

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Special Meeting Agenda

Monday, February 4, 2019

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:

1. 19-26 Approve the agenda for the meeting of February 4, 2019, as presented or with amendments.

Attachments: DS CRA REGULAR MEETING AGENDA FEB 4 2019

2. 19-27 Approve the Minutes for the meeting of December 17, 2018, as written or with amendments.

Attachments: Minutes 12-17-18 (FINAL)

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. ACTION ITEMS:

1. 19-6 Approve a Resolution supporting the City of Cocoa's Section 108 Loan Application in the amount of \$895,445 and committing \$47,488 towards the construction of the new Dr. Joe Lee Smith Community Center...End

Attachments: Resolution DSCRA 2-4-19

2. 19-28 Approve the reimbursement of settlement fees for the Whaley Street properties in the amount of \$780 to Habitat for Humanity of Brevard County. Approve a budget transfer in the amount of \$1,080 for the Habitat for Humanity property appraisal and settlement fees.

Attachments: Seller's Closing Statement-Diamond Square
RE Habitat for Humanity Settlement Fees
Diamond Square Habitat Development Agreement 11-8-18
430 Whaley Appraisal
BAF 19-056 -CSCRA-SettlementFees (2-4-19)~ DS CRA Agenda.pdf

V. ATTORNEY'S REPORT:

VI. UPDATES AND STAFF REPORTS:

1. 19-35 Informational Item - Project Updates

Attachments: DS Initiative Oct-Dec 2018

2. 19-36 Informational Item - Budget Report

Attachments: Fund 111 Diamond Square December 2018

VII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, March 18, 2019 at 6:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

VIII. ADJOURNMENT

NOTICE TO THE PUBLIC:

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue shall be allowed.

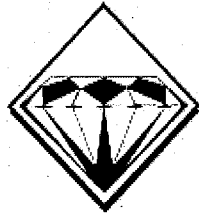
A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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

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.

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

This is a public meeting. All interested parties may attend. 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.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Jewel Collins
Board Member

Larry Robinson
Board Member

Sylvia Thomas
Board Member

REGULAR MEETING AGENDA

DATE: Monday, February 4, 2019
TIME: 6:00 p.m.

Location: Cocoa City Hall, Council Chambers
65 Stone Street

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

AGENDA: Regular Meeting of February 4, 2019

MINUTES: Special Meeting of December 17, 2018

III. ACTION ITEMS

1. Approve a Resolution supporting the City of Cocoa's Section 108 Loan Application in the amount of \$895,445 and committing \$47,488 towards the construction of the new Dr. Joe Lee Smith Community Center.
2. Approve budget adjustment for Whaley St. properties and approval for expenditures related to the property transfer.

IV. ATTORNEY'S REPORT

V. UPDATES AND STAFF REPORTS

1. Informational item: Budget Report
2. Informational item: Project Updates

VI. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is March 18, 2019 at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

VIII. ADJOURNMENT

NOTICE TO PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend. Pursuant to Section 286.0105, *Florida Statutes*, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise allowed by law. This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review.

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 24, 2019
Agenda Date: February 4, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve the Minutes for the meeting of December 17, 2018, as written or with amendments.

BACKGROUND:

The Diamond Square CRA approves the minutes for all of its meetings the beginning of such meetings.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the minutes for the meeting of December 17, 2018, as written or with amendments.

**MINUTES
CITY OF COCOA
DIAMOND SQUARE REDEVELOPMENT AGENCY
REGULAR MEETING
December 17, 2018**

A Regular Meeting of the Diamond Square Redevelopment Agency Board was held on December 17, 2018 at City Hall, 65 Stone Street, Cocoa FL, as publicly noticed.

I. CALL TO ORDER:

Chairwoman Moore called the meeting to order at 6:03 pm.

ROLL CALL:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Larry Robinson	Agency member
Jewel Collins	Agency member
Edward Jones	Agency member
Sylvia Thomas	Agency member
Joseph Colombo	Agency counsel
Alex Goins	Council Liaison

PRESENT:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Larry Robinson	Agency member
Jewel Collins	Agency member
Edward Jones	Agency member
Sylvia Thomas	Agency member
Joseph Colombo	Agency counsel
Alex Goins	Council Liaison
Kadi Carver	Recording Secretary

ABSENT:

STAFF PRESENT:

Charlene Neuterman, Redevelopment Program Manager, Jake Williams, Mayor, Lorraine Koss, City Councilwoman.

Agency member Robinson provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA: Regular Meeting of December 17, 2018

- * MOTION by Agency member Collins; SECONDED by Agency member Robinson to approve the agenda for the Regular Meeting of December 17, 2018.**

AYES: Moore, Robinson, Collins, Thomas

MOTION CARRIED (4-0)

MINUTES: Minutes of the Special Meeting of November 19, 2018

- * **MOTION by Agency member Collins; SECONDED by Agency member Robinson to approve the minutes of the Special meeting of November 19, 2018.**

AYES: Moore, Robinson, Collins, Thomas

MOTION CARRIED (4-0)

III. COMMUNITY FORUM:

Nancy Bunt informed staff there are two separate parts of funding for the Dr. Joe Lee Smith center. There is the City general fund money going to be used toward construction and design engineering in addition the city is using their community development block grant funds in order to apply for section 108 loan application. By doing that there is certain requirements because it is a federal grant we receive in order to have public participation. On December 12, 2018 this item was brought before council to get some input on various items. We are required to have one public input meeting that will be on Wednesday at 5pm at the Dr. Joe Lee Smith Center. In addition there will be a second meeting at the Diamond Square Redevelopment meeting. Nancy then informed council there is a 30 day public comment period which ends January 23. Any time in that 30 days someone can submit written or verbal comments to the project. On January 23 we will bring it back to City council for another public hearing for input. We will take all the comments and give them to Hud when we apply for the section 108 loan.

We were contacted by Brevard County Action team located at Provost Park inquiring about moving into the facility and using some of the multipurpose rooms. The facility they have at Provost Park is very small and they have certain requirements to offer classes and also have other support services which they are not able to have because all they have is offices there. If the city moved forward with that they would provide some of their own funds to move the team there.

Agency Member Collins asked for understanding on what was going to move.

Nancy Bunt replied the Brevard action team which is located at Provost Park with seven (7) full time employees. The office there is just a small waiting room with offices. As part of their requirements like job training they want to be able to have a facility where they can have a multipurpose room where they can hold classes and do other things there. So they approached us about moving into the facility.

Agency Member Collins stated that she remembers someone saying that they would enlarge the center.

Nancy Bunt shared that the contractor would look at going 10 more feet to the East side and the Brevard County Action Team would pay for that. It was originally designed for discussions with the Brevard Health Alliance but since they have the mobile unit going now we talked to them about bringing it in to have another type of service.

Chairperson Moore requested to know if the mobile unit Nancy's referring to will have specific appointments times or something that will always be there.

Nancy Bunt responded that it would be specific days and times. Once construction starts we will be able to see what days they have available and work out a schedule.

Chairperson Moore requested for an overview of the design so she could see what rooms will be in the Dr. Joe Lee Smith Center.

John Zwick shared a presentation on all the rooms in the Dr. Joe Lee Smith Center.

Nancy Bunt shared a survey card was created so people can write comments at the bottom it also has a variety of eligible activities through the federal grants that could be included in the center. This survey was also given out at the last Dr. Joe Lee Smith Center meeting.

Chairperson Moore stated that she was trying to see how large the entrance, restrooms, and rooms are. Also if the rooms will have pull down screens and etc.

John Zwick replied the facility has enough restrooms to handle a large meeting in the multipurpose room as well as concentrated activities in the activity room. For every 2 men's toilets there are 3 women's. As far as pull down screens those can be put in later. Furthermore right now we are the design criteria architect so we develop the plans to about 40%. The city along with the final architect and design builder will incorporate some of the pull down screens and other items as needed.

Chairperson Moore asked if there was a kitchen on the plan.

John Zwick reported that there is a warming kitchen with a three-compartment sink, ice machine, hand wash sink, 2 large refrigerators, a warmer, and a Thurman hole which is both an oven and a warmer. There isn't going to be anyone really cooking in there so the warming kitchen serves the facility better.

Chairperson Moore asked if the capacity of the gym is known.

John Zwick reported an estimate of about 1,000 people but of course that is shoulder to shoulder if you're going to put chairs and other things of course it would be less.

Agency Member Collins asked if they still have the basketball goal in there.

John Zwick reported the gym is set up for either regulation high school basketball or volleyball.

Chairperson Moore requested to know more about the outside grounds of the Dr. Joe Lee Smith Center.

John Zwick reported the site plan shows the building is in the corner of Stone Street and Washington so they can leave the pool, play yard, and other facilities. On our site plan it was designed to increase the parking area.

Chairperson Moore inquired if soccer was able to be played on the field.

John Zwick noted that there isn't enough room to play soccer on this site.

Agency Member Thomas asked if the Brevard County Action Team moved in would there be enough room for the 7 full time employees and the clients.

Nancy Bunt reported that they would take and extend the building out to the East and since their information is confidential, they would have to have some types of offices. We discussed with them options like half walls or cubicles.

Jake Williams asked what the amount of space between the men's and women's restrooms is since they are right across from each other.

John Zwick shared the restrooms are about 8 foot away from each other.

Alex Goins inquired that the area where the new Dr. Joe Lee Smith Center would go has certain problems with drainage. In the initial survey of the area did you see any conflicts with storm water?

John Zwick reported that he believes the civil engineer designed it for water retention for 100 years.

Alex Goins asked if any conversations have come about on what to do with the old Dr. Joe Lee Smith Center. There is a lot of interest in the building but has heard it might be demoed.

Nancy Bunt stated that the building is owned by the city so it would be up to them to determine whether it would be demolished or reused. There was a study done to see how much it would cost in renovations. The city manager was open to a nonprofit or a church but they would have to take 100 percent responsibility to maintain the building.

Chairperson Moore asked if it would be an unusual thing to have a weight room in this center where kids can come in and exercise.

Nancy Bunt shared that there is not a weight room in the new center but she was approached by a church organization that would like to do a weight room in the old building.

Agency Member Collins asked if there will be any room for classes with the kids

Nancy Bunt stated there is two (2) multipurpose rooms that classes can be held in.

Oliver Muhammad requested to revisit the financing part and asked of the \$894,000 what percentage of the overall cost does that represent?

Nancy Bunt reported we are projecting \$3.5 million in construction cost and the \$894,445 is just the maximum we can receive because it's five (5) times our allocation.

Oliver Muhammad requested to know where the rest of the money was coming from.

Nancy Bunt replied that Diamond Square Redevelopment Agency has \$47,000 set aside for the pool repairs and approximately \$2.5 million is coming from general funds from the city.

Oliver Muhammad inquired that the \$894,000 is going to be estimated at roughly \$50,000 per year.

Nancy Bunt noted that they are estimating the loan will be about \$50,000 per year. The interest rate is set at Libor, then it is based on the term whether we do a 20 year or 30 year loan.

Oliver Muhammad asked if the amount the city is contributing is a loan or an investment.

Nancy Bunt replied that it's an investment. This is an actual loan so it will need to be paid back. If the city was no longer a community development block grant entitlement community the city would have to pay the loan back.

Oliver Muhammad requested to know what part the county has in this.

Nancy Bunt stated that the county would be partnering with the City to pay for the additional construction of costs to expand the foot print of the building to accommodate the Brevard County Action Team.

Charlene Neuterman the county will also be staffing the facility as part of the agreement.

Oliver Muhammad asked if there was still another meeting on Wednesday regarding the Dr. Joe Lee Smith Center.

