINGS

PROPERTY DATA CARD #1

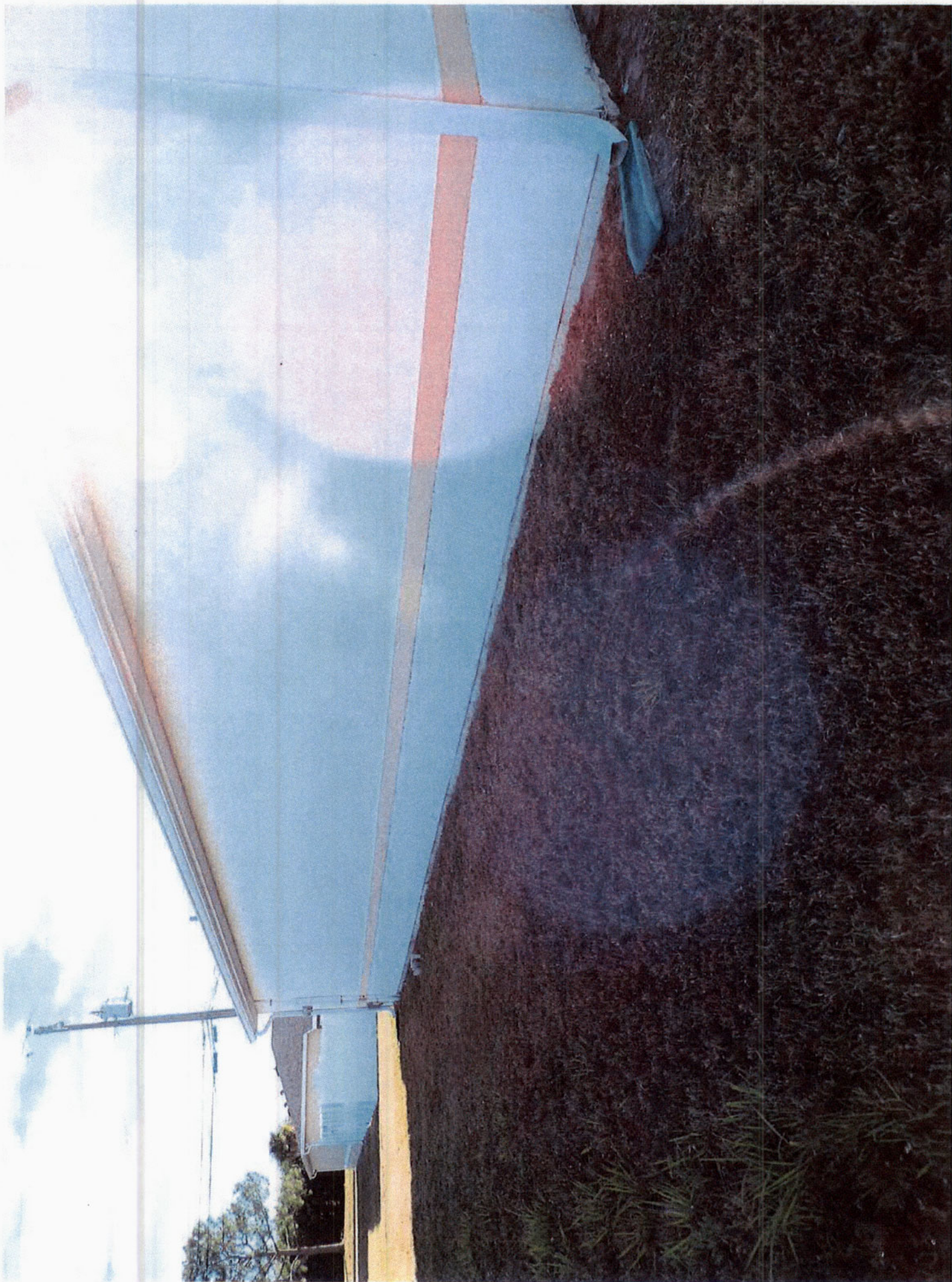
Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details	2007
Exterior Wall:	STUCCO	Year Built
Frame:	MASNRCONC	Story Height
Roof:	ASPH/ASB SHNGL	Floors
Roof Structure:	HIP/GABLE	Residential Units
		Commercial Units

Sub-Areas	Extra Features
Base Area (1st)	1,272
Garage	440
Open Porch	32
Open Porch	40
Total Base Area	1,272
Total Sub Area	1,784









**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 Maryanne Soto whose principal address is 809 Temple Street, 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 809 Temple Street, ("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=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 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:

Maryanne Soto

809 Temple Street

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>Maryanne Soto</u> Title: <u>Homeowner,</u> <u>809 Temple Street, Cocoa, FL</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: 809 Temple Street, Cocoa, FL 32922

Owner Name: Maryanne Soto

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 #:	22-115	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	2/17/2022	In control:		Diamond Square RDA	
On agenda:	3/21/2022	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 603 Washington Avenue, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	603 Wash Ave App and Attch Redacted.pdf 603 Washington Ave- Welch Paint Agreement - .pdf				

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

Memo Date: February 16, 2022
Agenda Date: March 21, 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 603 Washington Avenue, 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

If approved, this will be the fifth applicant in FY2022 to receive up to \$1,000 in paint, paint supplies and pressure washing for an existing residential property within the Diamond Square Redevelopment Area.

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 603 Washington Ave, 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)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



Rec'd 1-27-22

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

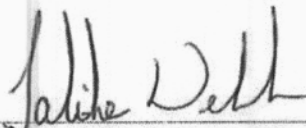
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or 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

1/26/22

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Tabitha Welch Drivers License # 

Home Address: 603 Washington Ave Cocoa FL 32922
Street City State Zip Code

Telephone: (321) 914-7234 E-Mail: Tabitha.Welch90@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:

1,584 square feet of home

Light Sage Green Color Selection - Walls

Cream 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

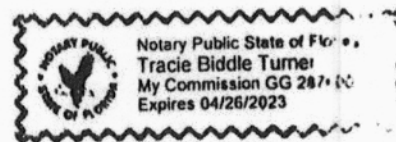
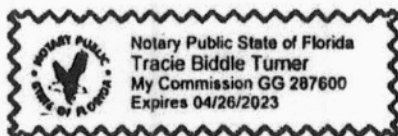
1/26/22
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26th day of Jan, 2022,

by Tabitha Welch, who is personally known to me or who has produced
_____ as identification.

