

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, December 19, 2022

6:00 PM

Cocoa City Council Chambers

Diamond Square RDA

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

22-691 Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Regular Meeting on December 19, 2022.

Attachments: 12-19-22 Short Agenda .pdf

MINUTES:

22-692 Request Agency Approval for the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting on October 17, 2022, either as written or with amendments.

Attachments: DSCRA Minutes 10-18-21 FINAL.pdf

III. DELEGATIONS:

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

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

IV. PRESENTATIONS:**V. ACTION ITEMS:**

1. 22-608 Request Agency Approval for a Change Order to PO #80041 in the amount of \$10,000 to the Alliance for Neighborhood Restoration (ANR) PO for Contract Services in the Diamond Square CRA for FY23. Approve a Resolution Amending the FY23 Budget, BAF#23-027-T in the amount of \$10,000, to cover the increased amount and to approve the new Contract with ANR in the amount of \$35,000 for FY23 and to authorize the City Manager to execute the Contract.

Attachments: [Amended Agreement with ANR FY2023.pdf](#)
[CO ANR \\$10,000 - \(22-608\) - \(10-17-22\) .xlsx](#)
[Resolution 22-608 FY23.pdf](#)
[BAF 23-027-T-DSCRA-ANR Contract Increase \(12-19-22\) Agenda 22-608.pdf](#)

2. 22-604 Staff is requesting Agency Approval for the agency's Residential Paint Grant application not to exceed \$1,000 for property located at 1205 Counts St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement. ..End

Attachments: [1205 Counts St. - Brown, Ed App Redacted - .pdf](#)
[1205 Counts St. - Brown, Ed Paint Agreement - .pdf](#)

3. 22-606 Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 1205 Counts St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments: [1205 Counts St. Brown, Ed Beauty App Redacted.pdf](#)
[1205 Counts St. Brown, Ed Beauty Agreement.pdf](#)

4. 22-695 Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

Attachments: [Williams L 412 D Street Appl Redacted.pdf](#)
[412 D. Street - Williams, L Paint Agreement - .pdf](#)

5. 22-697 Request Agency Approval for the Residential Beautification Grant application not to exceed \$500 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Beautification Grant Agreement.

Attachments: [Williams L 412 D Street Appl Redacted.pdf](#)
[412 D. St-Williams, L Beauty Agreement.pdf](#)

6. 22-696 Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 701 Aurora St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

Attachments: [701 Aurora St - Cox Paint_Redacted.pdf](#)
[701 Aurora St - Cox, B - Paint Agreement - .pdf](#)

7. 22-694 Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2023

8. 22-703 Request Agency Approval of Resolution Amending the Budget, BAF# 23-019-T in the amount of \$206 in order to pay the final invoice for legal services by Change Order.

Attachments: [CO Legal \(\\$205.50\) - \(22-703\) - \(12-19-23\) .xlsx](#)
[Resolution 22-703_FY23.pdf](#)
[BAF 23-019-T-DSCRA-Legal Fees Funding \(12-19-22\) Agenda 22-703.pdf](#)
[COLOMBO 09.19-2022 A.pdf](#)

9. 22-729 Request Agency Approval of the updated, revised applications for the DS CRA Paint Grant and the DS CRA Beautification Grant.

Attachments: [Beautification-guidelines-and-application-2022 edits.pdf](#)
[Residential-Paint-guidelines-and-application-2022 edits.pdf](#)
[Stephenson's Landscaping Florida Friendly FORM.xlsx](#)

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, January 23, 2023, 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.



Legislation Details (With Text)

File #: 22-691 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 11/14/2022 **In control:** Diamond Square RDA
On agenda: 12/19/2022 **Final action:**
Title: Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Regular Meeting on December 19, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [12-19-22 Short Agenda ..pdf](#)

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

Memo Date: November 15, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Regular Meeting on December 19, 2022.

BACKGROUND:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Regular Meeting on December 19, 2022.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Larry Brown-
Vice Chair
Appointed by
Brevard County

Ed Jones
Board Member

Amy Robinson
Board Member

Jackie Isom
Board Member

Marilyn Ross-Smith
Board Member

Crystal McQueen
Board Member

REGULAR MEETING AGENDA

DATE: Monday, Dec, 19, 2022
TIME: 6:00 p.m

Location: City of Cocoa, Council Chambers
65 Stone Street, Cocoa

I. CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA & MINUTES
AGENDA: Regular Meeting of December 19, 2022
MINUTES: Regular Meeting of October 17, 2022

III. DELEGATIONS:

IV. PRESENTATION: Shawna Ginn, Cocoa Housing
Authority

V. ACTION ITEMS

1. Request Agency Approval for a Change Order to PO#80041 in the amount of \$10,000 to the ANR Agreement for Contract Services and approve a Resolution and BAF amending the Fiscal Year Budget of \$10,000 to cover the increased contract amount.

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 1205 Counts St., 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 1205 Counts 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 Paint Grant Program in an amount not to exceed \$1,000 for the property located at 412 D. St., Cocoa Fl and authorize the City Manager to execute a Paint 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 412 D. St, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

6. 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 701 Aurora St., Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

7. Request Agency Approval of the Diamond Square CRA 2023 Meeting Schedule.

8. Request Agency Approval of a CO to PO 78621 BAF and Resolution amending the FY23 Budget in the amount of \$205.50 to pay a final invoice for legal services in the DSCRA.

9. Request Agency Approval for the Diamond Square CRA Beautification and Paint Grant Updated Applications.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is January 23, 2023, at 6:00 PM. The meeting will be held at City of Cocoa, City Hall located at 65 Stone Street, Cocoa in City Council Chambers.

IX. ADJOURNMENT



Legislation Details (With Text)

File #: 22-692 **Version:** 2 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 11/14/2022 **In control:** Diamond Square RDA
On agenda: 12/19/2022 **Final action:**
Title: Request Agency Approval for the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting on October 17, 2022, either as written or with amendments.
Sponsors:
Indexes:
Code sections:
Attachments: [DSCRA Minutes 10-18-21 FINAL.pdf](#)

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

Memo Date: November 14, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval for the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting on October 17, 2022, either as written or with amendments.

BACKGROUND:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval for the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting on October 17, 2022, either as written or with amendments.



Legislation Details (With Text)

File #:	22-608	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	10/4/2022	In control:		Diamond Square RDA	
On agenda:	12/19/2022	Final action:			
Title:	Request Agency Approval for a Change Order to PO #80041 in the amount of \$10,000 to the Alliance for Neighborhood Restoration (ANR) PO for Contract Services in the Diamond Square CRA for FY23. Approve a Resolution Amending the FY23 Budget, BAF#23-027-T in the amount of \$10,000, to cover the increased amount and to approve the new Contract with ANR in the amount of \$35,000 for FY23 and to authorize the City Manager to execute the Contract.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amended Agreement with ANR FY2023.pdf CO ANR \$10,000 - (22-608) - (10-17-22) .xlsx Resolution 22-608 FY23.pdf BAF 23-027-T-DSCRA-ANR Contract Increase (12-19-22) Agenda 22-608.pdf				

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

Memo Date: October 4, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:

Request Agency Approval for a Change Order to PO #80041 in the amount of \$10,000 to the Alliance for Neighborhood Restoration (ANR) PO for Contract Services in the Diamond Square CRA for FY23. Approve a Resolution Amending the FY23 Budget, BAF#23-027-T in the amount of \$10,000, to cover the increased amount and to approve the new Contract with ANR in the amount of \$35,000 for FY23 and to authorize the City Manager to execute the Contract.

BACKGROUND:

On September 25, 2018, the Diamond Square CRA entered a Professional Services Agreement with the ANR, whereby ANR would provide community services related to workforce career readiness and crime prevention. ANR successfully submitted a proposal that addressed workforce career readiness and crime prevention. The Agreement outlined specific goals, deliverables and reporting requirements. In August of 2019, the Diamond Square Redevelopment Agency renewed the agreement for Fiscal Year 2021. On September 20, 2021, Agency Members renewed the agreement for Fiscal Year 2022.

At the August 15, 2022 Diamond Square CRA Meeting, Agency Members approved the FY23 Budget which included ANR Contract Services in the amount of \$25,000. At the September 19, 2022, DSCRA Meeting, Agency Members approved increasing that contract amount to \$35,000 for FY23.

The agreement has an effective term of October 1, 2022 through September 30, 2023. In accordance with Paragraph VI. of the agreement and its Amendment, ANR is to be compensated a total of \$35,000 over the term of the Agreement, and will be paid at the original PO amount for the Months of October 2022 and November 2022 and will be paid for the following months as follows:

- October 2022 - \$2,083
- November 2022 - \$2,083
- December 2022 - September, 2023 - \$3,083.40

ANR receives payment after receipt of submission of a monthly report and deliverables. Monthly reports are due to the Community Services Director or designee no later than ten (10) days after the end of each month.

Based upon the monthly reports submitted, ANR has satisfied the requirements of the Agreement. Further, this program meets Goal 4.4 (Programs and Partners for Kids) and Goal 5.3 (Role Models and Mentoring) in the Diamond Square Community Redevelopment Plan Update.

Accordingly, staff requests Agency Approval for a Change Order to PO #80041 in the amount of \$10,000 to the ANR PO for Contract Services in the Diamond Square CRA for FY23, and to Approve a Resolution, and BAF amending the Fiscal Year 23 Budget in the amount of \$10,000 to cover the increase approved by the DS CRA to \$35,000 for FY23 and to authorize the City Manager to execute the Contract.

BUDGETARY IMPACT:

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

BAF#23-027-T
Amount Requested (\$ 10,000)
Account Number 111-3230-559-39-00 CA2302
Account Name Contingency Account

Amount Requested \$ 10,000
Account Number 111-3230-559-34-00
Account Name Contract Services

Source of Funds: Diamond Square CRA

If a P.O. Change Order is involved please complete the following:

Change Order Amount \$ 10,000

Original Purchase Order

Original P.O. Amount \$25,000

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 1

Total amount in change orders to date \$10,000

PREVIOUS ACTION:

At the August 15, 2022 Diamond Square CRA Meeting, Agency Members approved the FY23 Budget which included ANR Contract Services in the amount of \$25,000. At the September 19, 2022, DSCRA Meeting, Agency Members approved increasing that contract amount to \$35,000 for FY23.

RECOMMENDED MOTION:

Request Agency Approval for a Change Order to PO #80041 in the amount of \$10,000 to the Alliance for Neighborhood Restoration (ANR) PO for Contract Services in the Diamond Square CRA for FY23. Approve a Resolution Amending the FY23 Budget, BAF#23-027-T in the amount of \$10,000, to cover the increased amount and to approve the new Contract with ANR in the amount of \$35,000 for FY23 and to authorize the City Manager to execute the Contract.

Diamond Square Initiative Project
AMENDED Contract Services Agreement FY 2023

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the **City of Cocoa Diamond Square Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq. Florida Statutes, whose address is 65 Stone Street, Cocoa, Florida (hereinafter referred to as the CRA) and the **Alliance for Neighborhood Restoration (hereinafter referred to as the Alliance)** whose address is Post Office Box 727, Cocoa, FL 32923.

The CRA intends to enter into a Professional Services Agreement with the Alliance for the provision of services by the Alliance and the reimbursement for those services by CRA as set forth below.

I. SCOPE OF SERVICES

The Alliance will perform the following services on behalf of the CRA with respect to matters relating to or affecting the Diamond Square Redevelopment Plan. **All services funded by this Services Agreement shall be for Diamond Square residents only.** Responsibilities include, but are not limited to:

- a) Development of Community Policing Innovations: Projects and initiatives that focus on preventative ways to address crime, such as repairing damaged fences, installing or improving street lighting, meeting with business and homeowners to improve security measures, graffiti removal and park cleaning. Additional community policing innovations may include projects or initiatives that focus on school safety, child abuse intervention, domestic and gun violence, and drugs.
- b) Workforce and Career Readiness Training: Initiatives that educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment.

II. SPECIFIC GOALS OF THIS PROGRAM

Reverse the spiraling decline of the neighborhood caused by drug use and crime, and provide for the public health, safety, morals and welfare of the community.