Nancy Bunt responded yes Wednesday is our required meeting.

Oliver Muhammad inquired that for the Wednesday meeting he would like to see a better notification program because the only notifications in the direct area is two (2) on Blake and (2) on Washington.

Chairperson Moore stated that she does know at the last Diamond Square Redevelopment Agency meeting that they talked about the notifications for the public meetings.

Jake Williams shared that he has been in conversation with the city manager about signage and they have been talking about getting it out for the entire city to see.

Alex Goins stated that with Community Action Team, Brevard County Parks and Recreation, Cocoa Power, and Alliance for Neighborhood Restoration, he's worried about the conflicts with the programs each group might want to put on when the groups are never brought together at the same table to talk. Alex Goins is encouraging us as staff to try to find a way for everyone to meet so we all have the same goal since we all be in the same facility.

Jake Williams reported that he has been speaking with the city manager because a lot of things get put on with the county in the city that the City of Cocoa and Cocoa Police Department are totally unaware about. So, we are trying to get someone to sit down with the county so we can be aware and know what's going on around the city.

Delores McLaughlin inquired about what Alex Goins brought up. How would Police Athletic League coexist with Parks and Recreations with need for the gym and need for after school programming, because both have essentially the same type of programming. When we were doing the workshops for the new Diamond Square Redevelopment Agency update plan coming into 2014 we talked about the need for some of the programming that Police Athletics League and Alliance for Neighborhood Restoration is doing. Which is youth employment training, some of the things people don't really associate with the Police Athletic League and there not aware of it. Delores shared there might be some people that are disgruntle over this and don't understand the relationship with Alliance for Neighborhood Restoration and the city and why we're being incorporated in the plan and the facility. Delores stated she would like some type of open discussion about this. Even if there are others that feel like they should have a place in this facility, if there is an open proposal for these partnerships she's up for it. Delores then reported that Alliance for Neighborhood Restoration isn't getting anything they haven't worked for or come to the table with the city for 18 years to find ourselves in this position. When we were writing grants bringing funding into the city, part of the agreement was the city would work towards sustainability along with alliance for Neighborhood Restoration. Facilities have always been an issue for us, we have moved all over the city, and people don't understand why or know our relationship with people. Delores shared she would like for people to know coming from someone else besides her.

Chairperson Moore reported the contract was open for anyone to bid on. You were the only one that did submit a bid for it. Its open market for anyone that wants to be a part of any of the dollars we have here at Diamond Square. There has been a long relationship with Alliance for Neighborhood Restoration. You have always came to the table with ideas and putting programs together that meet the CRA plan and need, which shows your capability.

Delores McLaughlin replied the Police Athletic League is a partnership between Alliance for Neighborhood Restoration and the Cocoa Police Department to run the programs for them. We make it work at the current center but she doesn't see it working out going into a new center without a memorandum of agreement so we know who is responsible for what and who's doing what programs. Delores stated she would like to have more of a understanding regards to the facility which she knows is a city issue not Diamond Square Redevelopment Agency issue.

Nancy Bunt shared she wanted to apologize to Delores she was under the assumption there was conversations about them moving to the Dr. Joe Lee Smith Center. First the city will meet with Police Athletic League and Alliance for Neighborhood Restoration to go over the concerns. Then we will meet will Brevard County Parks and Recreation, Brevard County Action Team, and Alliance for Neighborhood Restoration to discuss some of the facility. We told Brevard County Action Team that the only space they would be able to use is East multipurpose room because Alliance for Neighborhood Restoration and Police Athletic League will be using the other multipurpose room.

Chairperson Moore shared she definitely doesn't want conflict to come about. We want this to be a partnership building. The way its set up it important for people to see what ordinary people can come in and do compared to what is already housed.

IV. DELIGATIONS:

Delores McLaughlin requested if her contract with Diamond Square Redevelopment Agency for workforce development after school and summer readiness programs could be changed from quarterly statements to monthly statements because of cash flow issues. Delores stated she was relying on another entity to help them on a grant and that fell through. So, with some of their events coming up they need a cash flow. Delores said she looked at the contract and that she did have an opportunity before the proposal was accepted to challenge the quarterly statements to monthly but at that point, she didn't know she would receive or win the grant. Delores shared because of that she is requesting to change the payments.

Charlene Neuterman reported she can bring an agenda back to the board the February 4th meeting at Delores's request to change the contract from a quarterly statement to monthly statement.

Chairperson Moore stated she would like to get comments from the agency members.

Charlene Neuterman shared that Delores will receive a January payment for the first quarter in January. At the February 4th meeting if the board approves it, I will change the contract immediately to allow for monthly payments to go out based to her reporting. So monthly payments can start as soon as we get that situated.

Charlene Neuterman stated after speaking with Nancy Bunt she would like to entertain a motion direction to the contract so changes can be made right away.

Nancy Bunt said they would probably do an addendum and have Chairperson Moore sign it based on the board's approval.

MOTION by Vice Chairperson Martin; SECONDED by Agency Member Collins to change the contract from quarterly payments to monthly effective immediately.

V. ACTION ITEMS:

- 1. Approve Budget Adjustment transfer of funds from capital to operating for the bench/trash cans.**

Charlene Neuterman noted the city purchasing guidelines have changed as far as what is capital and what is not. The capital threshold has increased from \$1000 to \$5000 per item. So those items are now under the threshold of capital intern we have to move the money to an operating expense in order to continue the purchase order.

- * **MOTION by Agency member Collins; SECONDED by Agency member Thomas to transfer funds from capital to operating.**

AYES: Moore, Martin, Robinson, Collins, Thomas, Jones

MOTION CARRIED (6-0)

VI. UPDATES AND STAFF REPORTS:

- 1. Informational items-DS CRA Project Updates:**

Ms. Neuterman provided the board with information on a community revitalization program called "Revitalizing Diamond Square One Street at a Time". They have a beautification day on Saturday, January 5, 2019 on Blake Avenue from 9AM- 2PM. Sign in starts at 8:30 in the Emma Jewel Charter Academy parking lot.

Alex Goins noted they are trying to find a way to make that area look better. A lot of kinds that come from Emma Jewel walk around the community and what they see is not what we want them to see. In order to change that we came up with a way to volunteer and clean up. We need all the help we can get.

1A. Informational Items- Community Garden:

Charlene Neuterman stated she met with a boy scout last week that would like to take on the community garden as his Eagle project. He is going to come back to me with a plan to do the project with all expenses covered through the Eagle project. They will then

have a community day where all items are built and installed. When I get the plan I will invite him to the Diamond Square board meeting to have him present his plan to you.

1B. Habitat for Humanity invitation to the ground breaking ceremony to the first women's veterans' house build.

Charlene Neuterman noted this will be Tuesday January 22, 2019. We will post this on social media and in the city to get people to come out for the ground breaking ceremony.

Chairperson Moore this project has had great publicity. So we are really grateful and happy for this partnership. I'm encouraging everyone to put it on your calendar to be there.

1C. Informational Items- Annual Economic Update Breakfast

Charlene Neuterman reported the event is on January 11, 2019 at 7:30 AM at The Cocoa Civic Center. Everyone should have received invitations by now. Please RSVP as soon as possible.

1D. Budget Summary

Charlene Neuterman shared this was presented by the finance director, it gives you a breakdown of what activity has occurred since October. It doesn't show any of the benefits or salary's that have gone through, that will catch up in November. The finance director's goal is to present a report monthly to all the CRA board on activity so you are aware of what is going on with transactions, if were meeting or exceeding budget, and furthermore to keep everything transparent to the community.

Chairperson Moore stated she appreciates having this budget summary because it gives them an opportunity to know where they are at all times as far as there dollars are concerned so they are not caught off guard.

1E. Michel C. Blake Subdivision

Charlene shared the Michel C. Blake subdivision was approved at the last council meeting. Construction of 22 lots will hopefully began within the next few months.

1F. Dunkin Donuts Plan Approved

Charlene reported the plans were approved a two weeks ago. You will start to see some activity within the next few weeks after the holidays.

VII. NEXT MEETING DATE:

The next meeting of the Diamond Square Redevelopment Agency will be a Regular Meeting to be held on February 4, 2019 at 6:00 pm at City Hall, 65 Stone Street.

VIII. ADJOURNMENT:

- * MOTION by Chairperson Moore to adjourn the Regular Meeting of December 17, 2018.**

MEETING WAS ADJOURNED AT 7:36 pm

Tracy Moore, Chairwoman

Respectfully Submitted,

Kadi M. Carver, Recording Secretary

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 9, 2019
Agenda Date: February 4, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve a Resolution supporting the City of Cocoa's Section 108 Loan Application in the amount of \$895,445 and committing \$47,488 towards the construction of the new Dr. Joe Lee Smith Community Center.

BACKGROUND:

The City of Cocoa, under the Section 108 Loan Guarantee program, intends to submit an application to the United States Department of Housing and Urban Development (HUD) to assist with the construction of the new Dr. Joe Lee Smith Community Center. The project, recognized by both the City and the Diamond Square Community Redevelopment Agency as high priority, will provide social services to the lower-income residents of the City and the Diamond Square Community Redevelopment Area.

The City is requesting a total of \$894,445 in Section 108 Loan Guarantee funds to assist with the development project. The Diamond Square CRA is committing \$47,488 towards the development project.

This Resolution provides support to the City for the Section 108 Loan application and commits Diamond Square CRA funds for the project.

Staff is requesting approval of the Resolution for the Dr. Joe Lee Smith Community Center construction project.

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution supporting the City of Cocoa's Section 108 Loan Application in the amount of \$895,445 and committing \$47,488 towards the construction of the new Dr. Joe Lee Smith Community Center.

RESOLUTION OF THE
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

A Resolution of the Diamond Square Community 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, 32922 (hereinafter "Agency") and resolves as follows:

WHEREAS, the Agency has determined that a high priority exists to provide social services to the lower-income residents of the Agency and the construction of the new Dr. Joe Lee Smith Community Center project meets this priority; and

WHEREAS, the project is included in the City's adopted Consolidated Plan and will be added to the current year Action Plan upon approval of the Loan: and

WHEREAS, the Section 108 Loan Guarantee programs, implemented by the United States Department of Housing and Urban Development (HUD), are designed to provide funds to assist with these types of projects; and

WHEREAS, the Agency supports the City's request of \$894,445 in Section 108 Loan Guarantee funds to assist with the development project; and

WHEREAS, the Agency is committing \$47,488 towards the new Dr. Joe Lee Smith Community Center construction.

NOW, THEREFORE, BE IT RESOLVED that the Chairwoman, Tracy Moore, on behalf of the Diamond Square Community Redevelopment Agency, authorizes the Agency's support of the City's Section 108 Loan Application and commits funds towards the construction project.

This Resolution shall be effective immediately upon its adoption.

Diamond Square Community
Redevelopment Agency

By: Tracy Moore, Chairwoman

Date: _____

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 24, 2019
Agenda Date: February 4, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:

Approve the reimbursement of settlement fees for the Whaley Street properties in the amount of \$780 to Habitat for Humanity of Brevard County. Approve a budget transfer in the amount of \$1,080 for the Habitat for Humanity property appraisal and settlement fees.

BACKGROUND:

At the October 29, 2018 Diamond Square CRA meeting, the Agency members approved a Developer Agreement between Diamond Square CRA and Habitat for Humanity of Brevard County (Item V.2).

On November 8, 2018, a development agreement was executed between Diamond Square CRA and Habitat for Humanity of Brevard County, Inc. (Habitat) In the agreement, the developer (Habitat) was given authorization to redevelop the six (6) properties located at 430, 450, 470, 490, 510 and 530 Whaley Street for a female veteran housing project.