Notary Public, State of Florida Affix Stamp



Tracie Turner

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

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

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

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2460758	CL-0012265	23D0

Pay your taxes online at www.brevardtc.com



7 - 35505

WELCH, TABITHA L
603 WASHINGTON AVE
COCOA FL 32922-7462

603 WASHINGTON ST COCOA
DAVIDSONS UNRECORDED SUBD PART OF
NW 1/4 OF SW 1/4 AS DESC IN ORB
5635 PG 1962 KNOWN AS DAVIDSONS
UNREC SD LOT 12 BLK K



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	73,130	48,130	25,000	89.15
BREVARD LIBRARY DISTRICT	0.4118	73,130	48,130	25,000	10.30
BREVARD MOSQUITO CONTROL	0.1669	73,130	48,130	25,000	4.17
RECREATION DISTRICT 4 - MAINT	0.6193	73,130	48,130	25,000	15.48
TI-CO AIRPORT AUTHORITY	0.0000	73,130	48,130	25,000	0.00
SCHOOL - BY STATE LAW	3.6020	73,130	25,000	48,130	173.36
SCHOOL - BY LOCAL BOARD	0.7480	73,130	25,000	48,130	36.00
SCHOOL - CAPITAL OUTLAY	1.5000	73,130	25,000	48,130	72.20
CITY OF COCOA	6.4532	73,130	48,130	25,000	161.33
ST JOHNS RIVER WATER MGMT DST	0.2189	73,130	48,130	25,000	5.47
FLA INLAND NAVIGATION DIST	0.0320	73,130	48,130	25,000	0.80
ENV END LD/WTR LTD 05-24	0.0571	73,130	48,130	25,000	1.43
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	73,130	48,130	25,000	1.22
TOTAL MILLAGE		17.4241	AD VALOREM TAXES		\$570.91
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY		RATE			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 Please Pay	Nov 30, 2021 \$943.46	Dec 31, 2021 \$953.29	Jan 31, 2022 \$963.11	Feb 28, 2022 \$972.94	Mar 31, 2022 \$982.77

LISA CULLEN, CFC
BREVARD COUNTY TAX COLLECTOR

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

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2460758	CL-0012265	23D0

Pay your taxes online at www.brevardtc.com

WELCH, TABITHA L
603 WASHINGTON STREET
COCOA, FL 32922-0000

603 WASHINGTON ST COCOA
DAVIDSONS UNRECORDED SUBD PART OF
NW 1/4 OF SW 1/4 AS DESC IN ORB
5635 PG 1962 KNOWN AS DAVIDSONS
UNREC SD LOT 12 BLK K

DO NOT PAY

PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2500 • TITUSVILLE, FL 32781-2500

If Paid By Please Pay	Nov 30, 2021 \$943.46	Dec 31, 2021 \$953.29	Jan 31, 2022 \$963.11	Feb 28, 2022 \$972.94	Mar 31, 2022 \$982.77
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DO NOT PAY - THIS IS NOT A BILL

YOUR ORIGINAL BILL WAS MAILED TO CARRINGTON MORTGAGE SERVICES AT THEIR REQUEST





**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 Tabitha Welch whose principal address is 603 Washington Ave., 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 603 Washington Ave., ("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=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 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:

Tabitha Welch

603 Washington Ave.

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 _____
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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>Tabitha Welch</u> Title: <u>Homeowner,</u> <u>603 Washington Ave., 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: 603 Washington Ave., Cocoa, FL 32922

Owner Name: Tabitha Welch

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 #: 22-108 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 2/15/2022 **In control:** Diamond Square RDA
On agenda: 3/21/2022 **Final action:**
Title: Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 809 Temple Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Applic and Attach 809 Temple St Redacted.pdf](#)
[809 Temple Street - Beautification Agreement.pdf](#)

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

Memo Date: February 15, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim Director
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 809 Temple Street, 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

If approved, this will be the second applicant in the current FY to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

BUDGETARY IMPACT:

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

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 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 Beautification Grant application not to exceed \$500.00 for the property located at 809 Temple Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

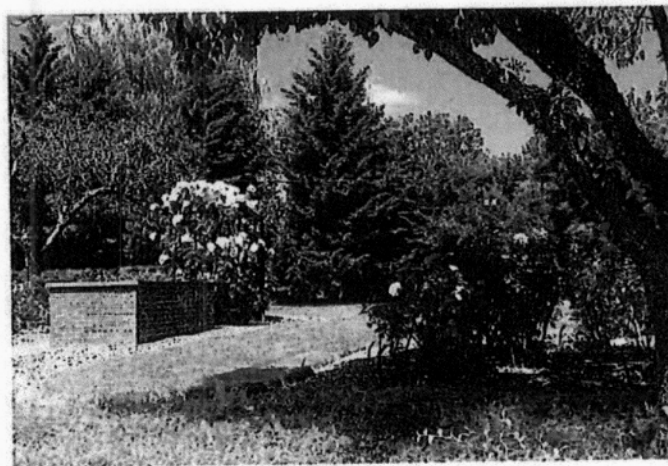
65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

Rec'd

1-27-22

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

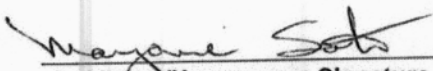
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet 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

1/27/2022
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: MARYANNE SOTO Drivers License # 

Home Address: 809 TEMPLE ST. COCOA FL 32922-7114
Street City State Zip Code

Telephone: 404-421-3505 E-Mail: MARYANNE.SOTO13@YAHOO.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):

TRIPLE PYGMY DATE PALM
CLIMBING HIBISCUS
CAMELIAS
CROTONS

If requesting mulch, indicate here what color _____

* "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.

Maryanne Soto
Signature of Home Owner

1/27/2022
Date

STATE OF FLORIDA, COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of Jan, 2022,

by Maryanne Soto, who is personally known to me or who has produced

Florida Drivers Lic. as identification.