- a) Plan and implement Out of School Time (OST) programs for the Cocoa Police Athletic League (PAL) Center/Moore Center located at 307 Blake Avenue, for a minimum of 25 youth during the school year, and a minimum of 25 for four weeks during the summer.
- b) Plan and implement a four-week Summer Career Readiness Program and on-the-job training for a minimum of 15 Diamond Square Youth in Phase 1 and a minimum of 5 in Phase 3 on-the-job trainees.
- c) Coordinate a Youth Summit to provide opportunities to connect area youth with College-aged mentors.
- d) Coordinate Crime Prevention Activities for Youth that help build character, develop leadership skills and build a rapport with law enforcement.
- e) Coordinate and sponsor a PAL Basketball Program for area youth, targeting a minimum of 20 Diamond Square Youth between the ages of 8-14, representing 50% of those participating.
- f) Plan, coordinate, and host a Job Readiness and Employment Workshop targeting 30-50 residents, ages 16-21 in the Diamond Square Community.

III. THE PAL AFTER SCHOOL/SUMMER ACADEMY PROGRAM MODEL

- a) This program serves as a Program Service Delivery Model that provides a range of services and supportive programs:
 - i. Educational
 - ii. Cultural
 - iii. Recreational
 - iv. Health
 - v. Justice-related programming
- b) The goal is as follows:
 - i. Promote skill building and mastery through Out of School Time programming.

IV. WORKFORCE READINESS MODEL

- a) This program serves as a catalyst to expose youth to the world of work through job shadowing, summer employment, technology workshops and other hands-on opportunities.
- b) The goals are as follows:
 - i. To enhance the employment opportunities of under-served youth by providing career exploration, training, and development of social skills through partnering with public and private organizations to create models of success and improve the overall health of the community.
 - ii. Upon completion of the full year (2022-2023) of leadership training coupled with a volunteer requirement, youth will participate in an on-the-job training component in the 2023 PAL Summer Academy and other partnering organizations.
 - iii. Assist in the design and implementation of the Summer Academy Program, providing an opportunity for both children and teens interact in a camp-like setting. As counselors, they will develop skills in mentoring, problem solving and conflict resolution.
 - iv. Plan, coordinate and host Life Skills and Job readiness Workshop to help employers develop talent pipelines by implementing comprehensive strategies and tools that promote self-sufficiency and workforce development to help potential employees to be better equipped and prepared for workforce success.

V. REPORTING REQUIREMENTS

- a) The preparation and submission of twelve (12) monthly reports detailing the specific efforts regarding the above referenced services. The Monthly Report (Exhibit A) will provide the status of all services. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten (10) days after the end of each month. The Community Services Director must approve the form of each Monthly Report prior to any disbursement of funds being authorized by the CRA.
 - i. At a minimum, the Monthly Report shall include:
 - 1. Job locations, job titles, job descriptions and hours worked
 - 2. Monthly Activity Report (template to be provided)
 - 3. Attendance Reports

4. Monthly Deliverables as outlined in the 2022-2023 Program Deliverables Provided (Exhibit B)

- b) In the event any Program level is not accomplished as detailed above, a Corrective Action Report will be submitted to the Community Services Director and/or their designee at the time of the specific Monthly Report. The Corrective Action Report, must detail the actions to be taken to correct the cited deficiency within the next month or another month.
- c) The preparation and submission of an Annual Report detailing the specific efforts regarding the above referenced services. The Annual Report will provide the status and performance measurements of all services as detailed above. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten days after the end of the fiscal year.
- d) Upon the request of the CRA, a representative of the Alliance shall present the report(s) to the Board.
- e) The Alliance shall provide evidence of its current non-profit corporate status prior to any disbursement of funds being authorized by the CRA, to include its most recent 990 filing.
- f) The following items must be submitted by the Alliance prior to any disbursement of funds being authorized by the CRA:
 - i. Operational Budget
 - ii. Copy of Assessment Pre and Post tests
 - iii. A detailed summary of the curriculum that describes the above-mentioned goals, outcomes and deliverables.
 - iv. Monthly schedule of Diamond Square Grant Initiatives Program
 - v. A copy of intake materials
 - vi. A copy of the number of attendees at each program activity. Actual sign-in sheets may be required.

VI. **COMPENSATION AND METHOD OF PAYMENT**

- a) For the period of October 1, 2022 through September 30, 2023, the CRA shall reimburse the Alliance for performing services specified in the Scope of Work in the amount of: 12 monthly payments, not to exceed the annual maximum amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00). Funds will be paid after the submission and approval of the Monthly Report.

Payment schedule is as follows:

- October 2022 – \$2,083
- November 2022 – \$2,083
- December 2022 – September, 2023 - \$3,083.40

VII. **ADDITIONAL SERVICES**

- a) The undertaking by the Alliance to perform services defined within this Services Agreement is only for those services specifically described herein. Upon the request of the CRA, the Alliance may agree to perform additional services. The CRA shall pay the Alliance for the performance of such additional services at an amount to be separately negotiated.

VIII. TERMINATION

- a) Either party upon a thirty (30) day written notice to the other party may terminate this Services Agreement with or without cause.

IX. PERSONS BOUND BY SERVICES AGREEMENT

- a) The persons bound by this Services Agreement are the Alliance and the CRA and their partners, successors, heirs, executors, administrators and other legal representatives.
- b) This Services Agreement and any interest associated with this Services Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other or transferred by either party without the prior written consent of the other party.
- c) Nothing herein shall be construed to give any rights or benefits arising from this Services Agreement to anyone other than the Alliance and the CRA.

X. MISCELLANEOUS PROVISIONS

- a) Time is of the Essence
 - i. Time is of the essence of this Services Agreement, and the parties agree to cooperate with each other in performing their respective obligations under this Services Agreement.
- b) Independent Contractor
 - i. Alliance and all employees of the Alliance shall be considered an Independent Contractor under this Services Agreement and not an employee or agent of the CRA.
- c) Governing Law
 - i. This Services Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that, in any dispute between those relating to this Services Agreement, exclusive jurisdiction for state court actions shall be the trial courts located in Brevard County, Florida and for Federal actions in the district court located in Orlando, Florida. Any obligation as to jurisdiction or venue in such courts is hereby expressly waived.
- d) Amendments
 - i. This Services Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto and approved by the CRA.
- e) Entire Services Agreement
 - i. This Services Agreement supersedes any other agreement, oral or written and contains the entire agreement between the parties as to the subject matter hereof.
- f) Severability
 - i. If any provisions of this Service Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not, affect in any respect the validity or enforceability of the remainder of this Services Agreement.
- g) Effective Date

Diamond Square Initiative Project
AMENDED Contract Services Agreement

- i. This Services Agreement shall become effective on the date it is executed by both parties and shall continue until September 30, 2023, with an opportunity to renew at the discretion of the CRA.
- h) Attorney Fees
 - i. Should any dispute or legal action arise out of this Services Agreement or the obligations stated herein, or any dispute or action is based upon this Services Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including without limitations, its attorney fees and costs through all administrative, pre-trial, post judgment, and appellate proceedings.
- i) Insurance – The Alliance, at its own expense, shall keep in force and at all times maintain during the term of this Services Agreement:
 - i. General Liability Insurance: General Liability Insurance issued by the responsible insurance companies and in a form acceptable to the City, with combined single limits of not less than One Million Dollars (\$1,000,000.00), for Bodily Injury and Property Damage per occurrence.
 - ii. Automobile Liability Insurance – Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits for Bodily Injury and Property Damage per accident.
 - iii. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
 - iv. Insurance Certificates: The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Liability Policies shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to effective date of said action. All insurance policies shall be issued by reasonable companies who are licensed and authorized under the laws of the State of Florida.
- j) Notices
 - i. Unless otherwise stated herein, all notices to the parties of this Service Agreement shall be in writing, certified mail return receipt requested, at the addresses listed in this Agreement.

Diamond Square Initiative Project
AMENDED Contract Services Agreement

IN WITNESS WHEREOF the CRA and the Alliance have executed this Services Agreement the day and year indicated below:

CITY OF COCOA
DIAMOND SQUARE
REDEVELOPMENT AGENCY
65 STONE STREET
COCOA, FL 32922

ALLIANCE FOR NEIGHBORHOOD
RESTORATION
POST OFFICE BOX 727
COCOA, FL 32922

By: _____
Its: City Manager
Date: _____

By: _____
Its: Executive Director
Date: _____

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:

- ☒ GENERAL
- ☐ CONSTRUCTION-----Assigned Project # Required: _____
- ☐ CONSTRUCTION CONTINGENCY----Resolution # Required: _____
Amount Approved: _____ Balance Remaining: _____
- ☐ TASK ORDER -----Assigned Task Order # Required: _____
- ☐ TASK ORDER AMENDMENT-----Amendment # Required: _____

Date: 10/04/22 New Requ #: 45749

Change Requisition Number # 1

Name of Requestor
completing this form:

L.Chabot



Original Purchase Order Amount	\$ 25,000.00
Change Order # 1 Amount	10,000.00
Change Order # 2 Amount	
Change Order # 3 Amount	
Change Order # 4 Amount	
Change Order # 5 Amount	
Change Order # 6 Amount	
Change Order # 7 Amount	
Change Order # 8 Amount	
New Purchase Order Amount	\$ 35,000.00

ance for Neighborhood Restoration (A	45201	80041	\$ 25,000.00

REASON FOR CHANGE (Click box(s) to select):

- ☐ Correct Freight Cost ☐ Cancel Line Item
- ☐ Correct Unit Cost ☒ Add Additional Money
- ☐ Correct Account ☐ Add/Delete/Change Project #
- ☐ Correct Qty Ordered ☐ Liquidate Money
- ☐ Add Line Item ☐ Cancel Entire PO

☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
2	10,000.00	sum	Increase in DSCRA Contract Services Agreement with ANR	111-3230-559-34-00		1.0000	\$ 10,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$ 10,000.00

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Change Order Justification:

The DSCRA approved an Amendment to the Contract for Services in the amount of \$10,000 for the current year contract at their September 19, 2022 meeting.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *****

RESOLUTION NO. DSCRA 22-608

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA DSCRA BUDGET FOR FISCAL YEAR 2023; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023 at a Regular Meeting held on August 15, 2022 and

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

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

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

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a Regular meeting assembled on the 17th day of October, 2022.


Tracy Moore, Chairman

ATTEST:


Charlene Neuterman
Community Services Director



City of Cocoa Budget Adjustment Form FY 2022 - 23-027-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER REQUESTING DEPARTMENT #: 3230 DATE PREPARED: 01/04/22

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 10,000)	111-3230-559.39-00	CA2302	Contingency Account	\$ 142,851	\$ 142,851	\$ 132,851	\$ 142,851
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 10,000) TOTAL				\$ 0	\$ 0	\$ 0	\$ 0

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 10,000	111-3230-559.34-00		Contract Services	\$ 49,500	\$ 49,500	\$ 59,500	\$ 24,500
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 10,000 TOTAL				\$ 0	\$ 0	\$ 0	\$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

The DSCRA approved an increase to the ANR Contract Services Agreement in the amount of \$10,000 for FY23. Funds from the project associated with the Park Improvements. Agenda 22-608.

Council/Board APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 12/19/22 RESOLUTION #: 22-608

City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/4/22 Lori Chabot
Digitally signed by Lori Chabot
Date: 2022.10.04 13:29:57
-0400'

12/6/22

Colleen Campbell

Digitally signed by Colleen
Campbell
Date: 2022.12.06 11:43:39 -0500'

Date Requestor's Signature

Date

Finance Approval Signature

Date

Finance Director's Signature

12/6/22 Charlene
Neuterman
Digitally signed by Charlene
Neuterman
Date: 2022.12.06 11:26:25 -0500'

12/9/22

Lora Howell

Digitally signed by Lora Howell
Date: 2022.12.09 08:39:57
-0500'

Date Department Director's Signature

Date

Deputy Fin. Director's Signature

Date

City Manager's Signature

FINANCE USE ONLY:

Date Entered:

Entered By:

Group #:



Legislation Details (With Text)

File #:	22-604	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	10/4/2022	In control:		Diamond Square RDA	
On agenda:	12/19/2022	Final action:			
Title:	Staff is requesting Agency Approval for the agency's Residential Paint Grant application not to exceed \$1,000 for property located at 1205 Counts St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement. ..End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1205 Counts St. - Brown, Ed App Redacted - .pdf 1205 Counts St. - Brown, Ed Paint Agreement - .pdf				
Date	Ver.	Action By	Action		Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: October 4, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director

Requested Action:

Staff is requesting Agency Approval for the agency's Residential Paint Grant application not to exceed \$1,000 for property located at 1205 Counts St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) 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 and 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 budgeted funds in the FY 2023 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 name in any outstanding code enforcement liens.

This Application was brought to the Agency at their October CRA Meeting for approval but, this item was tabled as there was a question by an Agency Member as to whether the property met the “no lien” or “no current violations” requirement. Staff has confirmed there are not any violations with regard to this property and therefore, are bring it back to the CRA.