On December 11, 2018, a Special Warranty Deed was granted by Diamond Square CRA to Habitat. A few days prior to this closing, city staff were made aware of \$780 in settlement fees that needed to be paid by the Diamond Square CRA. Unfortunately, the City was not able to cut a check that quickly. Instead of delaying the closing any further, Habitat graciously paid the Diamond Square CRA settlement fees on the CRA's behalf. Staff is requesting that the Diamond Square CRA reimburse Habitat for our portion of the closing costs (\$780).

Secondly, an appraisal of one of the lots (since all six are generally the same size) was requested to receive an appraised value of the properties at time of transfer. This was completed in case there was ever a need for the developer to reimburse the Diamond Square CRA for the land value due to any of the termination provisions with the Developer Agreement. The appraiser's analysis resulted in a reconciliation value of \$5,000. This action was completed with Purchase Order # 73984 to Brevard Appraisal in the amount of \$300.

A budget transfer is necessary to move the funds to the correct account (Professional Services). Staff is requesting approval to transfer funds from the Travel/Per Diem (\$280) and Training Accounts (\$800) to cover the settlement fees for the Habitat properties.

BUDGETARY IMPACT:

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

Budget Adjustment Form #19-056

Amount Requested \$ (280)
Account Number 111-3230-559-40-00
Account Name Travel & Per Diem

Amount Requested \$ (800)
Account Number 111-3230-559-55-00
Account Name Training

Amount Requested \$ 1,080
Account Number 111-3230-559-31-00
Account Name Professional Services

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

Item V.2, October 29, 2018 – Agency members approved the Habitat for Humanity Development Agreement.

RECOMMENDED MOTION:

Approve the reimbursement of settlement fees for the Whaley Street properties in the amount of \$780 to Habitat for Humanity of Brevard County. Approve a budget transfer in the amount of \$1,080 for the Habitat for Humanity property appraisal and settlement fees.

Prepared by and return to:
Joseph G. Colombo, Esq.
Mommers & Colombo
2020 W. Eau Gallie Blvd., Suite 106
Melbourne, FL 32935

**HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.
430, 450, 470, 490, 510, AND 530 WHALEY STREET
DEVELOPMENT AGREEMENT**

THIS AGREEMENT made and entered into as of this 8th day of November, 2018, by and between **HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**, a Florida corporation, of 4515 Babcock Street, Palm Bay, FL 32905, herein referred to as "Developer" and the **DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose address is 65 Stone Street, Cocoa, FL 32922, herein referred to as "AGENCY".

RECITALS

WHEREAS, Developer desires to redevelop certain property located within the City of Cocoa and generally located at **430, 450, 470, 490, 510, AND 530 Whaley Street** in Cocoa, Florida, with Tax Parcel IDs 24-36-33-58-*1; 24-36-33-58-*2; 24-36-33-58-*3; 24-36-33-58-*4; 24-36-33-58-*5; and 24-36-33-58-*6 respectively, and being more particularly described on Exhibit "A", attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, Developer desires to design, permit and construct six (6) single-family homes as depicted in the floor plan attached hereto as **Exhibit "B"** and incorporated herein by reference, as the same may be amended from time to time by mutual written agreement of the parties hereto (the "**Project**"); and

WHEREAS, the Developer needs certain other assistance as described herein to bring the Project to fruition; and

WHEREAS, Developer and Agency desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project as set forth in this Agreement.

NOW THEREFORE in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the Agency and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to the development of the Property as described below. The Developer will design and construct six (6) new single-family units ("units") for sale to qualified low- and very- low income female veterans. Developer agrees to permit and develop the Project under the terms and conditions of this Agreement and the City Code. The Project shall be designed and implemented as follows:

A) Single-family development

- 1) The single-family units shall have a minimum living area of 1,200 square feet and a minimum of 2 bedrooms, 1.5 baths, 1 car garage. The exterior shall be stucco and the Developer shall incorporate unique design enhancements that complement the pond behind the units, which include: a back porch, stucco band around the front window, door and garage door; decorative columns in the front of the house; and a small decorative railing on the front porch.
- 2) The units shall be made available by the Developer for purchase to qualified low- and very- low income female veterans. Income certification shall be conducted in accordance with the U.S. Department of Housing & Urban Development (HUD) guidelines.
- 3) The single-family units shall be constructed with a front setback of no less than 25 feet from property line, rear setback of no less than 15 feet, and side setbacks shall be no less than eight (8) feet.
- 4) Subject to funding availability, the City may assist the buyers with down payment assistance. Developer agrees to construct in accordance with the City's Homebuyer Policies. The Developer shall require each homebuyer to contribute a minimum of \$500 - \$750 of their own funds towards the purchase of the unit, depending upon their income level and if City down payment assistance is provided.

b) Timeline for improvements

Developer shall obtain a building permits and begin construction within 12 months of Developer acquiring the Property. The Project shall be completed within 24 months of Developer's acquisition of the Property. Should the Developer fail to meet the 12 or 24

430, 450, 470, 490, 510, AND 530 WHALEY STREET

Development Agreement

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month time period, the Agency reserves the right to terminate this Agreement, without penalty to the Agency, by filing a notice of termination in the official public records of Brevard County, Florida. The Developer does have the option to request an extension of time, citing delays and providing for a revised timeline. If the Agreement is terminated pursuant to this paragraph, Developer shall lose all rights hereunder.

III. Developer's Initial Obligations and Conditions.

a) Upon the Effective Date of this Agreement, Developer agrees to promptly perform, at its expense, the following:

(i) Use all reasonable efforts to secure all necessary governmental and regulatory permits to complete the Project. Developer shall provide the Agency written progress reports once a Notice to Proceed is Issued.

(ii) Commence the design, engineering, permitting, and construction of the Project, subject to the Agency's approval of the house design.

b) Notwithstanding any contrary provisions of this Agreement, Developer's obligations hereunder shall be subject to and contingent upon:

(i) Developer's receipt of all necessary governmental licenses, permits, consents and approvals for the Project. If Developer is unable to obtain any such license, permit or approval, Developer shall have the right to terminate this Agreement by giving written notice to the Agency to such effect as soon as Developer is aware of Developer's inability to obtain the permit.

(ii) Developer's receipt of a commitment for such financing or funding as Developer deems necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding, Developer shall have the right, in its sole discretion, to elect to: a) terminate this Agreement or b) modify the Site Plan with the written approval of the Agency, provided such written approval shall not be unreasonably withheld or delayed.

c) Developer shall include the Agency in all promotions of the project including providing signage at the site of the Agency's support.

d) Developer shall seek out and qualify female veterans.

e) Developer shall provide the following in-kind donations for all six (6) homes:

430, 450, 470, 490, 510, AND 530 WHALEY STREET

Development Agreement

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- Appliances
 - Storm panels
 - Other contract donations from Habitat International
- f) Developer shall actively seek other community and church partnership donations for the homes.

IV. Agency's Initial Obligations.

The Agency must:

- a) Within 45 days of execution of this Agreement, the Agency will transfer title of 430, 450, 470, 490, 510, and 530 Whaley Street to the Developer.
- b) The Agency shall provide \$60,000 in funds towards the project.

V. City's Initial Obligations.

The Agency shall request the City:

- a) Expeditiously process all development related applications and building permits. In connection therewith, the City shall waive one hundred percent (100%) of all City levied building permit fees to the extent permitted by applicable law.
- b) To the extent permitted by law, lend support to Developer for the approval of any other permit required by other governmental entities.
- c) Subject to funding availability, provide federal or state housing funds to an income eligible family for down payment and closing cost assistance assuming the Project is completed within the 24 month timeframe provided in Section II (B) herein. The term "completion" is hereby defined as: when a certificate of occupancy is received and the unit is occupied.

VI. Third Party Beneficiary

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing.

VII. Cooperation and Further Assurances.

Developer and the Agency shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

VIII. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will hold interest in the Property, and that the development of the Project on the Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any City permits issued in furtherance hereof shall be automatically terminated and nullified. The Agency also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the Agency shall constitute the final approval of this Agreement by the Agency.

IV. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer: Ms. M.E. Kelly, Executive Director
Habitat for Humanity of Brevard County, Inc.
4515 Babcock Street
Palm Bay, FL 32905
Phone: 321- 728-4009
Fax: 321-728-4009

Agency: City of Cocoa
Diamond Square Redevelopment Agency
Mrs. Charlene Neuterman, Redevelopment Program Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8509
Fax: 321-433-8543

With copy to: Joseph G. Colombo, Esq.
Mommers & Colombo
2020 W. Eau Gallie Blvd., Suite 106
Melbourne, FL 32935
Telephone (321) 751-1000

X. Defaults.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for injunctive relief. Except for the City's right to terminate this Agreement under section II (b) herein, prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if such failure cannot reasonably be cured within 30 days, such period shall be extended for such additional time as is reasonably necessary to cure such default so long as such party commences such cure within such 30-day period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

XI. Reversion of Assets; Conveyance of Property.

If this Agreement is terminated, all unexpended funds in the Developer's possession shall be immediately reimbursed to the Agency. Further, the conveyance instrument conveying the subject Property from the Agency to the Developer shall provide that the Agency shall maintain a reversionary interest in the Property in the event that the Developer defaults on its performance under this Agreement. If default by the Developer occurs, the Agency shall have the right to exercise this reversionary interest and receive title to the Property free and clear of encumbrances. However, once a qualified buyer is found for each Property, title shall transfer to the homeowner and the Agency's reversionary interest in the Property shall expire.

XII. Successors and Assigns/Agreement Running with the Land.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The City does not consent to the assignment of this Agreement to any other party. The provisions of this Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

XIII. Applicable Law & Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

XIV. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

XV. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the Agency and Developer as to the subject matter hereof.

XVI. Severability.

If any provision of this 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 Agreement.

XVII. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the Agency or the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XVIII. Sovereign Immunity.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), 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 two hundred thousand dollars (\$200,000.00).

IXX. City's Police Power.

The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

XX. Interpretation.

The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

XXI. Permits.

The failure of this Agreement to address any particular City, county, state, and federal permit, condition, term, or restriction shall not relieve Developer or the Agency of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

XXII. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

XXIII. Effective Date.

Effective Date shall mean the date this Agreement is approved and executed by all parties.

XXIV. Hold Harmless.

The Developer agrees to hold the Agency harmless for any liability for damage or claims for damage for personal injury, including death, as well as claims for property damage that may arise from Developer or Developer's agents operating under this Agreement. This hold harmless shall not apply if the injury or death is solely attributable by a court to the Agency.