Notary Public, State of Florida Affix Stamp

Gail E Davis
Gail E Davis - Notary



Gail E Davis
Comm. # GG983991
Expires: May 24, 2024
Bonded Thru Aaron Notary

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

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>



Account	2461517
Owners	SOTO, MARYANNE
Mailing Address	809 TEMPLE ST COCOA FL 32922
Site Address	809 TEMPLE ST COCOA FL 32922
Parcel ID	24-36-32-CC-13-6
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
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 6 BLK 13

VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$132,840	\$126,160	\$118,250
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$132,840	\$126,160	\$117,970
Assessed Value School	\$132,840	\$126,160	\$118,250
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$132,840	\$126,160	\$117,970
Taxable Value School	\$132,840	\$126,160	\$118,250

SALES/TRANSFERS

Date	Price	Type	Instrument
01/05/2022	--	DC	9390/0555
07/22/2014	\$68,500	WD	7326/1857
05/23/2014	--	CT	7133/1657
05/30/2008	\$150,000	WD	5870/0064

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details
Exterior Wall: STUCCO	Year Built 2007
Frame: MASNRYCONC	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) 1,272	No Data Found
Garage 440	
Open Porch 32	
Open Porch 40	
Total Base Area 1,272	
Total Sub Area 1,784	

AFTER RECORDING RETURN TO:
NATIONALLINK - REO
300 CORPORATE CENTER DR SUITE 300
CORAPOLIS, PA 15108
File No. 447878/954689

MAIL TAX STATEMENTS TO:

This document prepared by:

HEATHER MAYER, ESQ.
4150 BELFORT ROAD, PO BOX 551121
JACKSONVILLE, FL 32216
716-634-3405

Tax ID No.: 243632CC136

SPECIAL WARRANTY DEED

THIS DEED made and entered into on this 22nd day of July, 2014, by and between PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, organized and existing under the laws of THE UNITED STATES OF AMERICA, a mailing address of 620 LIBERTY AVENUE, PITTSBURGH, PA 15222 hereinafter referred to as Grantor(s) and ISMAEL SOTO AND MARYANN SOTO, HUSBAND AND WIFE, a mailing address of 210 Sandstone Dr., Hampton, GA 30228-5540, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, for and in consideration of the sum of SIXTY-EIGHT THOUSAND FIVE HUNDRED AND 00/100 (\$68,500.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, have this day given, granted, bargained, sold, conveyed and confirmed and do by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee(s) the following described real estate located in BREVARD County, FLORIDA:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND LIMITATIONS OF RECORD, IF ANY.

Prior instrument reference: BOOK 7133, PAGE 1657, Recorded: 05/27/2014

TO HAVE AND TO HOLD the lot or parcel above described together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee(s) and unto the heirs, administrators, successors or assigns of the Grantee(s) forever in fee simple.

Grantor hereby warrants to the Grantee(s) that title to the subject real property described herein is the same quality which was received by the Grantor. Grantor's warranty is limited solely to matters arising from the acts or omissions of the Grantor occurring solely during the period of the Grantor's ownership of the subject real property. This limited warranty is binding upon the Grantor, its successors and assigns.

Tax ID No. 243632CC136

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal on this 22nd day of July, 2014

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY MORTGAGE,
A DIVISION OF NATIONAL CITY BANK

BY

NAME:

NAME: _____
TITLE: **Thomas A. Goheen Jr., Officer**

Signed, sealed and delivered in the presence of:

WITNESSES:

SIGNATURE

PRINT NAME: Beverly A. Gray

~~SIGNATURE~~

PRINT NAME: L. Lea Stover

STATE OF Ohio
COUNTY OF Butler

The foregoing instrument was acknowledged before this 22nd day of July, 2014, by
Thomas A. Goheen Jr. as Officer on behalf of the _____
corporation/company. He/she is personally known to me or has produced: _____ as
identification.

Notary Public _____ (SEAL)
State of Ohio
My commission expires: 3/30/16



JILL A FORTNEY
Notary Public, State of Ohio
My Commission Expires
March 30, 2016

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF BREVARD, STATE OF FLORIDA, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 6, BLOCK 13, AMENDED MAP OF COLLEGE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL ID NO: 243632CC136

PROPERTY COMMONLY KNOWN AS: 809 TEMPLE STREET, COCOA, FL 32922

Section 2. The authority of officers and employees of this Bank to execute documents and instruments on its behalf in cases not specifically provided for in these By-Laws shall be as determined from time to time by the Board of Directors, or, in the case of employees, by officers in accordance with authority given them by the Board of Directors."

Board Resolutions Adopted April 22, 2014

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, each Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Vice President, each Vice President, each Assistant Vice President, the Treasurer and each Assistant Treasurer, the Cashier and each Assistant Cashier, the Secretary and each Assistant Secretary, each Trust Officer and Assistant Trust Officer, each Chief Investment Officer, each Regional President or chief executive of a business region, the General Counsel, the Senior Deputy General Counsel, each Deputy General Counsel and each Chief Counsel (the "Authorizing Officers") of PNC Bank, National Association (the "Bank") shall have the authority to affix and attest the seal of the Bank;

RESOLVED FURTHER, that the Authorizing Officers of the Bank, and any other officers acting at the discretion of any officer authorized to affix and attest the seal of the Bank, are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Bank or to the operation of the Bank, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Bank in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President or any of them, is authorized to name, constitute and appoint such person or persons employed by the Corporation or any of its wholly owned direct or indirect subsidiaries as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that any officer of the Bank and any non-officer employee of the Corporation or the Bank (or any affiliate of the Corporation or Bank) designated in writing by the Chief Executive Officer, the President, any Senior Vice Chairman, Vice Chairman, Executive Vice President or Senior Vice President of the Corporation or Bank, are each hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Bank is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal;
- (b) To receive any sums of money or property due or owing to the Bank in its own right, as an agent for another party, or in any fiduciary or representative capacity and, either as attorney-in-fact for the Bank or otherwise, to sign or countersign

agreements, instruments, or other documents related to the foreclosure of residential real estate loans owned or serviced by the Corporation or the Bank or the enforcement of any other rights and remedies with respect to such loans (including, without limitation, in a bankruptcy or insolvency proceeding), including, without limitation, correspondence, affidavits, certifications, declarations, deeds, substitutions of trustee, verifications, assignments, powers of attorney, sales contracts or any other papers or documents, to execute any instrument of satisfaction for any mortgage, deed of trust, judgment or lien in the Office of the Recorder of Deeds, Prothonotary, or other office or court of record in any jurisdiction, provided, however, that in respect to any mortgage or deed of trust made to this Bank as trustee for bondholders, the foregoing authority shall be exercised only pursuant to an authorization of the Board of Directors or committee of the Board of Directors with oversight of fiduciary risk;

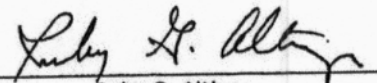
General

RESOLVED FURTHER, that the Authorized Officers of the Bank, and each of them, are authorized to do any and all things and to take any and all actions in connection with these resolutions, including, but not limited to, the execution, delivery, acknowledgement, submitting, filing, recording and sealing of all documents, certificates, statements or other instruments, and the making of any expenditures, which such officers may deem necessary or advisable in order to carry out the intent and purposes of these resolutions;

RESOLVED FURTHER, that all actions heretofore taken by any of the officers, representatives or agents of the Bank, by or on behalf of the Bank or any of its affiliates in connection with the foregoing resolutions be, and each of the same is, ratified and approved; and

RESOLVED FURTHER, that for purposes of the foregoing resolutions, the term "Authorized Officer" shall mean and include, as applicable, the Chairman, Chief Executive Officer, President, Senior Vice Chairman, Chief Financial Officer, Secretary or Treasurer of the Bank, or any Vice Chairman, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary or Assistant Treasurer of the Bank or any other duly appointed officer of the Bank.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and affixed the seal of the Association this 22nd day of April, 2014.