BUDGETARY IMPACT:

Budgeted

Yes

Amount Requested	<u>\$1,000.00</u>
Account Number	<u>111-3230-559.83-00</u>
Account Name	<u>Other Grants & 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 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*).

This Application was brought to the Agency at their October CRA Meeting for approval but, this item was tabled as there was a question by an Agency Member as to whether the property met the “no lien” or “no current violations” requirement. Staff has confirmed there are not any violations with regard to this property and therefore, are bring it back to the CRA.

RECOMMENDED MOTION:

Staff is requesting Agency Approval for the agency's Residential Paint Grant application not to exceed \$1,000 for property located at 1205 Counts St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant 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



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.

Edward Bern

Applicant/Homeowner Signature

8-8-22

Date _____

**DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY**

Date _____

APPLICANT INFORMATION

Applicant/Name: Edward Brown Drivers License # 

Home Address: 1205 Counts Street Cocoa FL 32922
Street City State Zip Code

Telephone: 321-576-8099 E-Mail: uncleed+endigit@netzero.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:

1364 square feet of home

Beige Color Selection - Walls

Dark Brown 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.

Edward Brown
Signature of Applicant/Home Owner

8-8-22
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of August, 2022,

by Edward Brown, who is personally known to me or who has produced

FL DUC identification.

Notary Public, State of Florida Affix Stamp



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

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 _____

2424837

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER		PROPERTY IDENTIFICATION						MILLAGE CODE		
2424837		24 3632-75-6-16.01 1205 COUNTS ST COCOA, 32922						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.		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	25000	10200	3.6929	37.67	25000	10690	3.5435	37.88	3.5661	38.12
BREVARD LIBRARY DISTRICT	25000	10200	0.4264	4.35	25000	10690	0.4080	4.36	0.4118	4.40
BREVARD MOSQUITO CONTROL	25000	10200	0.1728	1.76	25000	10690	0.1654	1.77	0.1669	1.78
RECREATION DISTRICT 4 - MAINT	25000	10200	0.6346	6.47	25000	10690	0.6145	6.57	0.6193	6.62
TI-CO AIRPORT AUTHORITY	25000	10200	0.0000	0.00	25000	10690	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	25000	10200	0.0592	0.60	25000	10690	0.0566	0.61	0.0571	0.61
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25000	10200	3.6940	37.68	25000	10690	3.5600	38.06	3.6020	38.51
BY LOCAL BOARD	25000	10200	0.7480	7.63	25000	10690	0.7209	7.71	0.7480	8.00
SCHOOL CAPITAL OUTLAY	25000	10200	1.5000	15.30	25000	10690	1.4456	15.45	1.5000	16.04
MUNICIPAL SERVICES										
CITY OF COCOA	25000	10200	5.9790	60.99	25000	10690	5.8749	62.80	6.4532	68.98
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	25000	10200	0.2287	2.33	25000	10690	0.2189	2.34	0.2287	2.44
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	25000	10200	0.0320	0.33	25000	10690	0.0306	0.33	0.0320	0.34
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT	25000	10200	0.0522	0.53	25000	10690	0.0488	0.52	0.0488	0.52
TOTAL TAXES				175.64				178.40		186.36

PROPERTY APPRAISER VALUE INFORMATION			
MARKET VALUE		ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	54990	35690	35690
LAST YEAR	51420	35200	35200

ASSESSED VALUE REDUCTION		
APPLIES TO		AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies	19300
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	0
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.

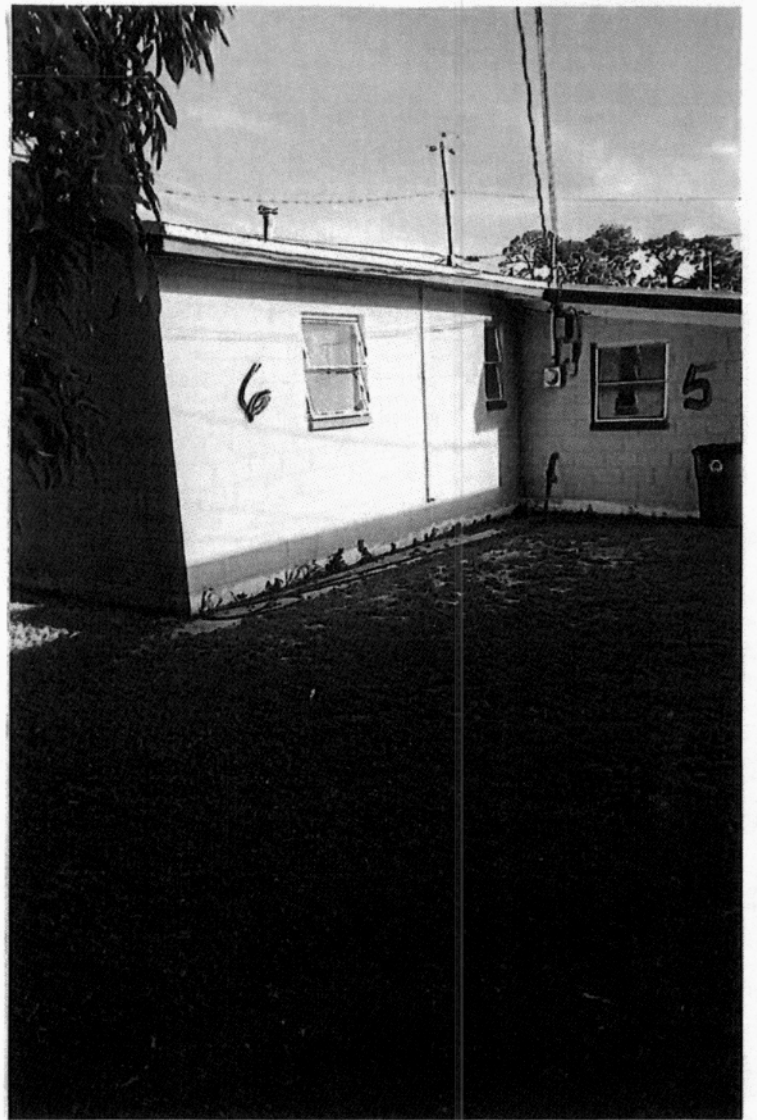
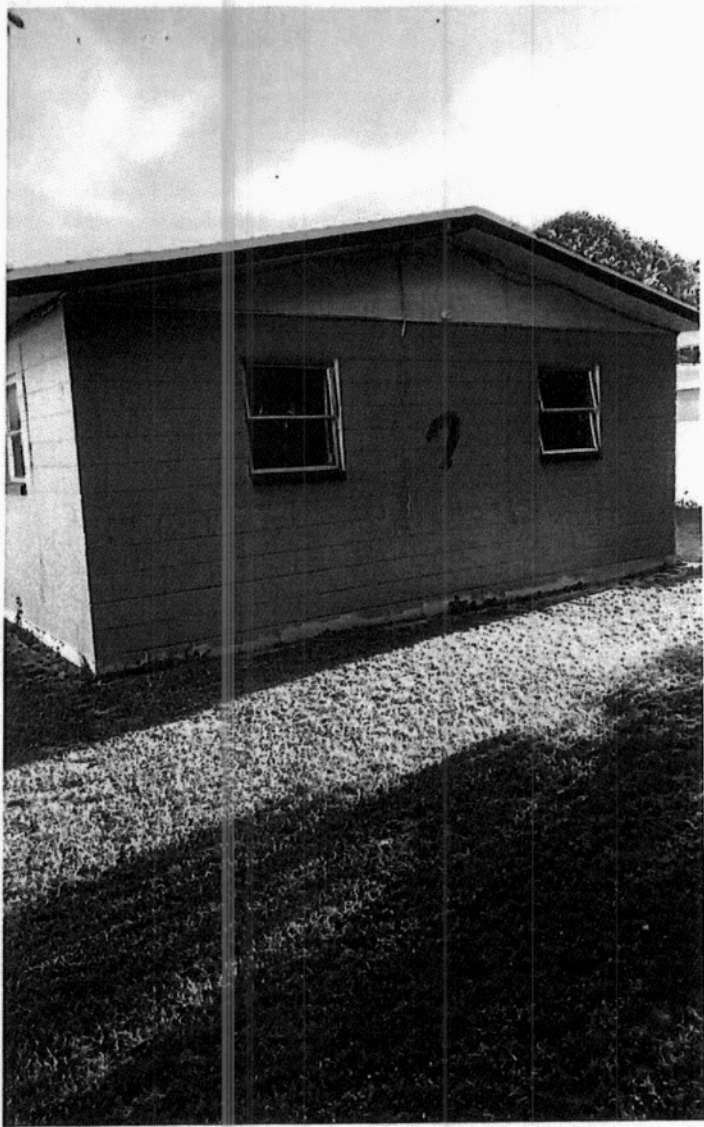
If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2021, or if you are entitled to an exemption or classification that is not reflected, please contact the Brevard County Property Appraiser's office:

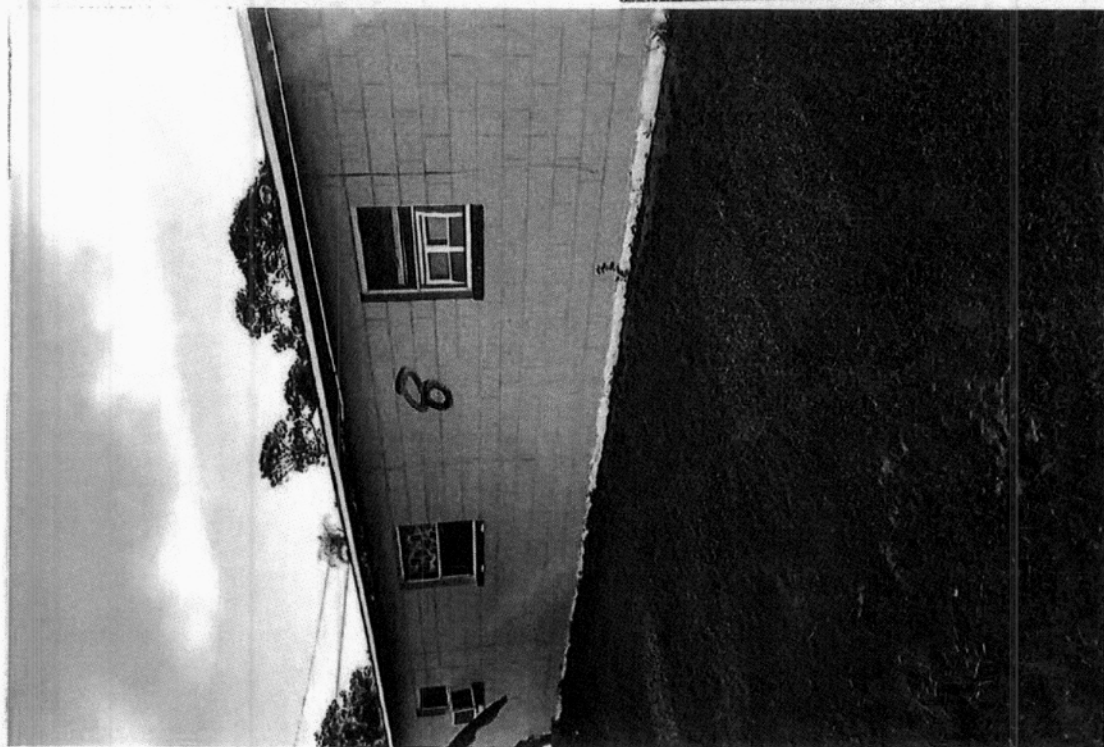
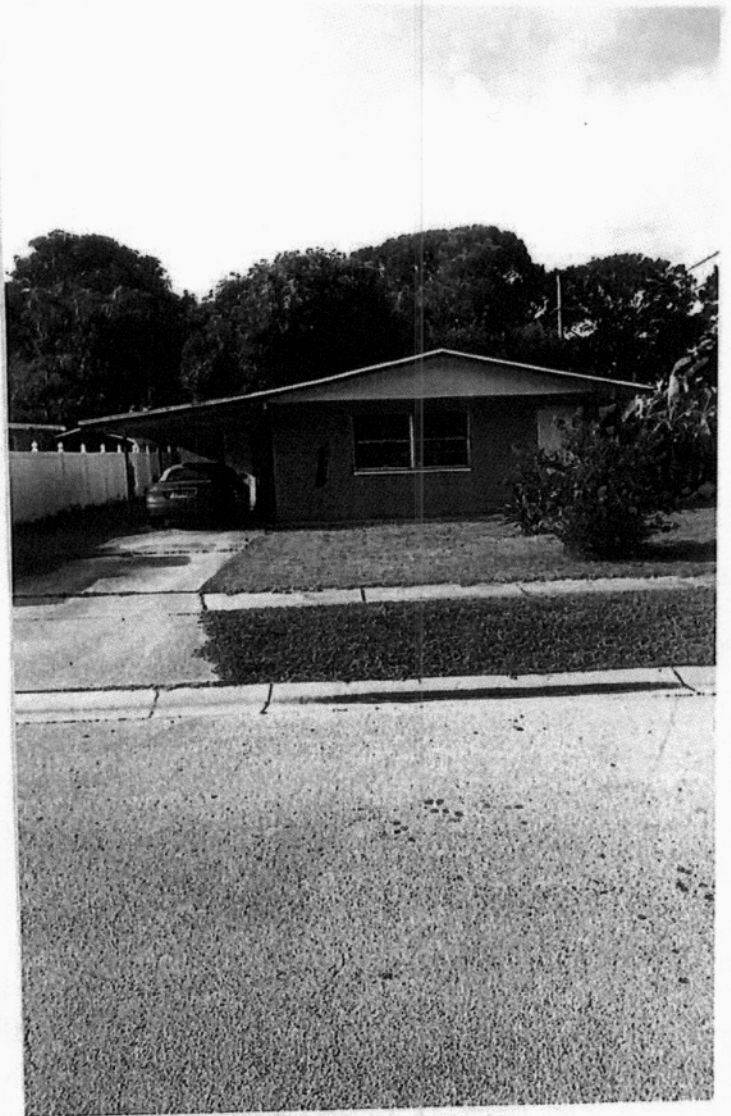
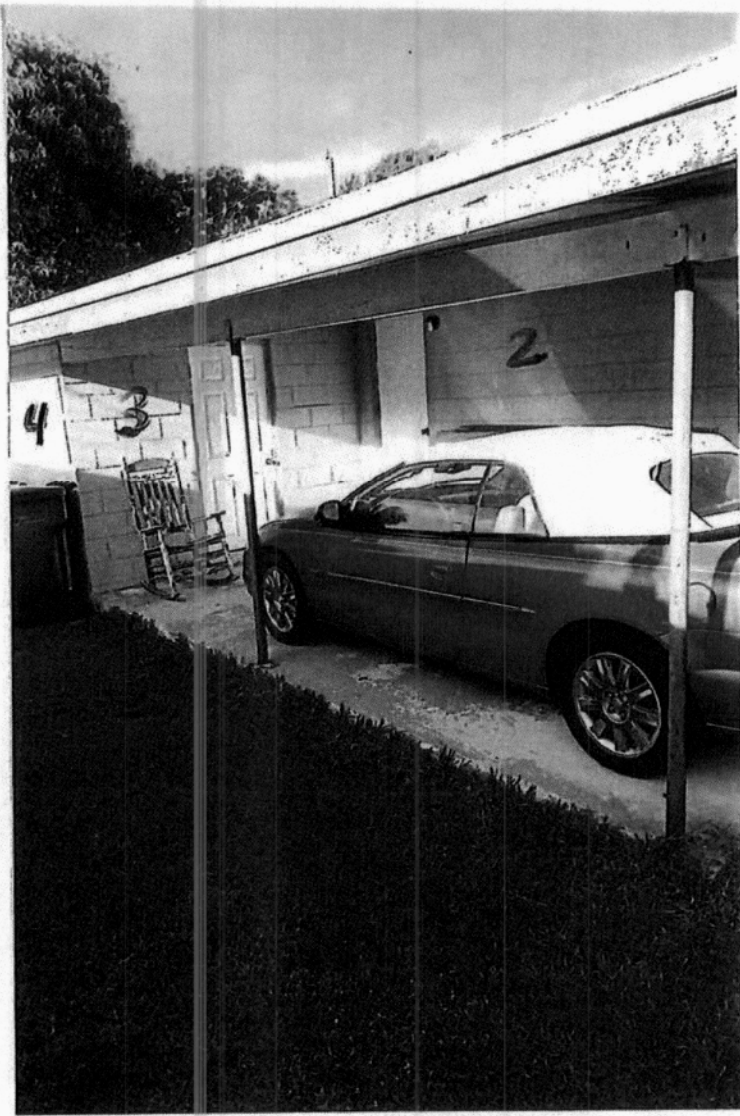
Real Property: Titusville: 321-264-6700; Melbourne: 321-255-4440;
Palm Bay: 321-952-4574; Viera: 321-690-6880

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
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 Edward Brown whose principal address is 1205 Counts St., Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 1205 Counts St, Cocoa, ("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:

Edward Brown

1205 Counts St.

Cocoa, FL 32922

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

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

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

12. Severability. Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.
13. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the CRA determine that the Grantee must reimburse the CRA in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the CRA as to any related litigation or controversy.
14. Entire Grant Agreement. This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.
15. Sovereign Immunity. The CRA intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CRA's potential liability under state or federal law. As such, the CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the CRA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.
16. Headings. The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

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

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Edward Brown</u> Title: <u>Homeowner,</u> <u>1205 Counts St, 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: 1205 Counts St., Cocoa, FL 32922

Owner Name: Edward Brown

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 #:	22-606	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	10/4/2022	In control:		Diamond Square RDA	
On agenda:	10/17/2022	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 1205 Counts St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1205 Counts St. Brown, Ed Beauty App Redacted.pdf 1205 Counts St. Brown, Ed Beauty Agreement.pdf				

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

Memo Date: October 4, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director

Requested Action:

Staff is requesting Agency approval for the agency's Residential Beautification Grant application not to exceed \$500 for the property located at 1205 Counts St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

BACKGROUND:

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

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

The Beautification Grant Program has budgeted funds in the FY2023 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.

This Application was brought to the Agency at their October CRA Meeting for approval but, this item was tabled as there was a question by an Agency Member as to whether the property met the “no lien” or “no current violations” requirement. Staff has confirmed there are not any violations with regard to this property and therefore, are bring it back to the CRA.

BUDGETARY IMPACT:

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

Amount Requested	<u>\$500.00</u>
Account Number	111-3230-559.83-00
Account Name	Other Grants and Aids

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

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

This Application was brought to the Agency at their October CRA Meeting for approval but, this item was tabled as there was a question by an Agency Member as to whether the property met the “no lien” or “no current violations” requirement. Staff has confirmed there are not any violations with regard to this property and therefore, are bring it back to the CRA.

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency’s Residential Beautification Grant application not to exceed \$500 for the property located at 1205 Counts St., Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



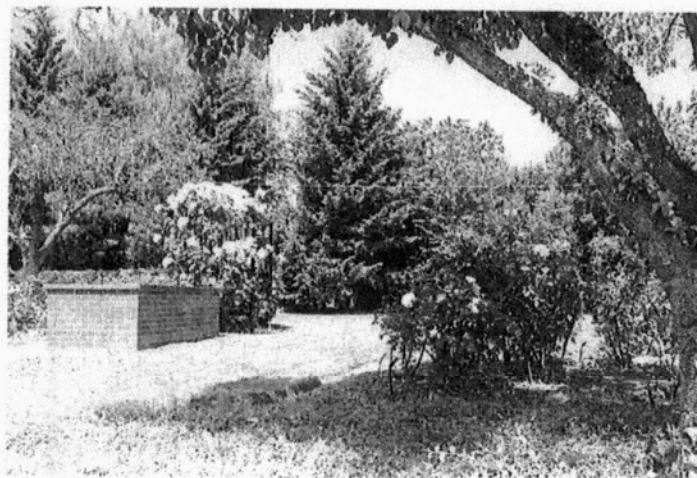
DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

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

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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.



Applicant/Homeowner Signature

8-8-22

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Edward Brown Drivers License # 

Home Address: 1205 Counts Street Cocoa FL 32922
Street City State Zip Code

Telephone: 321-576-8099 E-Mail: uncleedtendigit@netzero.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):

green shrubs, bushes

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.

Edward Brown
Signature of Home Owner

8-8-22
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of August, 2022,

by Edward Brown, who is personally known to me or who has produced

FL DLIC 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

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
2424837	CL-0064311	23D0

Pay your taxes online at www.brevardtc.com79
7 - 33364BROWN, EDWARD BRYAN
1205 COUNTS ST
COCOA FL 32922-61191205 COUNTS ST COCOA
VIRGINIA PARK W 58 FT OF LOTS
16,17 BLK 6 AS SHOWN IN VACATED PB
3 PG 81

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.5661	35,690	25,000	10,690	38.12
BREVARD LIBRARY DISTRICT	0.4118	35,690	25,000	10,690	4.40
BREVARD MOSQUITO CONTROL	0.1669	35,690	25,000	10,690	1.78
RECREATION DISTRICT 4 - MAINT	0.6193	35,690	25,000	10,690	6.62
TI-CO AIRPORT AUTHORITY	0.0000	35,690	25,000	10,690	0.00
SCHOOL - BY STATE LAW	3.6020	35,690	25,000	10,690	38.51
SCHOOL - BY LOCAL BOARD	0.7480	35,690	25,000	10,690	8.00
SCHOOL - CAPITAL OUTLAY	1.5000	35,690	25,000	10,690	16.04
CITY OF COCOA	6.4532	35,690	25,000	10,690	68.98
ST JOHNS RIVER WATER MGMT DST	0.2189	35,690	25,000	10,690	2.34
FLA INLAND NAVIGATION DIST	0.0320	35,690	25,000	10,690	0.34
ENV END LD/WTR LTD 05-24	0.0571	35,690	25,000	10,690	0.61
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	35,690	25,000	10,690	0.52
TOTAL MILLAGE		17.4241	AD VALOREM TAXES		\$186.26
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY		RATE			AMOUNT
115	STORMWATER COCOA				81.96
158	SOLID WASTE DISPOSAL				57.00
167	FIRE SERVICES - COCOA				228.76
PAY ONLY ONE AMOUNT IN BOXES BELOW		NON-AD VALOREM ASSESSMENTS			\$367.72
If Paid By Please Pay	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
	\$531.82	\$537.36	\$542.90	\$548.44	\$553.98

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
2424837	CL-0064311	23D0

Pay your taxes online at www.brevardtc.com1205 COUNTS ST COCOA
VIRGINIA PARK W 58 FT OF LOTS
16,17 BLK 6 AS SHOWN IN VACATED PB
3 PG 81BROWN, EDWARD BRYAN
1205 COUNTS ST
COCOA, FL 32922-0000