XXV. Time is of the Essence.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

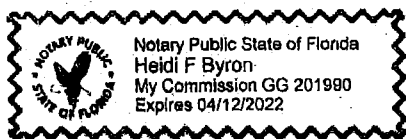
IN WITNESS WHEREOF, Developer and the City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

Witnesses: <u>HEIDI BYRON</u> Print Name: <u>CHARLENE NEUTERMAN</u> Print Name:	HABITAT FOR HUMANITY OF BREVARD COUNTY, INC., a Florida Corporation, By: <u>[Signature]</u> M.E. Kelly, Executive Director
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**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 8th day of November, 2018 by M.E. Kelly, Executive Director of Habitat for Humanity of Brevard County, Inc., who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and ME KELLY who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)



[Signature]

Notary Public Signature

HEIDI BYRON

Typed or Printed Notary Name

Notary Public-State of Florida

Commission No.:

My commission expires: 4.12.2022

Witnesses: <u>HEIDI BYRON</u> Print Name: <u>CHARLENE NEUTERMAN</u> Print Name:	DIAMOND SQUARE REDEVELOPMENT AGENCY, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes By: <u>Tracy Moore</u> Tracy Moore, Chair
--	--

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 8th day of November, 2018 by Tracy Moore, Chairperson of the Diamond Square Redevelopment Agency, Tracy Moore who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)



Heidi Byron
Notary Public Signature
HEIDI BYRON
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires: 4.12.2022

EXHIBIT "A"

[LEGAL DESCRIPTION]

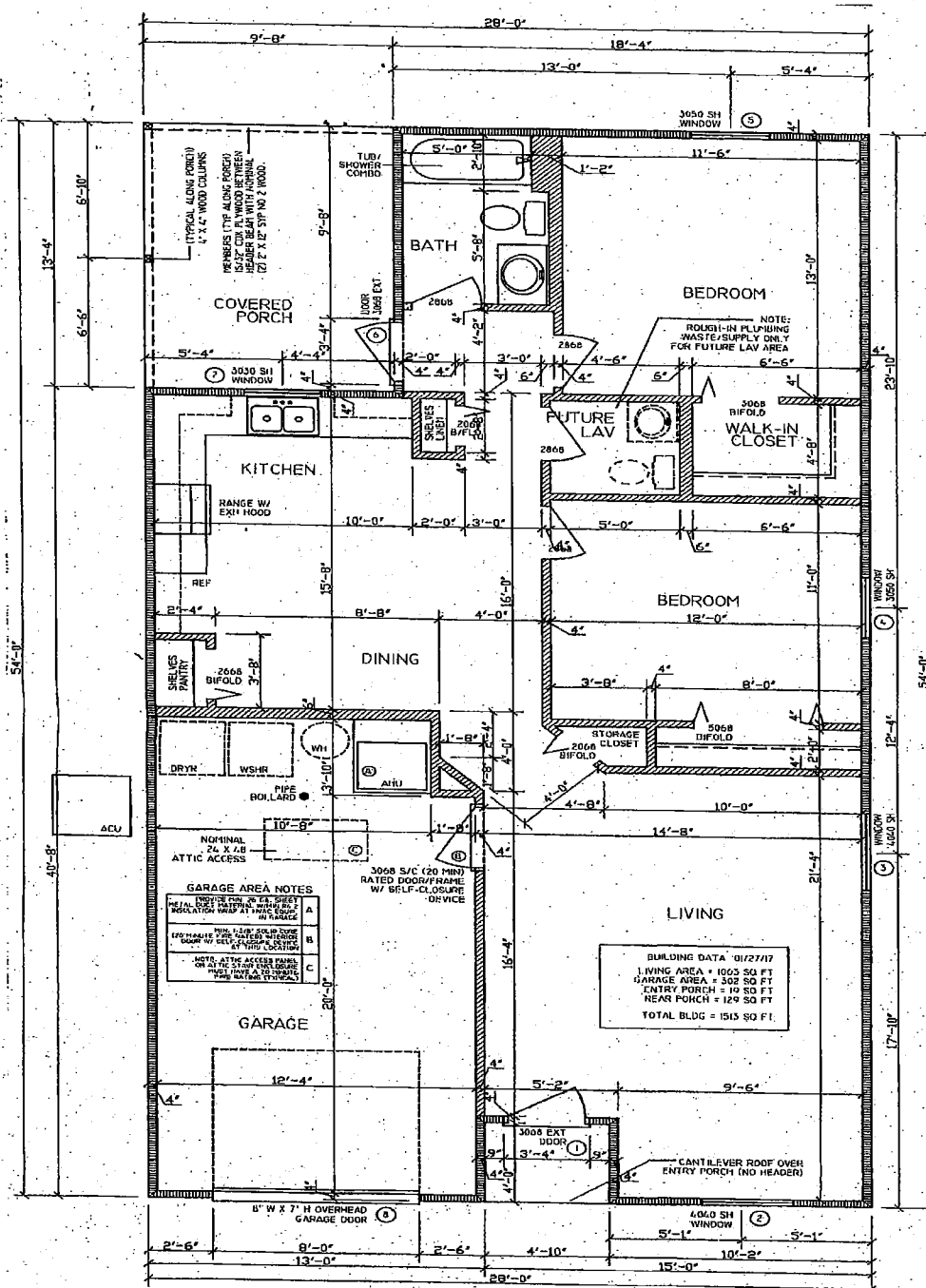
A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING THOSE SAME LANDS AS DESCRIBED IN O.R. 5878, PAGE 8496 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A NAIL & DISK (STAMPED "PACKARD / JS #3867") WHICH MARKS THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; AND RUN N.89°44'32"E., ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE 495.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN N.00°12'15"E., ALONG THE WEST LINE OF "MYRTLE PARK SUBDIVISION", A DISTANCE OF 656.78 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION, THE POINT OF BEGINNING; THENCE S.89°47'45"E., ALONG THE NORTH LINE OF SAID SUBDIVISION AND ALONG THE CENTERLINE OF WHALEY STREET, A DISTANCE OF 359.14 FEET TO THE NORTHEAST CORNER OF SAID "MYRTLE PARK SUBDIVISION"; THENCE DEPARTING SAID NORTH LINE, RUN N.00°12'15"E., A DISTANCE OF 330.00 FEET; THENCE N.89°47'45"W., A DISTANCE OF 359.14 FEET; THENCE S.00°12'15"W., A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING; CONTAINING 2.721 ACRES.

430, 450, 470, 490, 510, AND 530 WHALEY STREET

Development Agreement

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EXHIBIT "B" [FLOOR PLAN]



RESIDENCE - FLOOR PLAN

APPRAISAL OF REAL PROPERTY

LOCATED AT

430 Whaley St
Cocoa, FL 32922
DIAMOND SQUARE LOT 1

FOR

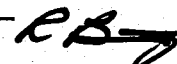
Darlene Neuterman
CRA Program Manager
Cocoa, FL 32922

AS OF

12/12/2018

BY

Roy L. Browning
State - certified residential real estate appraiser
Brevard Appraisal Group
334 Seaport Blvd
Cape Canaveral, FL 32920
brevardappraisals@att.net



18-852C

File No.: PO: 73984

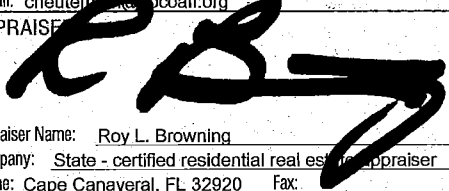
LAND APPRAISAL SUMMARY REPORT

SUBJECT	Property Address: 430 Whaley St		City: Cocoa		State: FL		Zip Code: 32922																																																																																																				
	County: Brevard		Legal Description: DIAMOND SQUARE LOT 1																																																																																																								
	Assessor's Parcel #: 24-36-33-58*-1		Tax Year: 2018		R.E. Taxes: \$ None Due		Special Assessments: \$ None																																																																																																				
	Market Area Name: Diamond Square		Map Reference: 37340		Census Tract: 0626.00																																																																																																						
ASSIGNMENT	Current Owner of Record: See Addendum		Borrower (if applicable):																																																																																																								
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe)		HOA: \$ None ☐ per year ☐ per month																																																																																																								
	Are there any existing improvements to the property? ☒ No ☐ Yes		If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable																																																																																																								
	If Yes, give a brief description:																																																																																																										
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																																										
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																																										
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																																										
	Intended Use: To establish Current Market Value.																																																																																																										
SITE DESCRIPTION	Intended User(s) (by name or type): Darlene Neuterman, CRA Program Manager																																																																																																										
	Client: Darlene Neuterman, CRA Program Manager				Address: 65 Stone Street, Cocoa, FL 32922																																																																																																						
	Appraiser: Roy L. Browning				Address: 334 Seaport Blvd, Cape Canaveral, FL 32920																																																																																																						
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Characteristics</th> <th colspan="2">Predominant Occupancy</th> <th colspan="3">One-Unit Housing</th> <th colspan="2">Present Land Use</th> <th colspan="2">Change in Land Use</th> </tr> <tr> <th>Location:</th> <th>Built up:</th> <th>Growth rate:</th> <th>Property values:</th> <th>Demand/supply:</th> <th>Marketing time:</th> <th>PRICE (\$000)</th> <th>AGE (yrs)</th> <th>One-Unit</th> <th>50 %</th> <th>2-4 Unit</th> <th>10 %</th> </tr> </thead> <tbody> <tr> <td>☐ Urban</td> <td>☒ Over 75%</td> <td>☒ Rapid</td> <td>☒ Increasing</td> <td>☒ Shortage</td> <td>☐ Under 3 Mos.</td> <td>525</td> <td>Low</td> <td>Multi-Unit</td> <td>15 %</td> <td>☒ Not Likely</td> <td>☐ Likely *</td> </tr> <tr> <td>☒ Suburban</td> <td>☒ 25-75%</td> <td>☒ Stable</td> <td>☒ Stable</td> <td>☒ In Balance</td> <td>☒ Over 6 Mos.</td> <td>88</td> <td>Pred</td> <td>Comm'l</td> <td>25 %</td> <td>☐ In Process *</td> <td>To:</td> </tr> <tr> <td>☐ Rural</td> <td>☐ Under 25%</td> <td>☐ Slow</td> <td>☐ Declining</td> <td>☐ Over Supply</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								Characteristics			Predominant Occupancy		One-Unit Housing			Present Land Use		Change in Land Use		Location:	Built up:	Growth rate:	Property values:	Demand/supply:	Marketing time:	PRICE (\$000)	AGE (yrs)	One-Unit	50 %	2-4 Unit	10 %	☐ Urban	☒ Over 75%	☒ Rapid	☒ Increasing	☒ Shortage	☐ Under 3 Mos.	525	Low	Multi-Unit	15 %	☒ Not Likely	☐ Likely *	☒ Suburban	☒ 25-75%	☒ Stable	☒ Stable	☒ In Balance	☒ Over 6 Mos.	88	Pred	Comm'l	25 %	☐ In Process *	To:	☐ Rural	☐ Under 25%	☐ Slow	☐ Declining	☐ Over Supply																																														
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Market Area Comments: The subject's market area is north by W King Street, south by Rosa J Jones Drive, east by the Florida East Coast RR and west by Fisk Boulevard. Subject is located on the West side of U.S. 1 within walking distance to Cocoa Village and the Indian River. This area of Cocoa was primarily built-out in the 1960s and beyond serving as a bedroom community for local growth and later as the result of the nations space program and other industries. There are some small, mid level homes as well as large custom homes and condominiums in the area. Larger more expensive properties are typically located on water. Community support services (schools, shopping, recreational, professional services & employment) are located within 1 to 5 miles. Economic influence in this neighborhood is reflective of real estate on the national level. After residential property values declined our market now for the past 12 months has been holding steady to slightly increasing. Vacant lots, however, have not seen recent growth in values.																																																																																																											
Dimensions: 59x120 Site Area: 0.16 Acres Zoning Classification: RU-1-7 (Est) Description: Single Family Residential Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements Uses allowed under current zoning: Construction of Single Family Residential. Are CC&Rs applicable? ☐ Yes ☐ No ☒ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ / Comments: Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) To be developed and or used per City of Cocoa Zoning regulations. Actual Use as of Effective Date: Vacant Lot Use as appraised in this report: Vacant Lot Summary of Highest & Best Use: To be developed as a Single Family Residential unit which matches the surrounding properties.																																																																																																											
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Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 12009C0430G FEMA Map Date 03/17/2014 Site Comments: No readily apparent adverse site conditions or external factors noted. Public utility and drainage easements are common and are not considered detrimental. Lot is cleared.																																																																																																											