Ruby G. Altizer



TRIPLE
PYGMY
DATE
PALM

CLIMBING
HIBISCUS

CAMELIAS

CROTONS

CAMELIAS

CLIMBING
HIBISCUS









**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 **Maryanne Soto** whose principal address is **809 Temple Street, 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 **809 Temple Street, Cocoa** ("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.

Diamond Square CRA/
BP Grant Agreement

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.

Diamond Square CRA/
BP Grant Agreement

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 32922

TO THE GRANTEE:

Maryanne Soto
809 Temple Street
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.

Diamond Square CRA/
BP 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.

IN WITNESS WHEREOF, the Diamond Square 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 _____ Signature
---	--

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]

Diamond Square CRA/
BP Grant Agreement

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Maryanne Soto</u> Title: <u>Property Owner</u>
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STATE OF Florida
COUNTY OF Brevard

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

809 Temple Street, Cocoa, FL 32922

Owner Name: Maryanne Soto

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:

Triple Pygmy Date Palm,
Climbing Hibiscus

Cost: \$ _____

Camelias

Crotons

\$ _____

\$ _____

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

Total: _____

Diamond Square CRA/
BP Grant Agreement



Legislation Details (With Text)

File #:	22-116	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	2/17/2022	In control:		Diamond Square RDA	
On agenda:	3/21/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 603 Washington Avenue, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement. ..End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	603 Wash St - Applic and Attch Redacted.pdf 603 Washington Ave - Beautification Agreement.pdf				

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

Memo Date: February 17, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim Director
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 603 Washington Avenue, 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

If approved, this will be the third applicant in the current FY to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

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 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 Beautification Grant application not to exceed \$500.00 for the property located at 603 Washington Avenue, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



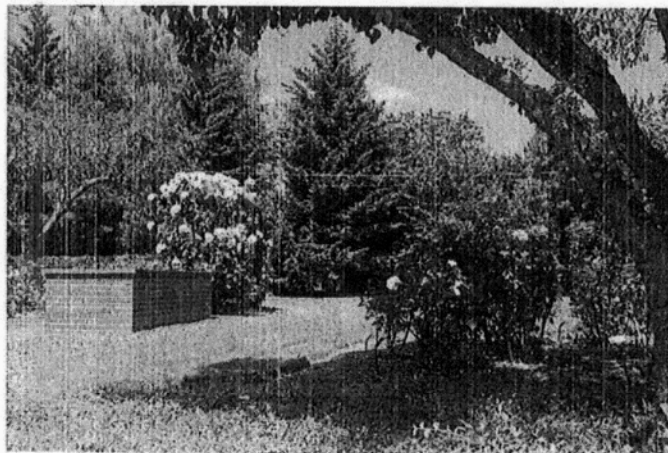
DIAMOND SQUARE

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. **The intent of the grant is support and encourage improved appearance therefore the CRA may not approve all applicants.**

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

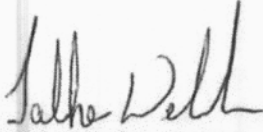
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet 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

1/26/22

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Tabitha Welch Drivers License # [REDACTED]

Home Address: 603 Washington Ave Cocoa FL 32922
Street City State Zip Code

Telephone: (321) 914-7234 E-Mail: TabithaWelch90@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):

Crotons
Hibiscus
Cactus w. w. green
Stonecrop

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

1/26/22

Date

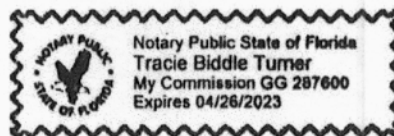
STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26th day of Jan., 2022,

by Tabitha Welch, who is personally known to me or who has produced

_____ as identification.

Notary Public, State of Florida Affix Stamp



Tracie Turner

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

ISA CULLEN, CFC
REVARD COUNTY TAX COLLECTOR

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

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2460758	CL-0012265	23D0

Pay your taxes online at www.brevardtc.com



7 - 35505

WELCH, TABITHA L
603 WASHINGTON AVE
COCOA FL 32922-7462



603 WASHINGTON ST COCOA
DAVIDSONS UNRECORDED SUBD PART OF
NW 1/4 OF SW 1/4 AS DESC IN ORB
5635 PG 1962 KNOWN AS DAVIDSONS
UNREC SD LOT 12 BLK K

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	73,130	48,130	25,000	89.15
BREVARD LIBRARY DISTRICT	0.4118	73,130	48,130	25,000	10.30
BREVARD MOSQUITO CONTROL	0.1669	73,130	48,130	25,000	4.17
RECREATION DISTRICT 4 - MAINT	0.6193	73,130	48,130	25,000	15.48
TI-CO AIRPORT AUTHORITY	0.0000	73,130	48,130	25,000	0.00
SCHOOL - BY STATE LAW	3.6020	73,130	25,000	48,130	173.36
SCHOOL - BY LOCAL BOARD	0.7480	73,130	25,000	48,130	36.00
SCHOOL - CAPITAL OUTLAY	1.5000	73,130	25,000	48,130	72.20
CITY OF COCOA	6.4532	73,130	48,130	25,000	161.33
ST JOHNS RIVER WATER MGMT DST	0.2189	73,130	48,130	25,000	5.47
FLA INLAND NAVIGATION DIST	0.0320	73,130	48,130	25,000	0.80
ENV END LD/WTR LTD 05-24	0.0571	73,130	48,130	25,000	1.43
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	73,130	48,130	25,000	1.22

TOTAL MILLAGE 17.4241 AD VALOREM TAXES \$570.91

NON-AD VALOREM ASSESSMENTS		
LEVING AUTHORITY	RATE	AMOUNT
115 STORMWATER COCOA		126.10
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		228.76