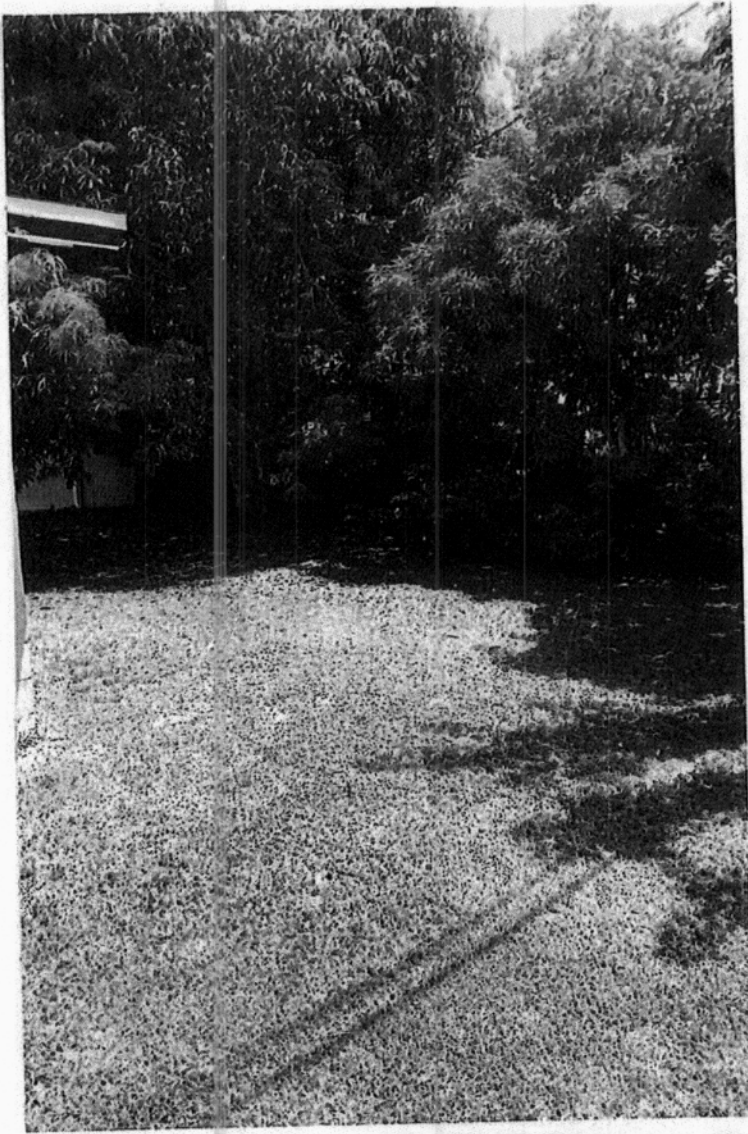
DO NOT PAY

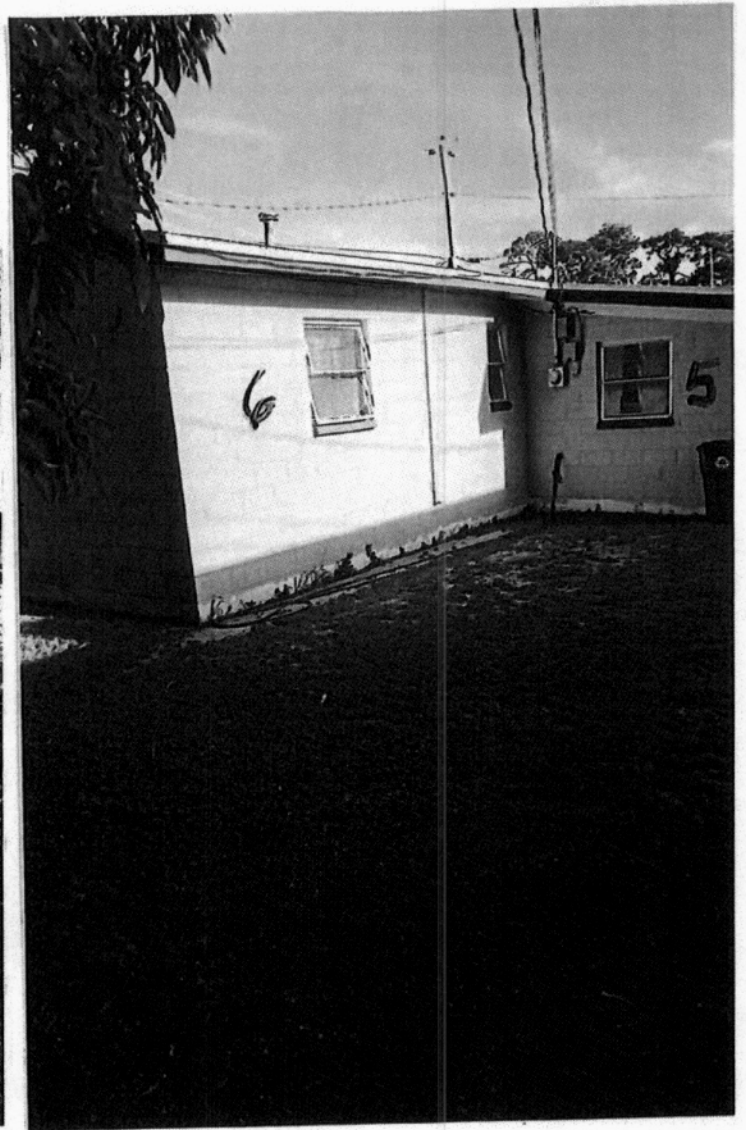
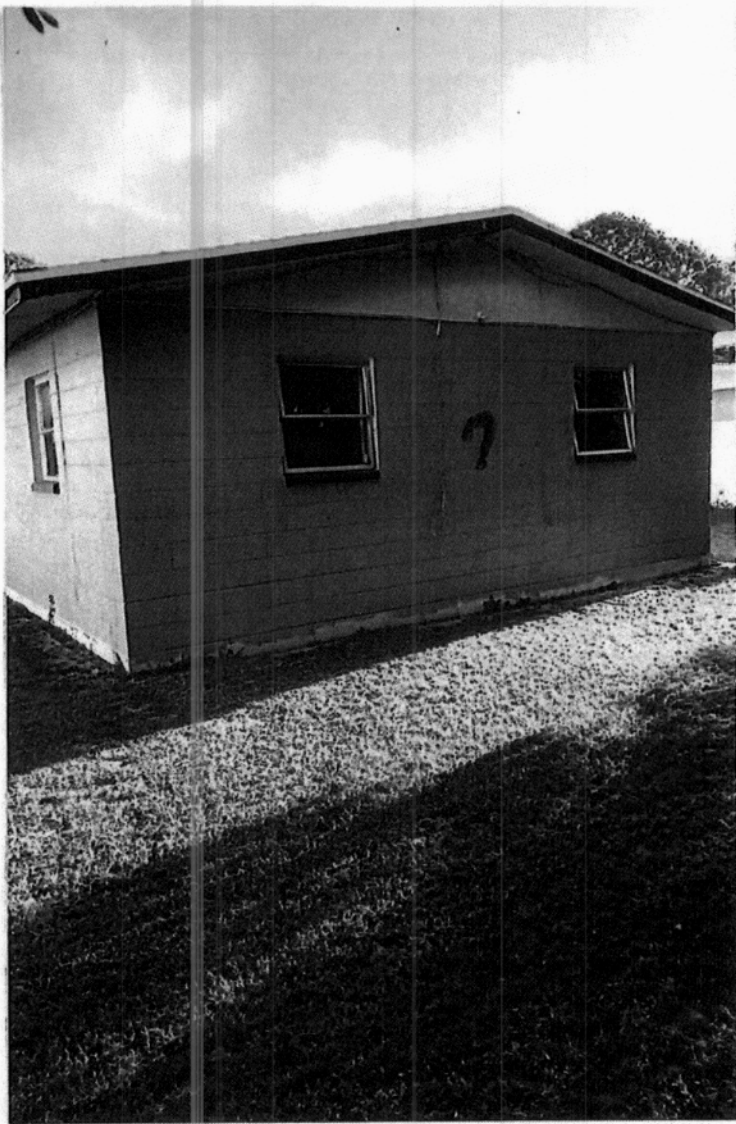
PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2500 • TITUSVILLE, FL 32781-2500

If Paid By Please Pay	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
	\$531.82	\$537.36	\$542.90	\$548.44	\$553.98

DO NOT PAY - THIS IS NOT A BILL

YOUR ORIGINAL BILL WAS MAILED TO MORTGAGE 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 **Edward Brown** whose principal address is 1205 Counts St, Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 1205 Counts St. 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 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 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 painting 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 Community Redevelopment district. Grant funds shall only be paid by the CRA for qualified approved Beautification 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 landscaping 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 beautification 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 beautification 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 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) 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:

Edward Brown

1205 Counts St.

Cocoa, FL 32922

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

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

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

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

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

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

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

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

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

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: Diamond Square Florida Community Redevelopment Agency pursuant to Section 163.330 et seq., Florida Statutes. By: Stockton Whitten, City Manager _____
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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>Edward Brown</u> Title: <u>Homeowner,</u> <u>1205 Counts St. 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: 1205 Counts St., Cocoa, FL 32922

Owner Name: Edward Brown

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved:
\$500.

Items Included in this Grant:	Cost of Items Included will be
1. Plants, shubs, mulch	no greater than \$500, as per
	grant requirements

Total: \$ _____



Legislation Details (With Text)

File #:	22-695	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	11/14/2022	In control:		Diamond Square RDA	
On agenda:	12/19/2022	Final action:			
Title:	Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Williams L 412 D Street Appl Redacted.pdf 412 D. Street - Williams, L Paint Agreement - .pdf				
Date	Ver.	Action By	Action		Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director

Requested Action:

Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) 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 and 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 budgeted funds in the FY 2023 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:

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

Staff is requesting Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

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 & 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 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:

Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant 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



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

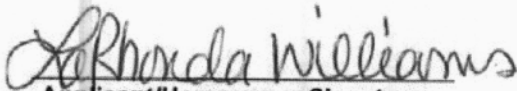
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or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

9-23-22
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: LARHONDA WILLIAMS Drivers License # [REDACTED]

Home Address: 412 D Street Cocoa FL 32922
Street City State Zip Code

Telephone: 321 704-7729 E-Mail: larhondawilliams2010@hotmail.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: **Applicant will work with the Painting Company for paint color selections and how much will be needed.

_____ square feet of home

_____ Color Selection - Walls

_____ 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.

Larhonda Williams
Signature of Applicant/Home Owner

9-23-22
Date

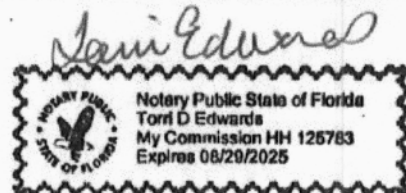
STATE OF FL, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 23 day of Sept, 20 22,

by Larhonda Williams, who is personally known to me or who has produced

FL ID as identification.

Notary Public, State of FL Affix Stamp



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

2022 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 _____

2426163

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER	24 3633-54-2-19	PROPERTY IDENTIFICATION	MILLAGE CODE
2426163	808 PAW PAW ST COCOA, 32922		23D0

2022 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.		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	0	4400	3.5661	15.69	0	4840	3.1927	15.45	3.2619	15.79
BREVARD LIBRARY DISTRICT	0	4400	0.4118	1.81	0	4840	0.3673	1.78	0.3763	1.82
BREVARD MOSQUITO CONTROL	0	4400	0.1669	0.73	0	4840	0.1489	0.72	0.1527	0.74
RECREATION DISTRICT & - MAINT	0	4400	0.6193	2.72	0	4840	0.5688	2.75	0.5775	2.80
TI-CO AIRPORT AUTHORITY	0	4400	0.0000	0.00	0	4840	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	0	4400	0.0571	0.25	0	4840	0.0509	0.25	0.0522	0.25
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	0	6000	3.6020	21.61	0	10000	3.0520	30.52	3.2470	32.47
BY LOCAL BOARD	0	6000	0.7480	4.49	0	10000	0.6338	6.34	0.7480	7.48
SCHOOL CAPITAL OUTLAY	0	6000	1.5000	9.00	0	10000	1.2710	12.71	1.5000	15.00
MUNICIPAL SERVICES										
CITY OF COCOA	0	4400	6.4532	28.39	0	4840	5.9866	28.98	6.4532	31.23
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	0	4400	0.2189	0.96	0	4840	0.1974	0.96	0.1974	0.96
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	0	4400	0.0320	0.14	0	4840	0.0287	0.14	0.0320	0.15
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT	0	4400	0.0488	0.21	0	4840	0.0425	0.21	0.0425	0.21
TOTAL TAXES				86.00				100.81		108.90

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	10000	10000	4840
LAST YEAR	6000	6000	4400

ASSESSED VALUE REDUCTION	APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies	0
Non-Homestead 10% Cap	Non-School Tax Levies	5160
Agricultural Classification	All Tax Levies	0
Other	All Tax Levies	0
EXEMPTIONS	APPLIES TO	AMOUNT
First Homestead	All Tax Levies	0
Additional Homestead	Non-School Tax Levies	0
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.