18-852C

File No.: PO: 73984

LAND APPRAISAL SUMMARY REPORT

TRANSFER HISTORY	My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.									
	Data Source(s): Brevard MLS, Property Appraiser									
	1st Prior Subject Sale/Transfer		Analysis of sale/transfer history and/or any current agreement of sale/listing: Per the Brevard County Public Records,							
	Date:		there was not a sale or transfer of the subject within the prior three (3) years of the effective date of							
	Price:		valuation.							
SALES COMPARISON APPROACH	Source(s):									
	2nd Prior Subject Sale/Transfer									
	Date:									
	Price:									
	Source(s):									
ATTACHMENT	FEATURE		SUBJECT PROPERTY		COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
	Address 430 Whaley St Cocoa, FL 32922		513 S Wilson Ave Cocoa, FL 32922		516 S Wilson Ave Cocoa, FL 32922		517 S Wilson Ave Cocoa, FL 32922			
	Proximity to Subject		0.09 miles N		0.08 miles N		0.08 miles NW			
	Sale Price		\$ 5,000		\$ 5,500		\$ 4,500			
	Price/ Acre		\$ 23,809.52		\$ 42,307.69		\$ 21,428.57			
	Data Source(s)		Prop Appraiser		BrevardMLS #822294		BrevardMLS #792271		BrevardMLS #754205	
	Verification Source(s)		Inspection		Property Appraiser		Property Appraiser		Property Appraiser	
	VALUE ADJUSTMENT		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
			+(-) \$ Adjust		+(-) \$ Adjust		+(-) \$ Adjust		+(-) \$ Adjust	
	Sales or Financing		DOM:87		DOM:42		DOM:510			
	Concessions		Cash/None		Cash/None		Cash/None			
	Date of Sale/Time		12/2018		12/2017		02/2017			
	Rights Appraised		Fee Simple		Fee Simple		Fee Simple			
	Location		Average		Average		Average			
	Site Area (in Acres)		0.16		0.21 No Adj		0.13 No Adj		0.21 No Adj	
	Net Adjustment (Total, in \$)		+ - \$		+ - \$		+ - \$		+ - \$	
	Adjusted Sale Price (in \$)		Net % Gross % \$ 5,000		Net % Gross % \$ 5,500		Net % Gross % \$ 4,500			
Summary of Sales Comparison Approach All comparables are within the subject's market area and compete directly with the subject in terms of size, location and all are closed sales. No Time adjustments were deemed necessary due to the absence of reliable statistical data on vacant lots in the area west of U.S. Highway 1. No Site Adjustments were considered since all comparable lots accommodate 1 Single Family Residential unit. The comparables used in this report are, in the opinion of the appraiser, the best data available at this time after an investigation of sales activity in the subject's market area. The comparables are vacant lot sales, are in the immediate neighborhood, bracket the subject in most respects and provides a credible range of indicated value. The appraiser's analysis and reasoning centered on Comp 1, the most recent sale, with this comparable judged as the best substitute for the subject, resulting in a reconciliation value \$5000.										
PUD	PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.									
	Legal Name of Project:									
	Describe common elements and recreational facilities:									
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 5,000									
	Final Reconciliation The Sales Comparison Approach is considered to be the best indicator of present market value.									
	This appraisal is made ☒ "as is", or ☐ subject to the following conditions:									
SIGNATURES	☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.									
	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 5,000, as of: 12/12/2018, which is the effective date of this appraisal.									
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.									
ATTACHMENT	A true and complete copy of this report contains 19 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work									
	☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales									
	☒ Photo Addenda ☐ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐									
SIGNATURES	Client Contact:  E-Mail: cneuter@alamode.com					Client Name: Darlene Neuterman, CRA Program Manager				
	E-Mail: cneuter@alamode.com					Address: 65 Stone Street, Cocoa, FL 32922				
	APPRAISER					SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)				
SIGNATURES	Appraiser Name: Roy L. Browning					Supervisory or Co-Appraiser Name:				
	Company: State - certified residential real estate appraiser					Company:				
	Phone: Cape Canaveral, FL 32920 Fax:					Phone: Fax:				
SIGNATURES	E-Mail: brevardappraisals@att.net					E-Mail:				
	Date of Report (Signature): 12/20/2018					Date of Report (Signature):				
	License or Certification #: RD 6489 State: FL					License or Certification #: State:				
SIGNATURES	Designation: State-certified residential real estate appraiser					Designation:				
	Expiration Date of License or Certification: 11/30/2020					Expiration Date of License or Certification:				
	Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)					Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect				
SIGNATURES	Date of Inspection: 12/12/2018					Date of Inspection:				

Subject Photo Page

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				

**Subject Front**

430 Whaley St
Sales Price
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Average
View
Site 0.16
Quality
Age

**Subject Rear****Rear to Front**

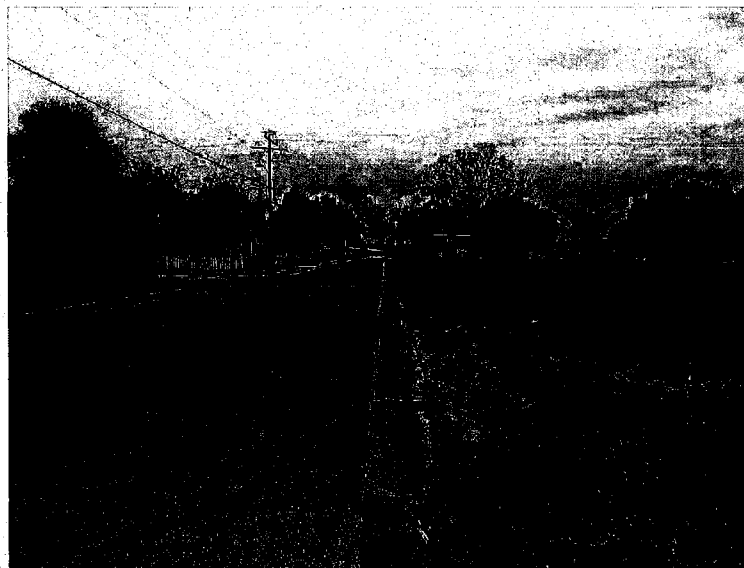
Subject Photo Page

Borrower				
Property Address 430 Whaley St				
City	Cocoa	County	Brevard	State FL Zip Code 32922
Lender/Client Darlene Neuterman, CRA Program Manager				



Street East

430 Whaley St
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location Average
 View
 Site 0.16
 Quality
 Age



Street West

File No. PO: 73984

Borrower				
Property Address 430 Whaley St				
City	Cocoa	County	Brevard	State FL Zip Code 32922
Lender/Client Darlene Neuterman, CRA Program Manager				

Current Owner of Record: Diamond Square Community, Redevelopment Agency



18-852C

File No.: PO: 73984

Assumptions, Limiting Conditions & Scope of Work

Property Address: 430 Whaley St	City: Cocoa	State: FL	Zip Code: 32922
Client: Darlene Neuterman, CRA Program Manager	Address: 65 Stone St, Cocoa, FL 32922		
Appraiser: Roy L. Browning	Address: 334 Seaport Blvd, Cape Canaveral, FL 32920		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

18-852C

File No.: PO: 73984

Certifications & Definitions

Property Address: 430 Whaley St City: Cocoa State: FL Zip Code: 32922
 Client: Darlene Neuterman, CRA Program Manager Address: 65 Stone St, Cocoa, FL 32922
 Appraiser: Roy L. Browning Address: 334 Seaport Blvd, Cape Canaveral, FL 32920

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

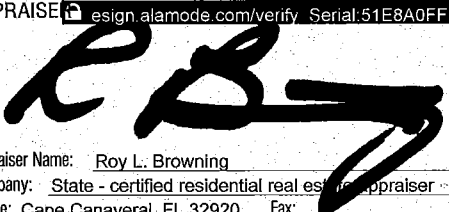
Additional Certifications:

DEFINITION OF MARKET VALUE **:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Darlene Neuterman	Client Name: Darlene Neuterman, CRA Program Manager
E-Mail: dneuterman@cocoafl.org	Address: 65 Stone St, Cocoa, FL 32922
APPRaiser  esign.alamode.com/verify Serial:51E8A0FF	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Roy L. Browning	Supervisory or Co-Appraiser Name: _____
Company: State - certified residential real estate appraiser	Company: _____
Phone: Cape Canaveral, FL 32920 Fax: _____	Phone: _____ Fax: _____
E-Mail: brevardappraisals@att.net	E-Mail: _____
Date Report Signed: 12/20/2018	Date Report Signed: _____
License or Certification #: RD 6489 State: FL	License or Certification #: _____ State: _____
Designation: State-certified residential real estate appraiser	Designation: _____
Expiration Date of License or Certification: 11/30/2020	Expiration Date of License or Certification: _____
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☒ Did Not Inspect
Date of Inspection: 12/12/2018	Date of Inspection: _____

Supplemental Addendum

File No.

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				

**ADDITIONAL AND EXTENDED SCOPE OF WORK, CERTIFICATIONS, DISCLOSURES
ASSUMPTIONS AND LIMITING CONDITIONS**

In the preparation of this appraisal report the appraiser(s) have made a complete visual inspection of the site and improvements including measuring and/or taking dimensions from surveys, plans and specifications and taken sufficient photographs to adequately characterize the property being appraised. The subject neighborhood was also visually observed to assist in the determination of 'general neighborhood characteristics'. This information was analyzed in order to document various visible environmental, governmental and economic factors, which may or may not influence 'values'. The valuation of the property included in the Cost Approach, Sales Comparison Approach and/or the Income Approach unless otherwise noted and/or explained in the reconciliation portion or addendums.

USPAP DISCLOSURE:

The appraiser has not performed any service or services of any nature with respect to the subject property within the past three years as an appraiser or in any other capacity.
This appraisal can not be relied on, when included, for reproduction or replacement cost figures for insurance purposes.

THE INTENDED USER:

The Intended User of this appraisal report is the CLIENT specifically identified by name in this report. No additional INTENDED USERS are identified by the appraiser and specifically is not to be relied upon by any other secondary party or any other participating or subsequent lenders. Because a borrower or third party may receive a copy of the appraisal, this does not mean that the borrower or third party is an 'Intended User' as defined in the URAR form.

Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client (the client is defined as the person or firm ordering the appraisal from the appraiser or, in the case of a management company, their assignee), through advertising solicitation materials, public relations, news, sales, or other media without the written consent of approval of the authors, particularly as to valuation conclusions, the identity of the appraiser of the firm with which the appraiser is associated, or any reference to (affiliation with any professional appraisal organization) or (designation). Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all assumptions, limiting conditions and limited reliance of the appraisal in whole or in part.

THE INTENDED USE:

To evaluate the property that is the subject of this appraisal as stated on Page One of any pre-printed form. If for a mortgage finance transaction, it is SUBJECT TO the stated SCOPE OF WORK, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value or Anticipated Sales Price.

LIMITED RELIANCE:

By acceptance of the appraisal report, the client, assignee, authorized user, or any person subsequently receiving this report, agrees and understands that the appraisers' liability is limited to the amount of the appraisal fee charged for preparing this appraisal report. This appraisal report is an economic study for value, and is not an engineering or architectural study. Anyone other than the 'client' as stated within the report is not considered an authorized user unless written permission is obtained. All others are considered to be informed as to 'limited reliance'.