NON-AD VALOREM ASSESSMENTS					
PAY ONLY ONE AMOUNT IN BOXES BELOW					
If Paid By Please Pay	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
	\$943.46	\$953.29	\$963.11	\$972.94	\$982.77

ISA CULLEN, CFC
REVARD COUNTY TAX COLLECTOR

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

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2460758	CL-0012265	23D0

Pay your taxes online at www.brevardtc.com

WELCH, TABITHA L
603 WASHINGTON STREET
COCOA, FL 32922-0000

DO NOT PAY

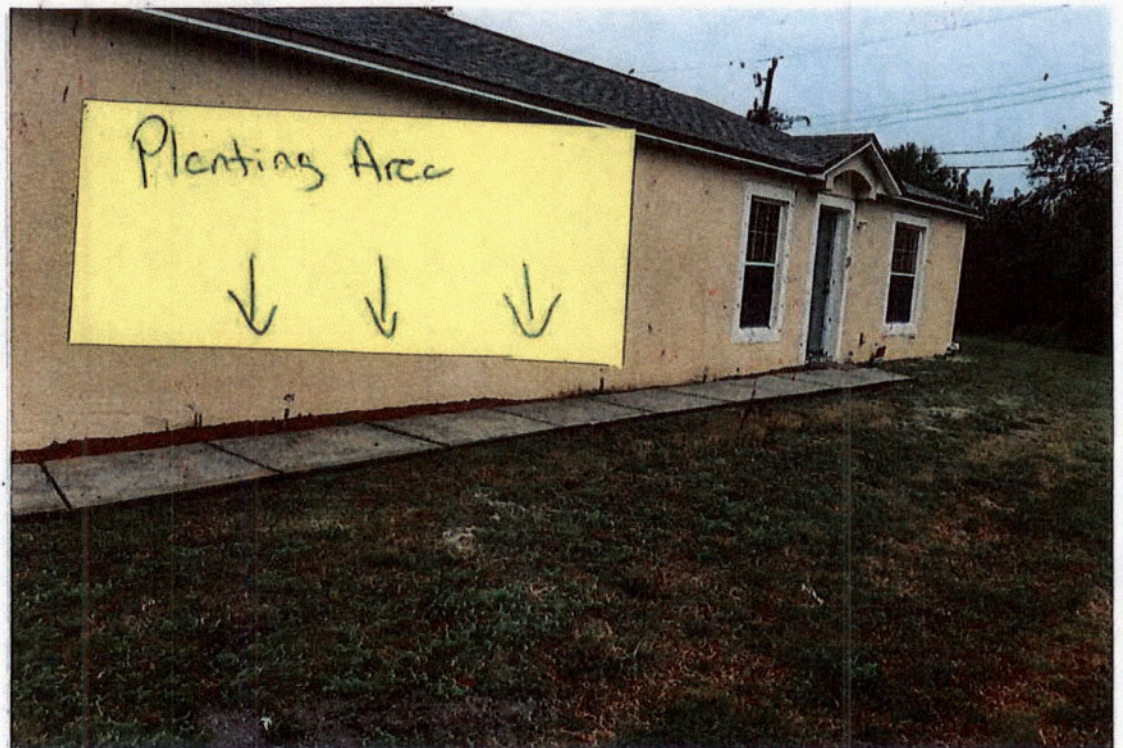
603 WASHINGTON ST COCOA
DAVIDSONS UNRECORDED SUBD PART OF
NW 1/4 OF SW 1/4 AS DESC IN ORB
5635 PG 1962 KNOWN AS DAVIDSONS
UNREC SD LOT 12 BLK K

PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2500 • TITUSVILLE, FL 32781-2500

If Paid By Please Pay	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
	\$943.46	\$953.29	\$963.11	\$972.94	\$982.77

DO NOT PAY - THIS IS NOT A BILL

YOUR ORIGINAL BILL WAS MAILED TO CARRINGTON MORTGAGE SERVICES AT THEIR REQUEST



**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 **Tabitha Welch** whose principal address is **603 Washington Ave, 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 **603 Washington Ave., Cocoa** ("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.

Diamond Square CRA/
BP Grant Agreement

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 CommunityRedevelopment Agency
c/o The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

Tabitha Welch
603 Washington Avenue
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.

Diamond Square CRA/
BP 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.

IN WITNESS WHEREOF, the Diamond Square 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 _____ Signature
---	--

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]

Diamond Square CRA/
BP Grant Agreement

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Tabitha Welch</u> Title: <u>Property Owner</u>
---	---

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me _____ day of _____,
this 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: 603 Washington Avenue

_____, Cocoa, FL 32922

Owner Name: Tabitha Welch

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:

Crotons

Hibiscus

Cost: \$ _____

Cactus Wintergreen

Stonecrop

\$ _____

Red Mulch

\$ _____

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

Total: _____

Diamond Square CRA/
BP Grant Agreement



Legislation Details (With Text)

File #:	22-117	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	2/17/2022	In control:		Diamond Square RDA	
On agenda:	3/21/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 361 Lucas Lane, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	361 Lucas Ln - Appl and Attach Redacted.pdf 361 Lucas Lane - Beautification Agreement.pdf				

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

Memo Date: February 17, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim Director
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 361 Lucas Lane, 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

If approved, this will be the fourth applicant in the current FY to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

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 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 Beautification Grant application not to exceed \$500.00 for the property located at 361 Lucas Lane, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



DIAMOND SQUARE

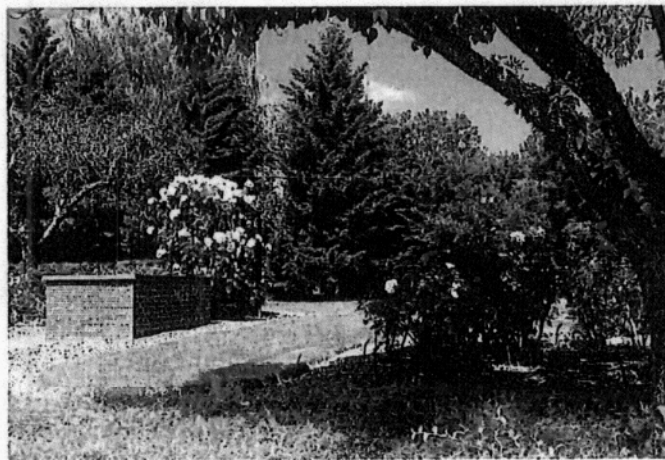
REDEVELOPMENT AGENCY

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

Rec'd
1-27-22

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

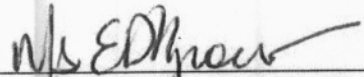
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet 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.