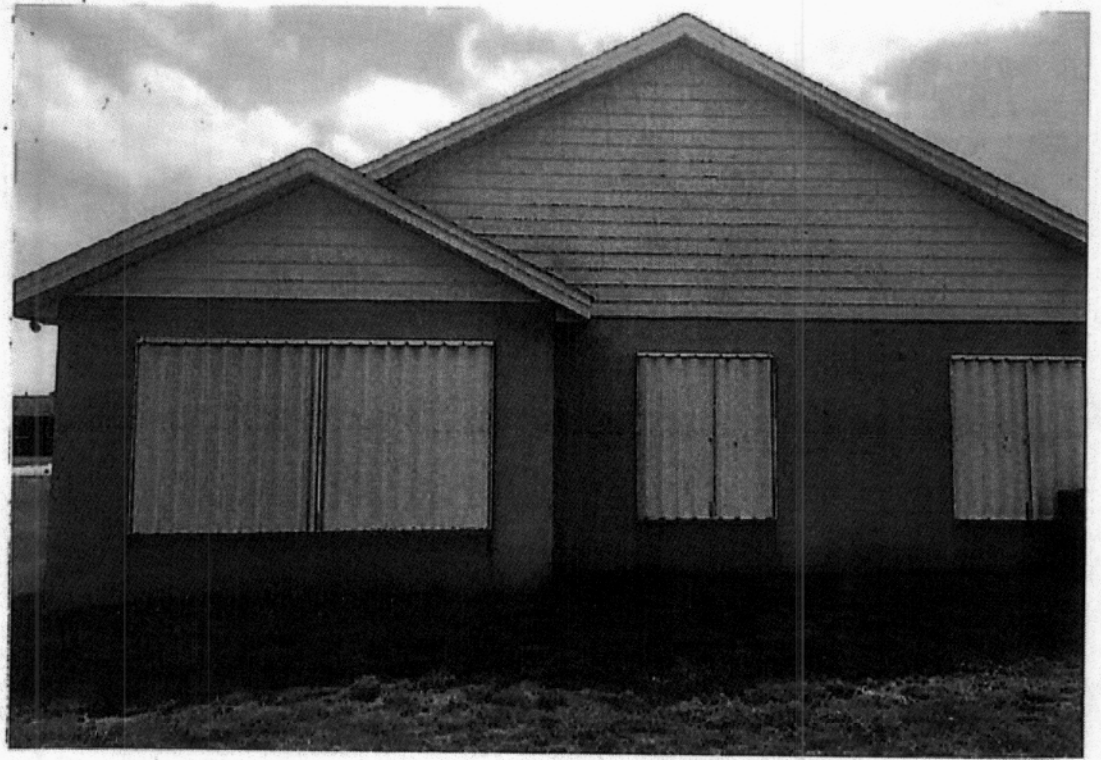
If you feel the market value of the property is inaccurate or does not reflect fair market value as of January 1, 2022, or if you are entitled to an exemption or classification that is not reflected, please contact the Brevard County Property Appraiser's office:

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 12, 2022





**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 LaRhonda Williams whose principal address is 412 D. St., Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 412 D. St, Cocoa, FL, ("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:

LaRhonda Williams

412 D. St.

Cocoa, FL 32922

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

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

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

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

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

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

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

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

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

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: Diamond Square Florida Community Redevelopment Agency pursuant to Section 163.330 et seq., Florida Statutes. By: Stockton Whitten, City Manager _____
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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>LaRhonda Williams</u> Title: <u>Homeowner,</u> <u>412 D. St, 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: 412 D. St., Cocoa, FL

32922 Owner Name: LaRhonda Williams

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 #:	22-697	Version: 1	Name:	
Type:	Agenda	Status:	Agenda Ready	
File created:	11/14/2022	In control:	Diamond Square RDA	
On agenda:	12/19/2022	Final action:		
Title:	Request Agency Approval for the Residential Beautification Grant application not to exceed \$500 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Beautification Grant Agreement.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Williams L 412 D Street Appl Redacted.pdf 412 D. St-Williams, L Beauty Agreement.pdf			

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

Memo Date: November 14, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval for the Residential Beautification Grant application not to exceed \$500 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Beautification Grant Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) 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 and 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 budgeted funds in the FY 2023 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 name in any outstanding code enforcement liens.

Staff is requesting Agency Approval for the Residential Beautification Grant application not to exceed \$500 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Beautification Grant Agreement.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested	<u>\$ 500.00</u>
Account Number	<u>111-3230-559.83-00</u>
Account Name	<u>Other Grants & Aids</u>

Source of Funds: Diamond Square CRA____

PREVIOUS ACTION:

June, 2021, the Diamond Square CRA approved the Residential Beautification Program, similar to the CRA's Commercial Façade Grant 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:

Request Agency Approval for the Residential Beautification Grant application not to exceed \$500 for property located at 412 D. St, Cocoa, FL and to authorize the City Manager to execute a Residential Beautification Grant Agreement.



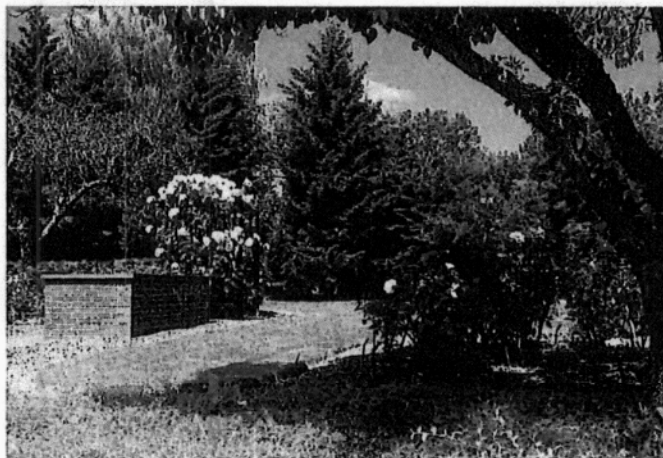
DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

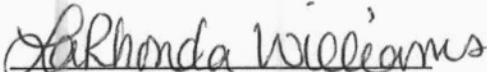
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet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

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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.

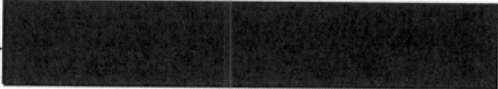

Applicant/Homeowner Signature

9-23-22
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: LARHONDA WILLIAMS Drivers License #. 

Home Address: 412 D Street COGA FL 32922
Street City State Zip Code

Telephone: 321 704-7729 E-Mail: larhondawilliams2010@hotmail.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):

Applicant will work with Landscape Company for plant selections.

If requesting mulch, indicate here what color brown wood

* "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.

Larhonda Williams

Signature of Home Owner

9-23-22

Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 23 day of Sept, 2022,

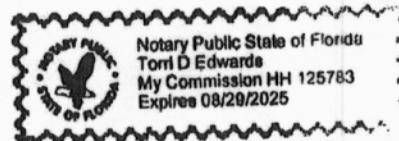
by Larhonda Williams, who is personally known to me or who has produced

FL ID

as identification.

Notary Public, State of FL Affix Stamp

Tom D Edwards



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

2022 NOTICE OF PROPOSED PROPERTY TAXES

Brevard County Taxing Authorities

Post Office Box 429 • Titusville, Florida 32781-0429

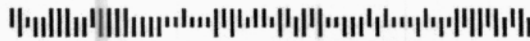


FOR PERMANENT CHANGE OF ADDRESS: Detach and mail completed form to PO Box 429, Titusville, FL 32781-0429

New Address: _____

Phone: (_____) _____

Authorized Signature _____ 2461533



HEX ** 2461533 ** T20 ** AUTO *****SCH 5-DIGIT 32922
WILLIAMS, LARHONDA
412 D ST
COCOA FL 32922-7408

280207
020

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER	24 3633-57-*7	PROPERTY IDENTIFICATION	MILLAGE CODE
2461533	412 D ST COCOA, 32922		23D0

2022 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.		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	50000	65980	3.5661	235.29	50000	69450	3.1927	221.73	3.2619	226.54
BREVARD LIBRARY DISTRICT	50000	65980	0.4118	27.17	50000	69450	0.3673	25.51	0.3763	26.13
BREVARD MOSQUITO CONTROL	50000	65980	0.1669	11.01	50000	69450	0.1489	10.34	0.1527	10.61
RECREATION DISTRICT 4 - MAINT	50000	65980	0.6193	40.86	50000	69450	0.5688	39.50	0.5775	40.11
TI-CO AIRPORT AUTHORITY	50000	65980	0.0000	0.00	50000	69450	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	50000	65980	0.0571	3.77	50000	69450	0.0509	3.54	0.0522	3.63
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25000	90980	3.6020	327.71	25000	94450	3.0520	288.26	3.2470	306.68
BY LOCAL BOARD	25000	90980	0.7480	68.05	25000	94450	0.6338	59.86	0.7480	70.65
SCHOOL CAPITAL OUTLAY	25000	90980	1.5000	136.47	25000	94450	1.2710	120.05	1.5000	141.68
MUNICIPAL SERVICES										
CITY OF COCOA	50000	65980	6.4532	425.78	50000	69450	5.9866	415.77	6.4532	448.17
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	50000	65980	0.2189	14.44	50000	69450	0.1974	13.71	0.1974	13.71
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	50000	65980	0.0320	2.11	50000	69450	0.0287	1.99	0.0320	2.22
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT)	50000	65980	0.0488	3.22	50000	69450	0.0425	2.95	0.0425	2.95
TOTAL TAXES				1295.88				1203.21		1293.08

PROPERTY APPRAISER VALUE INFORMATION

MARKET VALUE		ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	171170	119450	119450
LAST YEAR	142840	115980	115980

ASSESSED VALUE REDUCTION	APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies	51720
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, 2022, 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

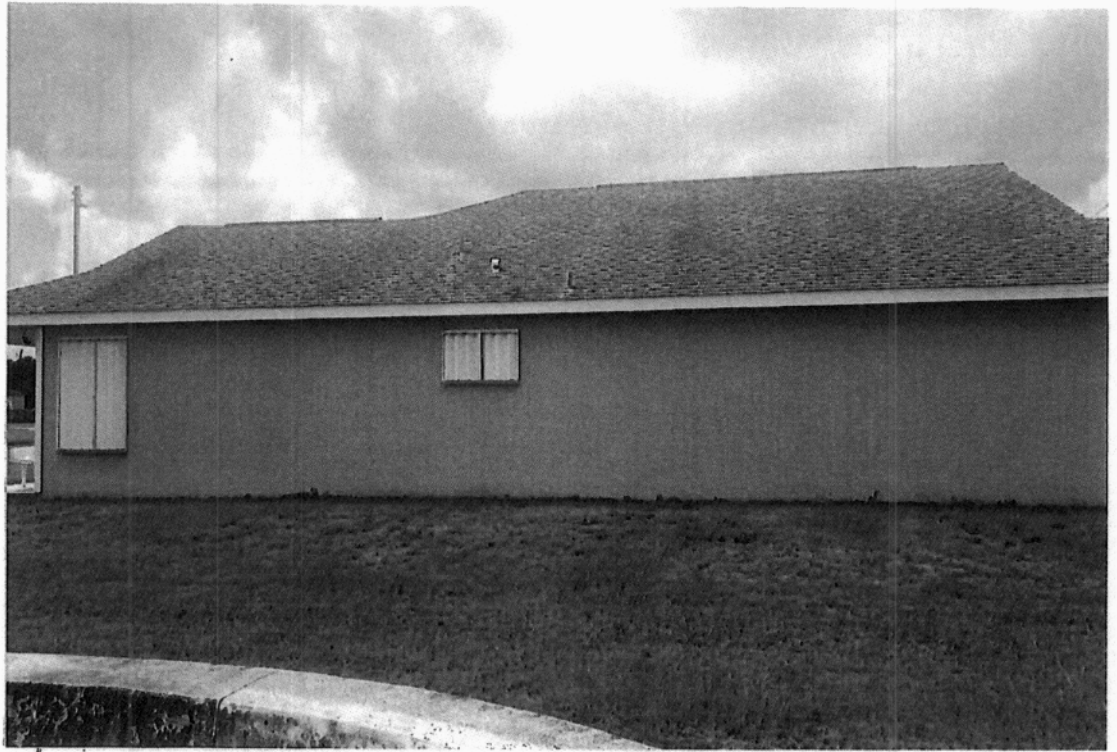
Tangible Personal Property: Titusville: 321-264-6703, option 2;
All other locations: 321-633-2199 X-6703

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 12, 2022







**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 **LaRhonda Williams** whose principal address is **412 D. St, Cocoa, FL 32922** ("Grantee").

RECITALS:

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

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address **412 D. St., 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 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 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 painting 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 Community Redevelopment district. Grant funds shall only be paid by the CRA for qualified approved Beautification 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 landscaping 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 beautification 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 beautification 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 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) 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:

LaRhonda Williams

412 D. St.

Cocoa, FL 32922

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

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

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

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

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

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

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

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

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

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: <u>LaRhonda Williams</u> Title: <u>Homeowner,</u> <u>412 D. St. 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: 412 D. St., Cocoa, FL 32922

Owner Name: LaRhonda Williams

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved:
\$500.

Items Included in this Grant:

1. Plants, shubs, mulch

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

Total: \$ _____



Legislation Details (With Text)

File #:	22-696	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	11/14/2022	In control:		Diamond Square RDA	
On agenda:	12/19/2022	Final action:			
Title:	Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 701 Aurora St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	701 Aurora St - Cox Paint Redacted.pdf 701 Aurora St - Cox, B - Paint Agreement - .pdf				

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

Memo Date: December 5, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 701 Aurora St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) 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 and 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 budgeted funds in the FY 2023 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:

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

Staff is requesting Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 701 Aurora St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

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 & 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 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:

Request Agency Approval for the Residential Paint Grant application not to exceed \$1,000 for property located at 701 Aurora St, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant 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



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.

Bernice Cox
Applicant/Homeowner Signature

9-19-2022
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

Applicant/Name: BERNICO COX Drivers License # [REDACTED]

Home Address: 701 AURORA ST COCOA FL 32922
Street City State Zip Code

Telephone: 321 720-4684 E-Mail: bmcox1946@gmail.com

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

_____ square feet of home

LIGHT GRAY Color Selection - Walls

NAVY BLUE 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.