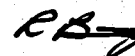
This appraisal report has been prepared for the exclusive use of the Client specified on the URAR form. It may not be used or relied upon by any other party. All parties accept and acknowledge that observations have been made; where readily accessible; which are not technically exhaustive and specified as of the date of the appraisal. Appraiser has no liability, opinion or expertise in matters where conditions, recommendations or requirements are made as a result of any inspection, permitting or testing that might be required to discover whether such conditions exist. The appraisal does not offer warranties or guarantee of any kind. Acceptance of this report in its entirety is acknowledgement of appraiser's value, comments and observations without recourse by any party whether foreseeable or non-foreseeable.

PORCH/GARAGE CONVERSIONS, ADDITIONS AND PERMITS:

It beyond the scope of the appraisal to insure that all improvements, including but not limited to the main structure, garage or porch conversions, additions, etc., to the subject property were properly permitted, grandfathered in, or are in full compliance with all applicable zoning laws and regulations. All interested parties are encouraged to obtain this information from either the property owner and/or the applicable municipal zoning and/or building department(s). The appraiser has a right to assume that all additions or conversions have been properly permitted. Garage or porch conversions are generally included in the GLA if they are ducted for central heat and air and finished to a similar standard as the main structure. In some areas, these types of conversions are highly common unless otherwise addressed in the appraisal. If it becomes necessary for the appraiser to contact local zoning or building departments and said enclosure / addition(s) that was not otherwise known to the local municipality are then disclosed, the appraiser cannot be held responsible for any increase in tax information or resulting property tax assessments.

ZONING:

The appraiser can not make a legal determination as to the subjects zoning. If what has been presumed as a legal use is found to be otherwise, then the final value opinion is hereby revoked. If the zoning is proved to be other than what the appraiser has stated for any reason, the appraiser reserves the right to make the appropriate changes within a reasonable time and for an additional fee.



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Supplemental Addendum

File No.

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				

DISCLOSURE AND DISCUSSION OF PAIRED DATA ANALYSES AND ADJUSTMENTS:

Not all adjustments in the Sales Comparison Approach can be directly extracted or supported by the available market data with a high degree of accuracy. Some adjustments have an element of subjectivity and professional judgement which the appraiser has applied based on prior observations of the reactions of typical/knowledgeable buyer's and seller's in the marketplace. This method is a standard and well accepted practice within the appraisal industry. All interested parties are encouraged to have an understanding of basic valuation practices when appraising atypical or complex properties; or where there is an extreme absence of like elements of comparison; or in instances where the market data is inconsistent with which to draw better supported adjustments and overall value conclusions. Individual adjustments can not be relied on independently.

Appraising Residential Properties, 4th Edition, Appraisal Institute, Page 342, "Limitations of Paired Data Analyses" states:

"...This brief discussion of paired data analysis may seem to suggest that identifying the effects of property differences from market data is a straight forward procedure that can produce accurate, complete mathematical results in all appraisals. Such an impression would be misleading. Appraisers develop an opinion of market value by applying their judgement to the analysis and interpretation of data. Paired data analysis is a tool that an appraiser can apply to market data in some circumstances. When used in conjunction with other analytical tools, this type of analysis supports and guides the appraisers judgement, but does not take its place.

Perfect sets of comparables that vary in a single, identifiable respect are rarely found. Because properties that are sufficiently similar to the subject are usually limited in number, the decision to apply paired data analysis in a given situation is a matter of judgement. Often the sampling size may not be large enough to provide a solid statistical foundation for the appraiser's conclusions.

Nevertheless, paired data procedures are important valuation tools that appraisers should use whenever possible. Identifying matched data sets and isolating the effects of variables is a practical methodology for studying market data, even if a comprehensive paired data analysis cannot be performed. When only a narrow sampling of market data is available, which would not lend itself to statistical analysis, paired data analysis can be used to test the results of other analytical procedures..."

For example, say an appraiser finds three sales that are nearly identical in a tract/production built subdivisions, with the sole exception being that one sale has a three-car garage, while the others have two-car garages, yet their was no selling price differences.

Another example is when the available data has multiple dissimilarities with different prices, it becomes virtually impossible to determine how much each individual variable has contributed to the price differences. In theory and in perfect markets, using a market grid and paring the sales should result in a relatively tight value range after the extracted and applied adjustments. --Factor in declining market trends and it becomes beyond impossible to derive identifiable individual units of comparison.

The Appraising Residential Properties, 4th Edition, Appraisal Institute, Page 344, "Other Quantitative Adjustment Techniques further states that in "instances where paired sales analysis is not conclusive, the appraiser may apply judgement to resolve the problem." The adjustments resulting from the appraiser's judgement is based on a study and understanding of buyer preferences. It further suggests that cost and depreciated cost data may be used with the appraiser arriving at the value contribution of certain amenities. In effect, the sales grid found in any pre-printed residential reporting forms afford every appraiser a convenient 'paired sale format' and should make paring the sales very easy. Yet, has anyone ever compared two appraisals done by two different appraisers for the same property?

When the market data affords such information, multiple paired sales in support of any and all adjustments is the optimum scenario. Unfortunately, 'the real-world' seldom affords consistently. One only need to look at the limited number of closed sales, the oversupply of active listings, average days on market and price reductions within many sub-markets to gain realistic insight into current market trends.

SITE AND LOT SIZES:

The lot size of the subject property was taken from the tax rolls and is assumed to be correct, but not guaranteed. The appraiser makes no certification as to the accuracy of the lot dimensions and a survey is suggested to verify these figures. Lot dimensions, size, flood status, easements and encroachments are subject and inferior to a current survey and/or title opinion. Adjustments are often based on overall site characteristics and not size alone.

ESTIMATED SITE VALUE:

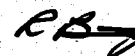
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LAKE ACCESS AND VIEWS:

Many non-riverfront or non-lakefront properties enjoy river or lake access either by deed, common practice accessibility, homeowners associations, easements, etc.. While this access may be a value feature for some individuals, the market, in general, does not always recognize discernible or extractable premiums for this feature. Therefore, unless specifically stated in the appraisal, said access is not considered to significantly contribute to the overall value and is not necessarily recognized as a line item adjustment as either a positive or negative feature for either the subject or a comparable property. Enhanced 'views' from the subject property, unless under the full control of the subject property owner, are not given any value consideration unless otherwise noted.

DEED RESTRICTIONS OR RECORDED EASEMENTS:

It is beyond the scope of the appraisal and beyond the responsibility of the appraiser to obtain title documents, including but not limited to deed restrictions, easements or other recorded documents that may reveal restrictions or liberties associated with the property that may not be readily obvious or disclosed by other sources.



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Supplemental Addendum

File No.

Borrower				
Property Address 430 Whaley St				
City	Cocoa	County	Brevard	State FL Zip Code 32922
Lender/Client Darlene Neuferman, CRA Program Manager				

FLOOD ZONE DESIGNATIONS:

The appraiser utilizes online geo-coded flood mapping software supported by the Federal Emergency Management Agency, to determine the appropriate flood zone wherein the subject property lies. Because of the large scale, vagueness and ambiguity of the flood maps, a survey is recommended to adequately pinpoint the elevation and exact location of the building improvements. Any flood map information contained herein remains subject and inferior to a current survey.

AN APPRAISAL IS NOT A HOME INSPECTION:

This appraisal report IS NOT a home inspection. The appraiser only preformed a cursory, visual, non-invasive inspection of the subject property. This appraisal cannot and should not be relied upon to disclose conditions and/or defects in the property. The appraiser is not a home inspector, building contractor, environmental engineer, or structural engineer. Even if a borrower or third party 'may' rely on this appraisal report, they should NOT be relying on it to disclose any adverse conditions or defects. That is the responsibility of a Home Inspector. This appraisal can only be relied upon to the extent that said reliance is reasonable.

The appraiser has inspected all improvements on this property unless otherwise stated, but does not warrant the condition of the roof, floors, appliances, plumbing, electrical, heating, air conditioning, other mechanical systems or structural components of the improvements. Only a cursory, visual inspection has been made and it is assumed that all are in serviceable condition for the purpose of this appraisal. It is assumed the subject property is free from termite infestation, unless otherwise noted. The appraisal is NOT a home inspection, therefore, all interested parties are urged to obtain a home inspection by a licensed professional home inspector.

The roof appears to be in satisfactory condition at the time of inspection unless otherwise stated. The appraiser is not a licensed roof inspector; therefore, all parties are urged to obtain an inspection by a licensed roof inspector.

At the time of inspection the property appeared to be fundamentally structurally sound, and in compliance with standard Conventional, HUD/FHA minimum requirements for existing one to four family dwellings except as otherwise noted. All structures are or can be subject to hidden defects, however, the appraiser expressly assumes NO LIABILITY for these should they exist. In addition, unless specifically addressed, this report is NOT concerned with hidden or unknown hazards on or off site. This report is intended only as advice for the client as stated herein, and should NOT be relied upon as a home inspection of any kind. The appraiser is not a home inspector, licensed contractor or tradesman and all interested parties are urged to obtain thorough inspections from qualified individuals. Furthermore, this report does NOT constitute any warranties, express or implied, as to physical deficiencies in whole or in part. The appraiser(s) liability is, therefore, hereby expressly limited to the amount of the fee charged.

TERMITE INFESTATION:

The appraiser makes a cursory inspection of the exterior wood on the dwelling for the purpose of determining whether there is wood rot, possible termite damage or any other wood related problems. The appraiser is not qualified to determine if any damage is caused by termites as this is beyond our expertise. Should we find any rotted or damaged wood members that requires attention it will be mentioned in the appraisal report. To be certain that there is not a termite problem a professional termite inspection is recommended.

CERTIFICATION OF THE APPRAISER OR APPRAISER REVIEWER:

As of the date of the report, Roy L. Browning has completed the requirements to be certified and of the Continuation Education Program for the State of Florida. Roy L. Browning is a State Certified Residential Real Estate Appraiser, License No. RD6489

The appraisal analysis and opinions were developed and this appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and the requirements of the code of professional ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, unless otherwise stated within the report accompanying addendums.

GUTTERS, DOWNSPOUTS, FENCES, IRRIGATION SYSTEMS, STORM AND/OR DOUBLE INSULATED WINDOWS AND SCREENS:

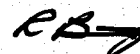
It is normal and customary in the Central Florida area that homes do not have gutters, downspouts, storm and/or double insulated windows, screens and metal security bars. However, there are some homes where it is the owners' preference to have one or more of these items. Typically, buyers in this market do not consider these as a major consideration. Therefore as appraisers, the 'contributing value' (not cost) of such features is general considered nominal and difficult to measure and no adjustments are deemed necessary. In the final analysis the typical buyer gives little consideration to whether a home does or does not have these items, unless significant data supports otherwise.

INCOME APPROACH:

Unless otherwise indicated, the Income Approach is not used as it is seldom applicable to detached single family homes. Overall this report is intended to comprise a complete Summary Appraisal in accordance with USPAP, unless otherwise stated.

NON-APPARENT INFLUENCES OR CONDITIONS:

The appraiser assumes no responsibility for non-evident conditions or circumstances whether on or near the subject property, including but not limited to neighboring properties inhabited by convicted felons, health and/or environmental concerns.



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Supplemental Addendum

File No.

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				

ELECTRONIC SIGNATURES:

In some instances, the completed appraisal report has been electronically delivered (EDI) to include digitized signatures. The appraiser(s) signature(s) contained in this report are a digital copy of true and original signatures and can only be applied with the expressed consent and password validation by the individual signator(s).