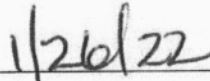
V. CRA Limit of Liability

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



Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: DENISE BROWN Drivers License # [REDACTED]

Home Address: 361 Lucas Ln Cocoa FL 32922
Street City State Zip Code

Telephone: 9547164090 E-Mail: moneyj576@yahoo

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):

PETRA CROTON
MASSANGENA CANE
EVOLVULUS
DESERT ROSE

MANDEVILLA

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.

MSED Jones
Signature of Home Owner

1/26/22
Date

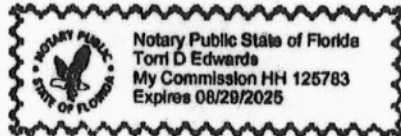
STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 26 day of January 2022,

by Elnetta Denise Brown, 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

2021 NOTICE OF PROPOSED PROPERTY TAXES

Brevard County Taxing Authorities

Post Office Box 429 • Titusville, Florida 32781-0429



FOR PERMANENT CHANGE OF ADDRESS: Detach and mail completed form to PO Box 429, Titusville, FL 32781-0429

New Address: _____

Phone: (____) _____

Authorized Signature _____

2461527



HEX ** 2461527 ** T343 ** AUTO *****SCH 5-DIGIT 32922
BROWN, ELNETTA D
361 LUCAS LN
COCOA FL 32922-7423

123625
154

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER 2461527		24 3633-57-*1 361 LUCAS LN COCOA, 32922				PROPERTY IDENTIFICATION		MILLAGE CODE 23D0		
2021 TAXING AUTHORITY TAX INFORMATION										
TAXING AUTHORITIES	COLUMN 1				COLUMN 2		COLUMN 3		COLUMN 4	
	Last Year's Property Tax Information				This Year's Exemptions	This Year's Taxable Value	Your tax rate and taxes this year if NO budget change. Tax Rate	Taxes	Your tax rate and taxes this year if proposed budget change adopted Tax Rate	Taxes
	Exemptions	Taxable Value	Tax Rate	Taxes						
COUNTY COMMISSION										
GENERAL FUND	50000	58940	3.6929	217.66	50000	60460	3.5435	214.24	3.5661	215.61
BREVARD LIBRARY DISTRICT	50000	58940	0.4264	25.13	50000	60460	0.4080	24.67	0.4118	24.90
BREVARD MOSQUITO CONTROL	50000	58940	0.1728	10.18	50000	60460	0.1654	10.00	0.1669	10.09
RECREATION DISTRICT 4 - MAINT	50000	58940	0.6346	37.40	50000	60460	0.6145	37.15	0.6193	37.44
TI-CO AIRPORT AUTHORITY	50000	58940	0.0000	0.00	50000	60460	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	50000	58940	0.0592	3.49	50000	60460	0.0566	3.42	0.0571	3.45
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25000	83940	3.6940	310.07	25000	85460	3.5600	304.24	3.6020	307.83
BY LOCAL BOARD	25000	83940	0.7480	62.79	25000	85460	0.7209	61.61	0.7480	63.92
SCHOOL CAPITAL OUTLAY	25000	83940	1.5000	125.91	25000	85460	1.4456	123.54	1.5000	128.19
MUNICIPAL SERVICES										
CITY OF COCOA	50000	58940	5.9790	352.40	50000	60460	5.8749	355.20	6.4532	390.16
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	50000	58940	0.2287	13.48	50000	60460	0.2189	13.23	0.2287	13.83
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	50000	58940	0.0320	1.89	50000	60460	0.0306	1.85	0.0320	1.93
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT	50000	58940	0.0522	3.08	50000	60460	0.0488	2.95	0.0488	2.95
TOTAL TAXES				1163.48				1152.10	1200.30	

PROPERTY APPRAISER VALUE INFORMATION

MARKET VALUE		ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	138570	110460	110460
LAST YEAR	131640	108940	108940

ASSESSED VALUE REDUCTION		APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies		28110
Non-Homestead 10% Cap	Non-School Tax Levies		0
Agricultural Classification	All Tax Levies		0
Other	All Tax Levies		0
EXEMPTIONS		APPLIES TO	AMOUNT
First Homestead	All Tax Levies		25000
Additional Homestead	Non-School Tax Levies		25000
Limited Income Senior (County)	County General Fund Tax Levy		0
Limited Income Senior (City)	City Tax Levy		0
Widow/Widower	All Tax Levies		0
Other	All Tax Levies		0

SEE REVERSE SIDE FOR DATES, TIMES, AND LOCATIONS OF BUDGET HEARINGS.