Bernice Cox
Signature of Applicant/Home Owner

9/29/2022
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 19th day of Sept, 2022,

by Bernice Cox, who is personally known to me or who has produced

FL DL license identification.

Notary Public, State of Florida Affix Stamp



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



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2424782
 Owners COX-FIELDS, BERNICE; MC MILLAN, BARBARA
 Mailing Address 701 AURORA STREET COCOA FL 32922
 Site Address 701 AURORA ST COCOA FL 32922
 Parcel ID 24-36-32-51-D-1
 Property Use 0110 - SINGLE FAMILY RESIDENCE
 Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
 Taxing District 23D0 - COCOA
 Total Acres 0.18
 Subdivision PINE GROVE PARK NO 2 1ST ADDN
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0017/0088
 Land Description PINE GROVE PARK NO 2 1ST ADDN LOT 1 BLK D



VALUE SUMMARY

Category	2022	2021	2020
Market Value	\$96,740	\$57,430	\$57,430
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$55,090	\$51,600	\$50,890
Assessed Value School	\$55,090	\$51,600	\$50,890
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$5,090	\$1,600	\$890
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$25,000	\$25,000	\$25,000
Taxable Value School	\$30,090	\$26,600	\$25,890

SALES/TRANSFERS

Date	Price	Type	Instrument
11/01/1998	--	QC	3928/2935
08/01/1966	\$14,500	--	0893/0865

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built 1964
Frame:	MASNRYCONC	Story Height 8
Roof:	ASPH/ASB SHNGL	Floors 1
Roof Structure:	HIP/GABLE	Residential Units 1
		Commercial Units 0

Sub-Areas	Extra Features	
Base Area (1st)	1,205	Fireplace 1
Carport	210	
Enclosed Por	120	
Open Porch	55	
Open Porch	50	
Utility Room	105	
Total Base Area	1,205	
Total Sub Area	1,745	





**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 Bernice Cox whose principal address is 701 Aurora St., Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 701 Aurora St. Cocoa, ("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:

Bernice Cox

701 Aurora St.

Cocoa, FL 32922

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

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

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

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

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

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

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

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

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

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: <u>Bernice Cox</u> Title: <u>Homeowner,</u> <u>701 Aurora St, Cocoa, FL</u>
--	---

STATE OF Florida
COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address: 701 Aurora St., Cocoa, FL 32922

Owner Name: Bernice Cox

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 #: 22-694 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 11/14/2022 **In control:** Diamond Square RDA
On agenda: 12/19/2022 **Final action:**
Title: Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2023
Sponsors:
Indexes:
Code sections:
Attachments:

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

Memo Date: November 14, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2023

BACKGROUND:

The Diamond Square CRA meets on the 3rd Monday of the month at 6:00 pm. During the months of January and February the 3rd Monday falls on a Holiday, and therefore, the January date is the fourth Monday.

**DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY
2023 MEETING SCHEDULE**

JANUARY	23	6:00 PM	MONDAY *
MARCH	20	6:00 PM	MONDAY
APRIL	17	6:00 PM	MONDAY
MAY	15	6:00 PM	MONDAY
JUNE	19	6:00 PM	MONDAY
JULY	17	6:00 PM	MONDAY
AUGUST	21	6:00 PM	MONDAY
SEPTEMBER	18	5:00 PM	MONDAY
OCTOBER	16	6:00 PM	MONDAY

NOVEMBER	20	6:00 PM	MONDAY
DECEMBER	18	6:00 PM	MONDAY

*The January Regular Meeting has been adjusted, with no meeting in February to accommodate the holidays.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Prior to the beginning of each Calendar Year, Agency Members approve the Regular Meeting Schedule.

RECOMMENDED MOTION:

Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2023.



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	22-703	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	11/15/2022	In control:		Diamond Square RDA	
On agenda:	12/19/2022	Final action:			
Title:	Request Agency Approval of Resolution Amending the Budget, BAF# 23-019-T in the amount of \$206 in order to pay the final invoice for legal services by Change Order.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CO Legal (\$205.50) - (22-703) - (12-19-23) .pdf Resolution 22-703 FY23.pdf BAF 23-019-T-DSCRA-Legal Fees Funding (12-19-22) Agenda 22-703.pdf COLOMBO 09.19-2022 A.pdf				

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

Memo Date: December 5, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of Resolution Amending the Budget, BAF# 23-019-T in the amount of \$206 in order to pay the final invoice for legal services by Change Order.

BACKGROUND:

The Purchase Order for Legal Services had \$142.50 remaining for the FY22 and staff received an invoice in late October for the final month, September in the amount of \$348.00. With not enough remaining on the Purchase Order, staff is requesting this budget amendment in order to pay the final invoice.

BUDGETARY IMPACT:

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

BAF3 23-019-T

FROM:

Amount Requested (\$ 206)
Account Number 111-3230-559.39-00
Account Name Contingency Account
TO:
Amount Requested \$206
Account Number 111-3230-559.31-01
Account Name Legal Services

Source of Funds: Diamond Square CRA

If a P.O. Change Order is involved please complete the following:

Change Order Amount \$ 205.50

Original Purchase Order 78621

Original P.O. Amount \$1200

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 1

Total amount in change orders to date \$ 900.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of Resolution Amending the Budget, BAF# 23-019-T in the amount of \$206 in order to pay the final invoice for legal services by Change Order.

CHANGE ORDER REQUEST FORM

SELECT CHANGE ORDER TYPE:



GENERAL



CONSTRUCTION-----Assigned Project # Required: _____



CONSTRUCTION CONTINGENCY----Resolution # Required: _____

Amount Approved: _____ Balance Remaining: _____



TASK ORDER -----Assigned Task Order # Required: _____



TASK ORDER AMENDMENT-----Amendment # Required: _____

Date: 11/15/22

New Requ #: _____

45660

Change Requisition Number # _____

2

Name of Requestor
completing this form:

L.Chabot



Original Purchase Order Amount \$ 1,200.00

Change Order # 1 Amount 900.00

Change Order # 2 Amount 205.50

Change Order # 3 Amount

Change Order # 4 Amount

Change Order # 5 Amount

Change Order # 6 Amount

Change Order # 7 Amount

Change Order # 8 Amount

New Purchase Order Amount \$ 2,305.50

Joseph G. Colombo, PA

43467

78621

\$ 3,205.50

REASON FOR CHANGE (Click box(s) to select):

☐ Correct Freight Cost

☐ Cancel Line Item

☐ Correct Unit Cost

☒ Add Additional Money

☐ Correct Account

☐ Add/Delete/Change Project #

☐ Correct Qty Ordered

☐ Liquidate Money

☐ Add Line Item

☐ Cancel Entire PO

☐ Other-Explain:

Please make correction(s) to original PO as listed below:

Original PO Line #	Quantity	UM	Description	Account Number	Project Number	Unit Cost	Extended Cost
2	205.50	sum	To pay final payment for FY22 invoice.	111-3230-559-31-01		1.0000	\$ 205.50
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -

THIS AMOUNT MUST BE LISTED AT THE TOP OF THIS FORM NEXT TO THE CORRESPONDING CHANGE ORDER #.

\$ 205.50

CHANGE ORDER REQUEST FORM - PAGE 2, JUSTIFICATION NOTE REQUIRED

Date: 11/15/22

New Requ #: 45660

Change Requisition Number #

2

Change Order Justification:

For the purposes of paying the final invoice (Sept) that was not received until late October. The FY 22 PO balance of \$142.50 was rolled in FY 23. This will increase the the PO 78621 in the amount of \$205.50.

*****Please be sure to save this Change Order Form as a PDF prior to inputting it into your requisition folder. *****

RESOLUTION NO. DSCRA 22-703

**A RESOLUTION OF DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF COCOA, FLORIDA, AMENDING THE
CITY OF COCOA DSCRA BUDGET FOR FISCAL
YEAR 2023; PROVIDING FOR THE REPEAL
OF PRIOR INCONSISTENT RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2022, and ending on September 30, 2023 at a Regular Meeting held on August 15, 2022 and

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

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

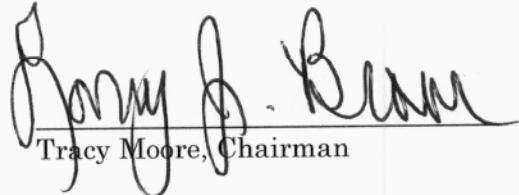
NOW, THEREFORE, BE IT RESOLVED BY THE DIAMOND SQUARE CRA, as follows:

SECTION 1. The 2022-2023 fiscal year budget shall be amended as detailed in the attached sheets.

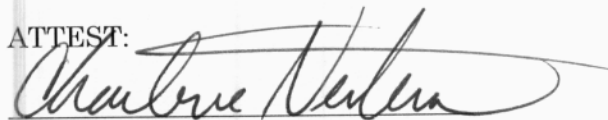
SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a Regular meeting assembled on the 19th day of December, 2022.


Tracy Moore, Chairman

ATTEST:


Charlene Neuterman
Community Services Director



City of Cocoa Budget Adjustment Form FY 2023 - 019-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER				REQUESTING DEPARTMENT #: 3230	DATE PREPARED: 11/15/22		
FROM ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 206)	111-3230-559.39-00	CA2302	Contingency Account	\$ 0	\$ 0	(\$ 206)	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 206) TOTAL							
TO ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 206	111-3230-559.31-01		Legal Expenses	\$ 0	\$ 0	\$ 206	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 206 TOTAL							
REASON/JUSTIFICATION FOR ADJUSTMENT:							
To pay final invoice (September) for legal fees for Joseph Colombo. The remaining balance in legal fees from 2022 was rolled into FY23. We did not receive the invoice until late October. There was not a DSCRA Meeting in November, therefore this will go to the Agency at the December meeting. Contingency funds are coming from the Women's Vetrans Village.							
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 12/19/22 RESOLUTION #:22-703							
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.							
11/15/22 Lori Chabot Digitally signed by Lori Chabot Date: 2022.11.15 11:03:16 +05'00'		11/17/22 Colleen Campbell Digitally signed by Colleen Campbell Date: 2022.11.17 07:47:46 -05'00'					
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature		
11/15/22 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2022.11.15 11:25:18 -05'00'		12/5/22 Lora Howell Digitally signed by Lora Howell Date: 2022.12.05 14:32:22 -05'00'					
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature		
FINANCE USE ONLY:							
Date Entered:		Entered By:		Group #:			

RECEIVED

By LChabot at 2:00 pm, Nov 01, 2022

Joseph G. Colombo, P.A.
Attorney-At-Law

INVOICE FOR LEGAL SERVICES

October 28, 2022

Invoice no.: 09/19-2022 A

City of Cocoa
Accounts Payable
65 Stone Street
Cocoa, FL 32922

E-Mail (lchabot@cocoafl.gov)

Re: Diamond Square RDA

Balance Due ***\$ 348.00***
Date Due ***November 11, 2022***

Attorney's Fees earned	\$	348.00
TOTAL AMOUNT DUE	\$	348.00

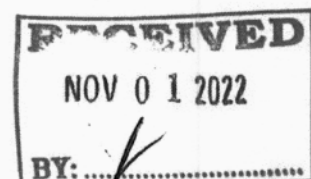
Thank you for your business.

<u>Balance Due</u>	<u>Due Date</u>	<u>Payment Enclosed</u>
\$ 348.00	11/11/2022	\$ _____

City of Cocoa
Accounts Payable
65 Stone Street
Cocoa, Florida 32922

Please Make Check Payable to:
Joseph G. Colombo, P.A.
2020 W. Eau Gallie Blvd., Suite 106
Melbourne, FL 32935

Federal Tax Id No. 52-2373124



Description of ATTORNEY Legal Services Rendered**Time Spent (in Hours)**

09/19/2022 Prepare for and attend Diamond Square Meeting

2.4

Total Attorney Hours worked @ \$145.00:

2.4

= Attorney's Fees of:

\$ 348.00



Legislation Details (With Text)

File #: 22-729 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 12/5/2022 **In control:** Diamond Square RDA
On agenda: 12/19/2022 **Final action:**
Title: Request Agency Approval of the updated, revised applications for the DS CRA Paint Grant and the DS CRA Beautification Grant.

Sponsors:

Indexes:

Code sections:

Attachments: [Beautification-guidelines-and-application-2022 edits.pdf](#)
[Residential-Paint-guidelines-and-application-2022 edits.pdf](#)
[Stephenson's Landscaping Florida Friendly FORM.pdf](#)

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

Memo Date: December 5, 2022
Agenda Date: December 19, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of the updated, revised applications for the DS CRA Paint Grant and the DS CRA Beautification Grant.