SALE AND LISTING HISTORIES:

A three year sales history and in some cases, any one year MLS listing history, of both the subject property and the comparable sales is provided in an effort to comply with FNMA guidelines, i.e., reporting a 36 month sales history. The prior sales history information is taken solely from the County Property Appraiser Tax Rolls, which usually limits up to three prior recorded deed transfers. Due to quit claim, personal representative, corrective deeds, etc., in some instances, one or more arm's length transactions may not be reflected within the 36-month time period. To accurately report a true sales history for real property, a title search of the public records would be necessary, however, for purposes of this appraisal, it is neither feasible nor within the scope of work as defined herein. The appraiser assumes no responsibility for any recorded sale transactions other than those provided by the appropriate real property taxing authority via their website, Innovia, Microbase, etc.

IMPROVEMENT MEASUREMENTS AND GROSS LIVING AREA (GLA):

Typically, an on-site inspection requires the appraiser to measure the exterior of the main structures, however, in some instances, second or third stories with cut outs, stairwells, complicated (angular or curved) walls, complex architectural designs, dense or unpenetrable landscaping, personal items or debris may prohibit the appraiser from obtaining precise measurements. For that reason, surveys, construction blue prints and/or county property appraiser sketches can be relied on to obtain the most accurate measurements possible. Source of GLA is based on appraiser measurements, for the subject property, except in cases of proposed construction, driveby valuations, desk tops, reviews, etc. GLA for the comparable sales is taken from the county tax rolls or local Multiple Listing Service (MLS).

VERIFICATION SOURCES:

Information for the comparable sales is acquired from local Multiple Listing Services (MLS) and county tax rolls. In some instances it has been found to provide less than accurate data. Unfortunately, the appraiser is not at liberty to perform a personal inspection or measure properties utilized as comparable sales and, therefore, cannot guarantee the accuracy of the property data obtained from public sources.

SALES CONCESSIONS, DISCOUNTS OR INCENTIVES:

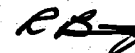
All interested parties are encouraged to have thorough understanding that concessions, discounts and/or incentives are often a marketing tool that can drastically impact the final adjusted selling price of the comparable sales and thus the final value opinion for the subject property, with limited verification sources available. Whenever possible, the appraiser makes a diligent attempt to acquire all information concerning concessions, discounts and/or incentives for the comparable sales in an effort to establish a 'cash or equivalent price'. Neither the local MLS or state law currently requires the reporting of sales concessions, discounts or incentives, therefore, there is no third-party or independent verification source available to the appraiser. The only source is the Realtor and/or the Seller who were contacted verbally for this information. All information concerning concessions (or lack thereof) is assumed to be correct, but cannot be guaranteed.

ELECTRONIC DELIVERY, SIGNATURES AND SECURITY:**APPRAISAL REPORT -PDF (PORTABLE DOCUMENT FORMAT) SECURITY**

Submission of Report to Client by e-mail: If the lender/client requests that this report be electronically signed and transmitted as a PDF-file attached to an email message, the appraiser entrusts with the client or their designated agent with the secure and proper handling of this electronic file with acknowledgement that any future hardcopy printing of the report be inclusive of each and every page of its content as so transmitted to the client and similarly retained within the appraiser's work-file. As aforementioned, if the original report file is transmitted [as a PDF file] it displays a blue color of electronic signature. With previously expressed comments clearly defining the Intended User of this report it is expressed that the appraiser's lender/client will exercise prudence and professionalism regarding any sort of shared distribution of PDF-files or printed copies of this report at a future time. The lender/client has a shared obligation to maintain confidentiality and distinct control to prevent un-authorized use of this report.

The lender/client is to represent and warrant that the appraisal report was created by the appraiser identified on the appraisal report and that the appraisal report is the complete and unaltered report submitted by the identified appraiser.

If the appraisal report is submitted in a secure PDF but is subsequently unlocked, altered, added, amended to or modified in any way, for any reason (including but not limited to logos and/or watermarks by an intermediary, client or user of any kind) after delivery by the appraiser(s) office, the appraisal is no longer USPAP compliant and the appraiser(s) no longer accept(s) responsibility for its content in whole or in part and is thereby deemed null and void.



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Lender/Client Darlene Neuterman, CRA Program Manager				

ADDITIONAL COMMENTS:

In Compliance with the Uniform Standards of Professional Appraisal Practice, the engagement and compensation of the appraiser in this assignment will not be contingent upon developing or reporting predetermined results, opinion of value or direction of value, attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal assignment. There is a fee for all professional services rendered. In compliance with the Ethics Rule of the Uniform Standards of Professional Appraisal Practice as illustrated in Advisory Opinion 19, "comp checks", "pencil searches", "ballpark figure", etc. will not be offered. A phased assignment may be arranged with payment of fees in advance and each phase of the assignment will not be contingent upon developing or reporting a predetermined result.

No value is given to any personal property unless so stated.

The value opinion or estimate is "as is" unless otherwise stated.

NO PART OF THIS APPRAISAL REPORT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS-ELECTRONIC, MECHANICAL, PHOTOCOPY, RECORDING, OR ANY OTHER, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE APPRAISER.

I have no past, current or prospective interest in the subject property or the parties involved.

Please note: The appraiser has relied on information from reliable sources and if found to be incorrect, may affect the market value.

This report is not a home inspection. The appraiser only performed a visual inspection of accessible areas. This appraisal cannot be relied upon to disclose conditions and/or defects in the subject property. Appraiser is not a home inspector, building contractor, environmental engineer, or structural engineer.

Where applicable, based on report for or type utilized, the appraiser has made only a visual inspection of what is readily apparent. The appraiser has not moved, relocated or otherwise performed an intrusive or invasive inspection. The appraiser's 'inspection' is not to be considered to be the same as a home inspection by a home inspection expert, contractor, or tradesman. The appraiser has not tested any system such as electrical, plumbing, heating/air conditioning. The appraiser may have turned on lighting for photo taking, or flushed toilets, turned on water, AC, heat, appliances only to observe these will turn on. The appraiser will only report what was observed.

The appraiser is not an expert in environmental hazards or conditions and is not qualified to comment on such matters. The appraiser has only limited general knowledge in matters relating to soil, structural, or other engineering matters and cannot comment on such matters.

This appraisal is intended for the sole and exclusive use of the appraiser's client to which this report is addressed. No third party is entitled to, or permitted to, rely on this report, for any reason, irrespective of whether or not said third party might have paid for the report, directly, or indirectly.



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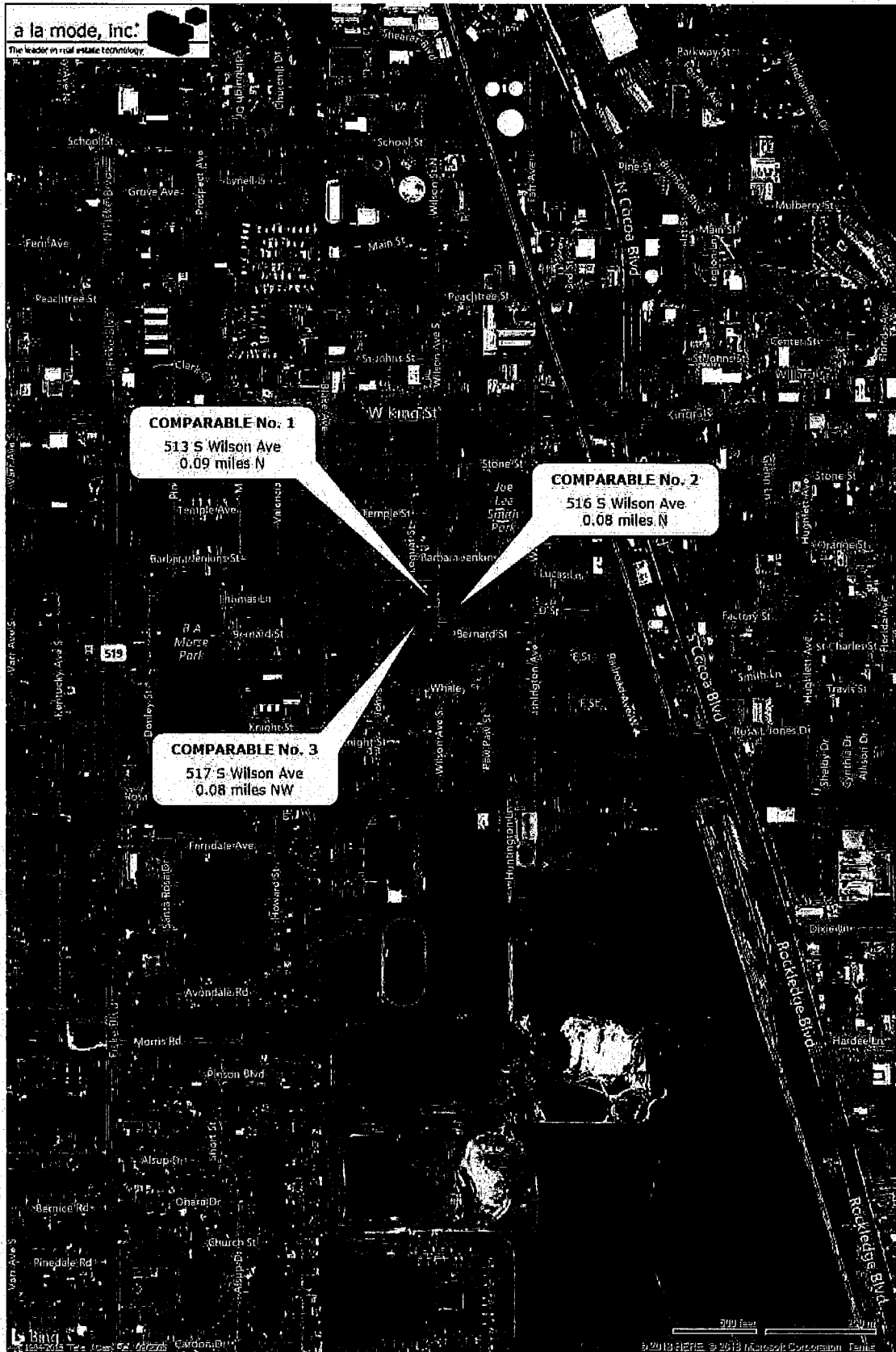
Location Map

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				



Location Map

Borrower				
Property Address	430 Whaley St			
City	Cocoa	County	Brevard	State FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager			



Flood Map

Borrower					
Property Address	430 Whaley St				
City	Cocoa	County	Brevard	State	FL Zip Code 32922
Lender/Client	Darlene Neuterman, CRA Program Manager				

Prepared for: Brevard Appraisal Group (321) 784-3037

430 Whaley St
Cocoa, FL 32922

InterFlood by a to mode



MAP DATA

FEMA Special Flood Hazard Area: No
Map Number: 12009C0439G
Zone: X
Map Date: March 17, 2014
FIPS: 12009

MAP LEGEND

-  Areas inundated by 500-year flooding  Protected Areas
 Areas inundated by 100-year flooding  Floodway
 Velocity Hazard  Subject Area

Powered by CoreLogic®

Whaley Tax Doc

12/20/2018

2018 roll details - Real Estate Account at 430 WHALEY ST, COCOA - TaxSys - Brevard County Tax Collector



BREVARD COUNTY TAX COLLECTOR

Escrowed, 578

2018 Roll Details — Real Estate Account At 430 WHALEY ST, COCOA

Real Estate Account #2462092

Parcel details

Latest bill

Full bill history

2018	2017	2016	2015
NO TAXES DUE	NO TAXES DUE	NO TAXES DUE	NO TAXES DUE

Get Bills by Email

No taxes due
Click to print receipt

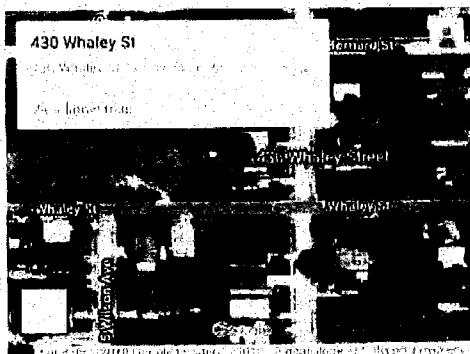
Owner: DIAMOND SQUARE COMMUNITY
608 BREVARD AVE
COCOA, FL 32922-0000
and 1 other
Site: 430 WHALEY ST
COCOA

Account number: 2462092
Alternate key: 2462092
Millage code: 2500
Millage rate: 0.0034

Assessed value: 4,000
School assessed value: 4,000

Exemption:

MUNICIPALLY OWNED LOCAL
PROPERTY



GIS - Property Appraiser

2018 Annual bill

View

Legal description

Ad valorem: \$0.00
Non-ad valorem: \$0.00
Total Discountable: \$0.00
No Discount NAVA: \$0.00
Total tax: \$0.00

0144920 Square Feet

Location:

Geo number: 21 3603 300-1
Property class: 0010
Township: 25
Range: 26
Section: 33
Block: 1
Lot: 1
Value code: 30
Use code: 0010
Total area: 0.000

Addresses

Other owners: REDEVELOPMENT AGENCY



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https://brevard.county-taxes.com/public/real_estate/parcels/2462092

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View of Whaley Lot

12/20/2018

BCPAO - Property Search

Hurricane Damage?