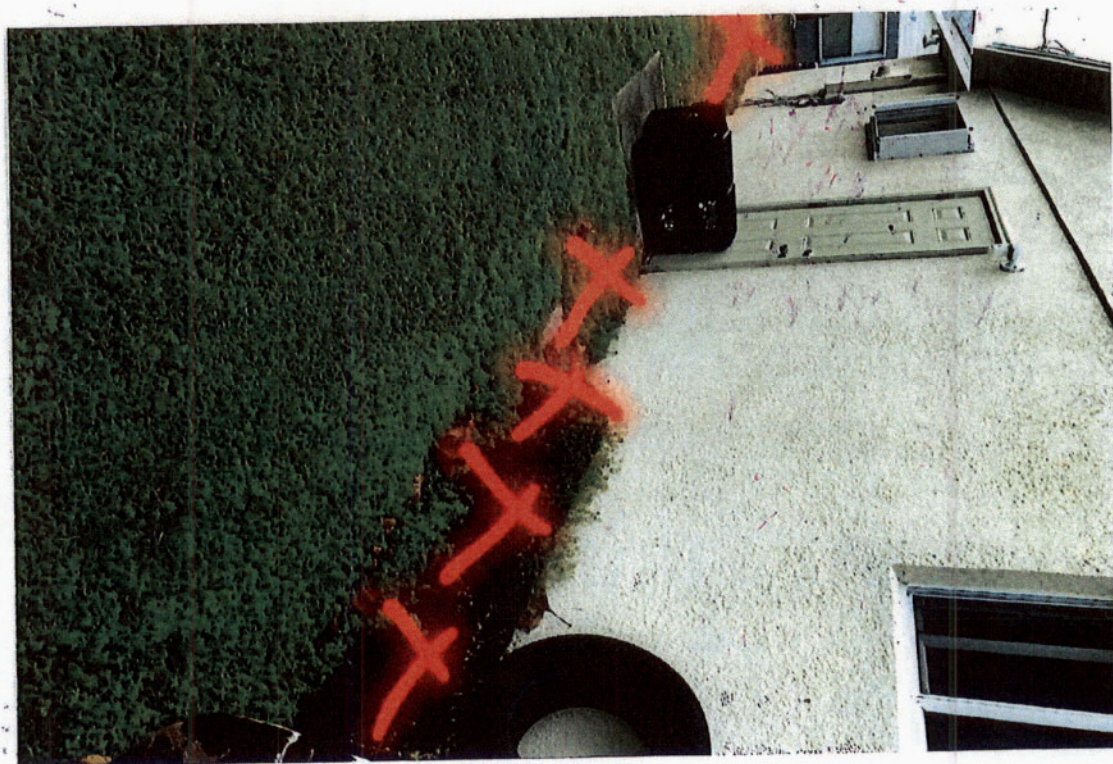
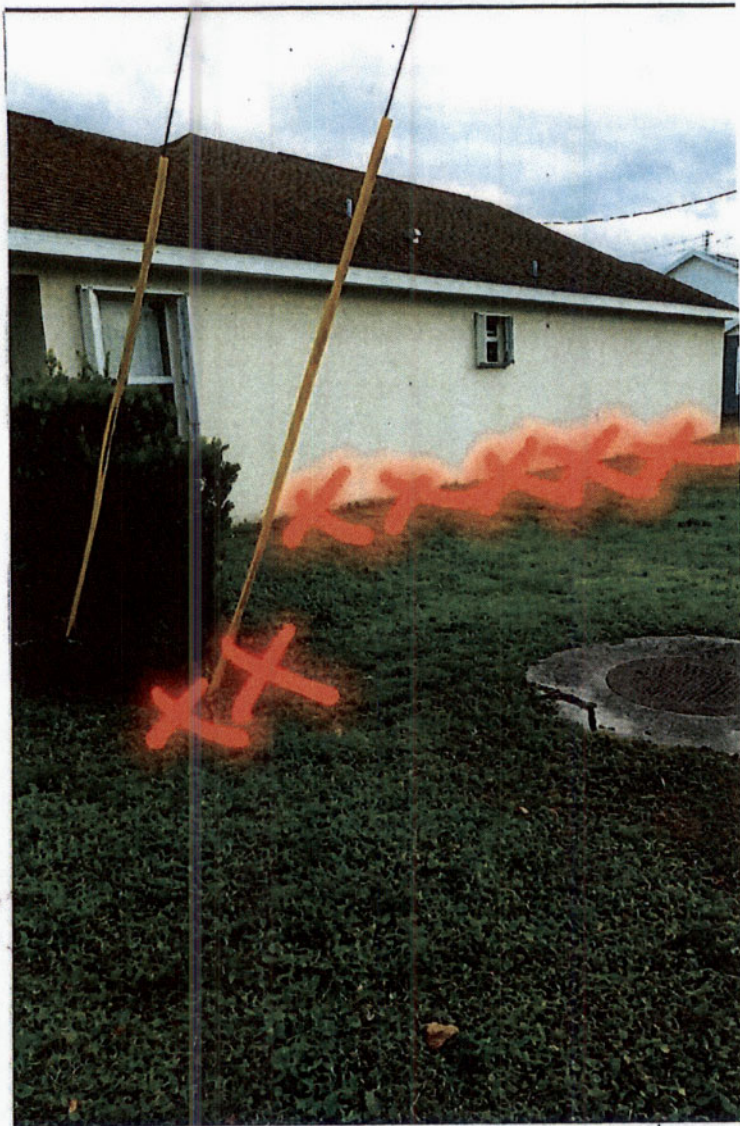
If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2021, or if you are entitled to an exemption or classification that is not reflected, please contact the Brevard County Property Appraiser's office:

Real Property: Titusville: 321-264-6700; Melbourne: 321-255-4440; Palm Bay: 321-952-4574; Viera: 321-690-6880

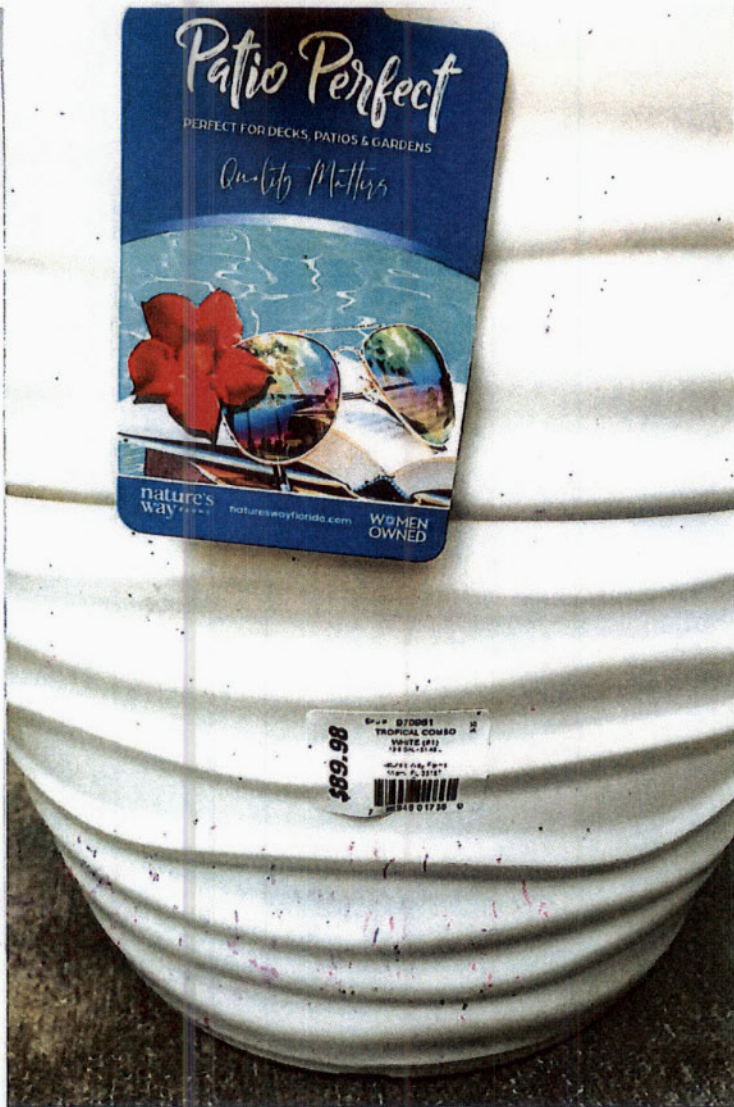
Tangible Personal Property: Titusville: 321-264-6703, option 2; All other locations: 321-633-2199 X-6703

If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Brevard County Clerk of Courts or brevardclerk.us.