BACKGROUND:

Similar to the CRA's Commercial Façade Grant Program, the Residential Paint Grant Program and the Residential Beautification Grant Program has been successful for the Diamond Square CRA. In an effort to support the plan's goal of raising the value and perception of Diamond Square and to encourage area spending and homeowner investment, these programs were created. They allow eligible applicants to receive up to \$1,000 of paint supplies and pressure washing and/or up to \$500.00 for landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

Staff has made some minor updates to the applications and program guidelines in an effort to clarify/emphasize some of the guidelines and for ease of reading. None of the eligibility requirements or other legal language in the document have been changed. Attached to this agenda item are copies of each application showing the updates.

The program is currently budgeted in the Fiscal Year 2023 budget for \$20,000 for the paint grant and

\$10,000 for the beautification grant program. Applications are subject to availability of funds which are awarded on a first-come, first-serve basis to homeowners meeting all Program guidelines.

Staff is requesting direction on the noted changes to the applications and approval of the final applications to post for future applicants.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Diamond Square CRA approved the Paint Grant Application and the Beautification Grant Application at their June 21, 2021 meeting.

RECOMMENDED MOTION:

Request Agency Approval of the updated, revised applications for the DS CRA Paint Grant and the DS CRA Beautification Grant.



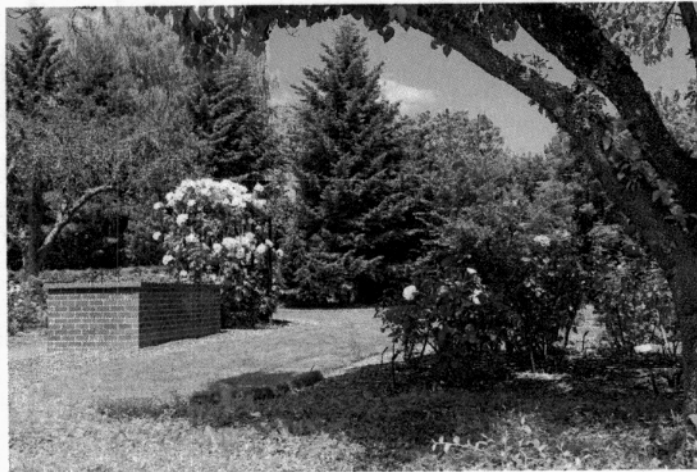
DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



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 this grant is to support and encourage improved appearance and therefore, the DSCRA may not approve all applicants.

III. Eligibility

The residential dwelling (hereinafter the "Home") must be located within the Diamond Square 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 (i.e., ground cover, bushes, mulch). 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:
 - a. Proof of home ownership.
 - b. Colored photographs of the area to be landscaped.
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. All plantings must be in the front of the home and within street-view.
4. 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.)
 - a. The Landscaper has provided a Materials List for Application Recipients to select from. That list is included with the application. Recipient will work with the Landscaper to select appropriate plantings and arrange for delivery. **NOTE: (This removes the requirement to write down their plant choices, as many recipients don't know exactly the names and tend to work more with the landscaper choosing from the Materials List Form).**

5. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
6. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be completed within 60 days from the commencement date. Commencement Date begins upon the approval of the application by the DSCRA Board.
7. 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 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.

Homeowner Signature

Date

Diamond Square CRA Representative/Staff

Date

APPLICANT INFORMATION

Applicant/Name: _____ Drivers License # _____

Home Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

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):~~

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.')

a. The Landscaper has provided a Materials List for Application Recipients to select from. That list is included with the application. Recipient will work with the Landscaper to select appropriate plantings and arrange for delivery.

If requesting mulch, indicate here what color - Circle one: Brown, Black or Red

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

Please indicate on the photographs the location of the plantings.

ACKNOWLEDGMENTS AND SIGNATURES NOTE: Removed We

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

1. I 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 the Applicant and Homeowner.
3. I understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. I attest that 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/or a representative from a CRA approved landscaping supply company to discuss and place an order and to complete an Industry-standard job.
6. I understand that work must commence on the project within 15 days of receipt of the landscaping supplies.
7. **I understand that all work must be completed within 60 days of grant commencement.**
8. **I understand that Commencement Date is the date of application approval by the DSCRA.**
9. **I 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 am responsible for labor and any other costs or overages.**
10. I further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
11. **I understand that all landscaping will be in the front of the home or within "street view".**
12. I 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.
13. I further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
14. Upon completion of the project and final inspection by the CRA, I agree to notify the DSCRA/Staff member to notify them of completion of the plantings. ~~execute an Affidavit of Completion with the CRA.~~
15. ~~I 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.~~
16. I 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.
17. I 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.
18. I understand that applications may be considered according to an " application cycle" established by the CRA.
19. I 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.
20. I understand that I have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
21. I understand that verifications of this information may be obtained or made by the CRA.
22. 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 of Home Owner

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

by _____, who is personally known to me or who has produced

_____ as identification.

Notary Public, State of _____ 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



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



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:
 - a. Proof of home ownership.
 - b. Colored photographs of all sides of the Home (before photos).
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 home exterior pressure washed ~~upon completion and~~ after CRA approval of application and prior to selection and purchase of Paint and paint supplies.
4. The application must include the chosen color scheme for both the building and trim.
5. Upon Application Approval, recipient will work with the Painting Vendor for specific color palate selections ~~Recommended color palettes are available upon request from the CRA.~~
- ~~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~~ and for paint supplies that 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. Commencement Date begins upon the approval of the application by the DSCRA Board.
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 painting 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.

Homeowner Signature

Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: _____ Drivers License # _____

Home Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

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:

_____ square feet of home

_____ Color Selection - Walls

_____ 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 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 understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. I attest the Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
5. I 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 Recipient will consult with CRA staff and/or a paint supply representative to determine what paint and supplies will be sufficient in order to complete an Industry-standard paint job.
7. I understand that work must commence on the project within 15 days of receipt of the paint and paint supplies.
8. I understand that all work must be complete within 60 days of receipt of the paint and supplies the grant commencement date.
9. I understand the Commencement Date is the date of the application approval by the DSCRA.
10. I 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 am responsible for labor and any other costs or overages.
11. I further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
12. I 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.
13. I further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
14. Upon completion of the project and final inspection by the CRA, I agree to execute an Affidavit of Completion with the CRA. I agree to notify the DSCRA/Staff member to notify them of completion of the painting.
- ~~15. 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.~~
16. I 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.
17. I 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.
18. I understand that applications may be considered according to an " application cycle" established by the CRA.
19. I 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.
20. I understand that I have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
21. I understand that verifications of this information may be obtained or made by the CRA.
22. 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 of Home Owner

Date

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,

by _____, who is personally known to me or who has produced

_____ as identification.

Notary Public, State of _____ Affix Stamp

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

MATERIALS ORDER FORM

DATE	
HOMEOWNER NAME	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	

QUANTITY	PLANT COMMON NAME	PRICE	TOTAL
	GROUND COVERS 1 GAL.		
	ALOE -BARBADENSIS	\$5.00	0
	BABY SUNROSE RED	\$5.00	0
	BLANKET FLOWER	\$5.00	0
	BLUEDAZE	\$5.00	0
	DUNE SUNFLOWER	\$5.00	0
	DWARF CONFEDERATE JASMINE VINE	\$5.00	0
	DWARF OYSTER PLANT	\$5.00	0
	JUNIPER PARSONII	\$5.00	0
	JUNIPER SHORE	\$5.00	0
	KIMBERLY FERN	\$5.00	0
	LANTANA	\$5.00	0
	LILY OF THE NILE	\$5.00	0
	LILY TURF EMERALD GODDESS	\$5.00	0
	MONDO GRASS	\$5.00	0
	MONDO GRASS DWARF	\$5.00	0
	OYSTER PLANT	\$5.00	0
	PENTAS	\$5.00	0
	POWDER PUFF MIMOSA VINE	\$5.00	0
	SOCIETY GARLIC	\$5.00	0
		\$5.00	0
	SHRUBS 3 GAL. CONTAINER		
	BIRD OF PARADISE ORANGE	\$14.00	0
	BOUGAINVILLEA	\$14.00	0
	BRUSH CHERRY - GOOD HEDGE NO FRUIT	\$14.00	0
	BUTTONWOOD GREEN	\$14.00	0
	BUTTONWOOD SILVER	\$14.00	0
	CARDBOARD PALM	\$22.00	0
	CARISSA EMERALD BLANKET	\$14.00	0
	CONFEDERATE JASMINE VINE	\$14.00	0
	COONTIE CYCAD	\$22.00	0
	CORD GRASS	\$14.00	0
	CROTON MAMMY	\$14.00	0

	DWARF YAUPON HOLLY	\$14.00	0
	FICUS GREEN ISLAND	\$14.00	0
	FIRE BUSH	\$14.00	0
	FOXTAIL FERN	\$14.00	0
	GOLDEN DEWDROP	\$14.00	0
	HAWAIIAN TI RED SISTER	\$14.00	0
	HIBISCUS	\$14.00	0
	INDIAN HAWTHORNE	\$14.00	0
	IXORA DWARF RED	\$14.00	0
	IXORA MAUI ORANGE RED	\$14.00	0
	IXORA NORA GRANT PINK	\$14.00	0
	MILKWEED	\$14.00	0
	MULHY GRASS	\$14.00	0
	OLEANDER DWARF SALMON	\$14.00	0
	PHILODENDRON SPLIT LEAF	\$14.00	0
	PHILODENDRON XANADU (DWARF)	\$14.00	0
	PLUMBAGO BLUE	\$14.00	0
	PODOCARPUS	\$14.00	0
	SEA GRAPE	\$14.00	0
	SWEET ALMOND BUSH	\$14.00	0
	TEXAS SAGE	\$14.00	0
	UMBRELLA PLANT GREEN	\$14.00	0
	UMBRELLA PLANT VARIEGATED	\$14.00	0
	VARIEGATED FLAX LILY	\$14.00	0
	WAX LEAF PRIVET GREEN	\$14.00	0
	WAX MYRTLE	\$14.00	0
		\$14.00	0
	MULCH 2 CU. FT. BAG		
	MULCH COVERS 12 SQ.FT. PER BAG		
	GOLD	\$3.50	0
	CYPRESS	\$2.50	0
	RED	\$3.50	0
	DELIVERY		30
TOTAL			\$30.00

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: Rebres McLaughlin
ADDRESS: 307 Blake Ave
Cocoa TELEPHONE: 321-537-5257
Cocoa PFL

ORGANIZATION YOU REPRESENT (IF ANY): Girl of the Year

AGENDA ITEM NUMBER/SUBJECT: _____

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

- ☐ Resident or taxpayer (may speak on any subject of general or public interest)
- ☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City, except:

- ☐ City Employee (may speak regarding his/her employment)
- ☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.
- ☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial items, and public hearing items)

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

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME:

Shaneka Adams

ADDRESS:

405 Blake Ave

TELEPHONE:

321-421-7000

ORGANIZATION YOU REPRESENT (IF ANY):

Is the open land open for Public to purchase

AGENDA ITEM NUMBER/SUBJECT: PLEASE CHECK ONE OR MORE THAT APPLY: (You must

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must

meet one of the following requirements to speak under Delegations)

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

☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City, except:

- ☐ City Employee (may speak regarding his/her employment
- ☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.
- ☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial items, and public hearing items)

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

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: SANJANETTE L. SCOTT
ADDRESS: 510 WHALEY ST. COCOA, FL
32922 TELEPHONE: 910.987.3482

ORGANIZATION YOU REPRESENT (IF ANY): N/A

AGENDA ITEM NUMBER/SUBJECT: PRESENTATION - SHANNA GILLEN COCOA HOUSING AUTHORITY

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must

meet one of the following requirements to speak under Delegations)

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

☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City,

except:

☐ City Employee (may speak regarding his/her employment

☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.

☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial

items, and public hearing items)

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

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: Mrs. Lanza
ADDRESS: 436 Satsuma Street Cocoa, FL 32932

TELEPHONE: _____

ORGANIZATION YOU REPRESENT (IF ANY): Lanza436@yahoo.com

AGENDA ITEM NUMBER/SUBJECT: Petition on Speaker For distorting the

peace.
IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must

meet one of the following requirements to speak under Delegations)

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

☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City,

except: Also an Idea about instead of putting and spending
So much money on cameras why not put gate on each

side
☐ City Employee (may speak regarding his/her employment)

☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.

☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial items, and public hearing items)

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