Petitions must be filed on or before September 10, 2021

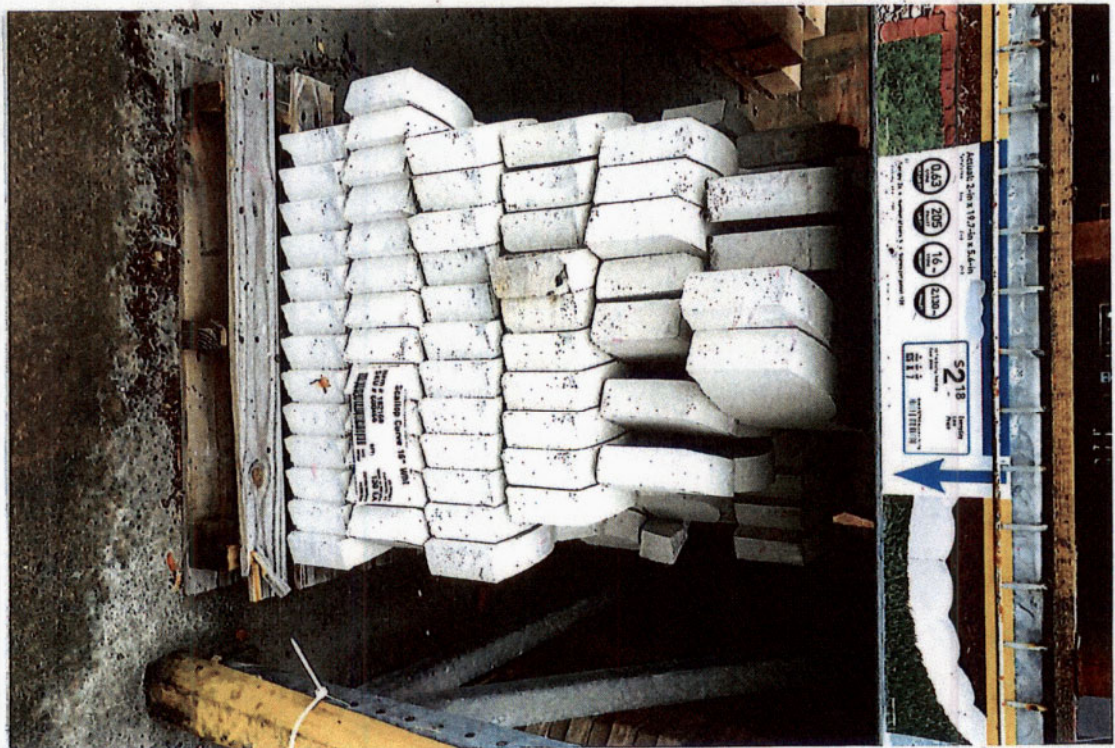














**GRANT AGREEMENT
BEAUTIFICATION PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

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 **Denise Brown** whose principal address is **361 Lucas Lane, 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 **361 Lucas Lane, Cocoa** ("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.

Diamond Square CRA/
BP Grant Agreement

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 32922

TO THE GRANTEE:

Denise Brown
361 Lucas Lane
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.

Diamond Square CRA/
BP 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.

IN WITNESS WHEREOF, the Diamond Square 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 _____ Signature
---	--

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]

Diamond Square CRA/
BP Grant Agreement

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: <u>Denise Brown</u> Title: <u>Property Owner</u>
---	---

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me _____ day of _____,
this 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: 361 Lucas Lane

_____, Cocoa, FL 32922

Owner Name: Denise Brown

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:

Petra Crotons

Mandevilla

Cost: \$ _____

Massangena Cane

Evolvulus, Desert Rose

\$ _____

Red Mulch

\$ _____

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

Total: _____

Diamond Square CRA/
BP Grant Agreement



Legislation Details (With Text)

File #: 22-119 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 2/17/2022 **In control:** Diamond Square RDA
On agenda: 3/21/2022 **Final action:**
Title: Request 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.
Sponsors:
Indexes:
Code sections:
Attachments: [DS Decal Designs.pdf](#)
[Decal Quote DS CRA Stickers .pdf](#)

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

Memo Date: February 17, 2022
Agenda Date: March 21, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Interim Director
Requested Action:
Request 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.

BACKGROUND:

At the Diamond Square Community Redevelopment Agency Meeting held on October 18, 2021, Agency Members directed staff to purchase Stickers for the Diamond Square CRA business owners to advertise and promote the Diamond Square area. Staff has received 4 options and price quotes for each of the 4 designs.

Staff is requesting Agency Members to review the four options and select one. The stickers are 3 X 3 and depending on which option is chosen, the cost for 100 stickers will range from \$70 - \$85.00

BUDGETARY IMPACT:

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

Amount Requested \$ 70.00 - \$85.00
Account Number 111-3230-559-48-00

Account Name Promotional Activities

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Request 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.

OPTION 1



OPTION 2



OPTION 3



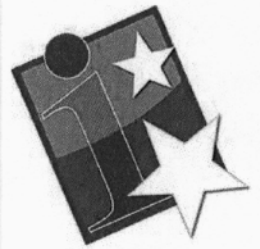
OPTION 4



QUOTE

Quote #Q6937

Lori Chabot
65 Stone St, FL 32922
3214338577
lchabot@cocoafl.org



inetUSA

937 Dixon Blvd., Cocoa FL 32922
(800) 463-8872 | (800) inetUSA
www.inetUSA.com | support@inetusa.com

A copy of your quote is shown below. If you have any questions, please contact our support team at support@inetusa.com.

Product	Description	Quantity	Price
Stickers and Labels	Die-Cut Stickers (3" x 3" - Full Color - Standard Glossy - Perf Cut)	100	\$85.00
Stickers and Labels	Die-Cut Stickers (3" x 3" - Black Ink - Standard Glossy - Perf Cut)	100	\$80.00
Stickers and Labels	Square Stickers (3" x 3" - Full Color - Standard Glossy - Perf Cut)	100	\$75.00
Stickers and Labels	Square Stickers (3" x 3" - Black Ink - Standard Glossy - Perf Cut)	100	\$70.00