You may qualify for a property tax rebate.
Apply: [\(HurricaneDamage.aspx\)](#)

Christmas Closures

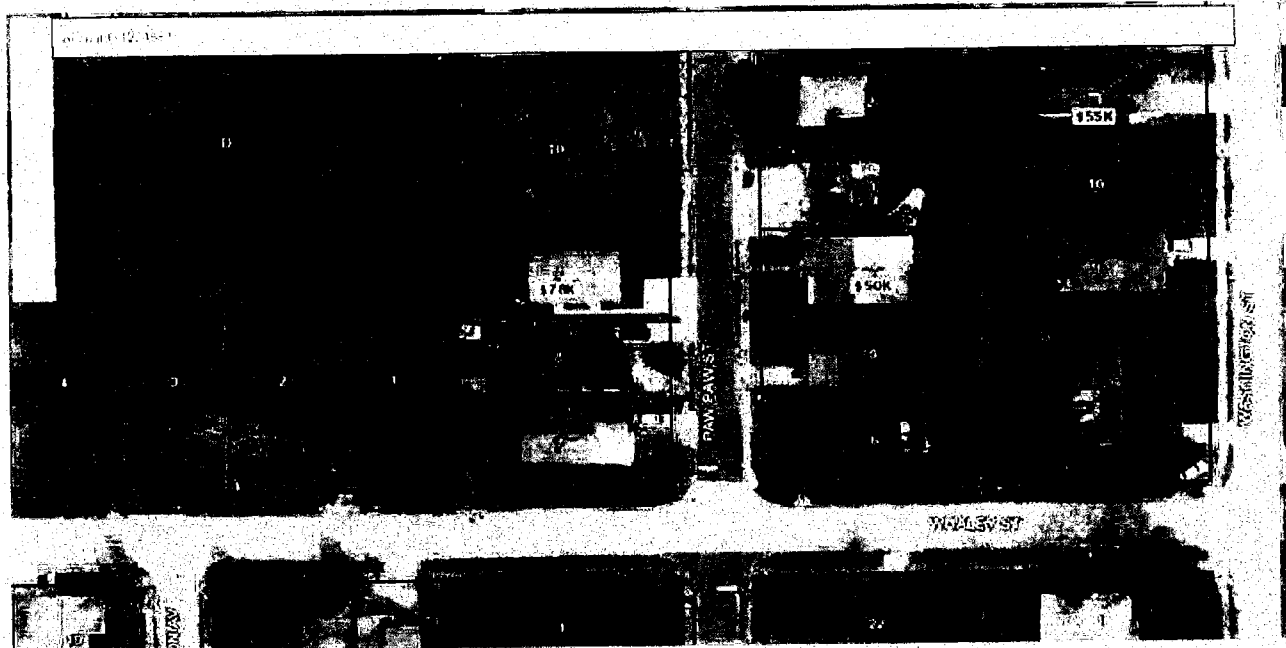
Closed Monday & Tuesday, Dec. 24 & 25, 2018
Calendar: [\(Calendar.aspx#holiday\)](#)

At Your Service

Questions? We're happy to help.
[Contact Us](#)

Property Search

Brevard County Property Appraiser
DAVID BUCKLEY, F.S.A.

Map Subject Property: [\(1\)](#) [\(2\)](#) [\(Open Map in New Window\)](#)[MapView](#) [\(1\)](#)[EagleView](#) [\(1\)](#)[StreetView](#) [\(1\)](#)
[INSTRUCTIONS \(/Docs/misc/Instructions_MapSearch.pdf\)](#)

Report Verification

This appraisal report has been electronically signed. It is as valid and legally enforceable as a wet ink signature on paper. In addition, advanced third party identify verification from Equifax has been used to ensure that the appraiser signing this report is really who they say they are. You can also verify that the salient data points of the report have not been altered in any way.

To verify the integrity of this document:

1. Visit esign.alamode.com/verify
2. Enter the Serial Number and Signer Name for this document listed below and click Verify.
3. A verification report will be generated showing the profile of the appraiser(s) who signed the report, the date and time the signature were applied, and the salient data from the report at the time of signing.
4. Verify the salient data matches the data in this report to quickly reveal if any tampering has taken place.
5. Optionally, upload the PDF version of this report to confirm it exactly matches the report when it was signed.

The report below is an example of what you would see when verifying the report.

Salient Data:	
Date of Sale:	Condition:
Borrower:	Total Rooms:
Lender: Darlene Neuterman, CRA Program Manager	Bedrooms:
Size (Sq.Ft):	Baths:
Price Per Square Foot:	Appraiser: Roy L. Browning
Location: Average	Effective Date of Value ('as of'): 12/12/2018
Age:	Final Opinion of Value: 5,000
Signer 1:	Signer 2:
Roy Browning	
Signature:	Signature:
Serial #: 51E8A0FF	Serial #:
Date Signed: 12/20/2018	Date Signed:

Form SDVERIFY2 - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Seller's Closing Statement

Page 1

FILE NUMBER: TL-488-18

NAME OF BUYER: Habitat For Humanity of Brevard County, Inc.
Address of Buyer: 4515 Babcock Street, Melbourne, Florida 32905

NAME OF SELLER: Diamond Square Community Redevelopment Agency
Address of Seller: 603 Brevard Avenue, Cocoa, Florida 32922

PROPERTY LOCATION: 430 Whaley Street, Cocoa, Florida 32922, 450 Whaley Street, Cocoa, Florida 32922, 470 Whaley Street, Cocoa, Florida 32922

SETTLEMENT AGENT: Landing Title Agency, Inc.
Place of Settlement: 1679 Garden Avenue, Melbourne, Florida 32934

SETTLEMENT DATE: 12/31/18

DISBURSEMENT DATE: 12/31/18

CHARGES:	Amount:
Settlement or closing fee (Landing Title Agency, Inc.)	\$350.00
Abstract or title search (Landing Title Agency, Inc.)	\$250.00
Lien Search (Orange Lien Data, LLC)	\$180.00

Total Charges: \$ 780.00

Cash due to seller: **\$ 780.00**

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Diamond Square Community Redevelopment Agency

By: Tracy Moore
Chairwoman

(Corporate Seal)

From: Cary Myers
To: Charlene Neuterman
Subject: RE: Habitat for Humanity Settlement Fees
Date: Friday, January 11, 2019 11:26:14 AM
Attachments: image001.png

I would say the same account which I can do with a journal entry to move. It seems like there some budget in there although if PAL uses all of their budgeted \$4500 there may need to be an adjustment down the road.

Thanks,



Cary Myers
Accounting Supervisor
65 Stone St., Cocoa, FL 32922
(321) 433-8616 | cm Myers@cocoafl.org
Fax: (321) 433-8608

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From: Charlene Neuterman
Sent: Friday, January 11, 2019 11:22 AM
To: Cary Myers <cm Myers@cocoafl.org>
Subject: RE: Habitat for Humanity Settlement Fees

Very good, thank you. What about the property appraisal for the Whaley Street property? I charged it to 34-00.

Charlene Neuterman
Community Services
Redevelopment Program Manager
65 Stone Street, Cocoa, FL 32922
Office: (321) 433-8509
Mobile: (321) 313-0393
cneuterman@cocoafl.org

From: Cary Myers <cm Myers@cocoafl.org>
Sent: Friday, January 11, 2019 9:04 AM
To: Charlene Neuterman <cneuterman@cocoafl.org>
Subject: Habitat for Humanity Settlement Fees

Charlene,

Concerning the settlement fees for Habitat for Humanity and the General Ledger account number, I would use 111-3230-559-31-00 Professional Services.

Thank you,



Cary Myers

Accounting Supervisor

65 Stone St., Cocoa, FL 32922

(321) 433-8616 | cmyers@cocoafl.org

Fax: (321) 433-8608

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City of Cocoa Budget Adjustment Form FY 2019 - 19-056

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 111-3230 DATE PREPARED: 01/24/19

FROM ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 280)	111-3230-559.40-00		TRAVEL AND PER DIEM	\$ 2,386	\$ 2,386	\$ 2,106	\$ 234
(\$ 800)	111-3230-559.56-00		TRAINING	\$ 1,593	\$ 1,593	\$ 793	\$ 3
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 1,080)	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0

TO ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 1,080	111-3230-559.31-00		PROFESSIONAL SERVICES	\$ 20,000	\$ 20,000	\$ 21,080	\$ 1,080
\$ 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
\$ 1,080	TOTAL			\$ 0	\$ 0	\$ 0	\$ 0

REASON/JUSTIFICATION FOR ADJUSTMENT:

This transfer is requested to first, reclassify Purchase Order # 73984 for \$300 for the appraisal of the Whaley Street property to get an appraisal cost for the Title Transfer of the six Whaley Street properties to Habitat for Humanity, and second to transfer budget to Professional Services for the closing costs associated with the Title Transfer from DS CRA to Habit for Humanity. This transfer is being presented at the Diamond Square CRA Board meeting on Monday, February 4, 2019. Agenda 19-028

CITY COUNCIL APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 02/04/19 RESOLUTION #:

City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

1/24/19 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2019.01.24 15:02:45-0500

1/25/19 Lea Taylor Digitally signed by Lea Taylor Date: 2019.01.25 08:38:48 -0500

Date Requestor's Signature Nancy Bunt Date: 2019.01.24 15:43:22 -0500

Date Finance Approval Signature Lora Howell Date: 2019.01.25 09:28:55 -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 #:

Approved 07/13

Revised eform 11/19/18 - IT

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 28, 2019
Agenda Date: February 4, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item – Project Updates

BACKGROUND:

Project Reports – Diamond Square CRA

- Ribbon Cutting Ceremony for Stone Street
 - Date: February 6, 2019
 - Time: 4:00pm
 - Location: Intersection of Stone Street and Washington Street
- Dr. Joe Lee Smith Community Center
 - Contract for construction awarded to the Design-Build team of W&J Construction
 - Site work will begin in the next few months as the Design Team completes the plans for construction
- Community Garden
 - Eagle Scout candidate has presented a plan to build new planter boxes, a picnic table and a mulch pathway in the garden area. More details will be presented as a schedule is created.
- Bench and Trash can has been ordered and will be delivered sometime in March. Public Works will install the items when they are delivered.
- Habitat for Humanity – Female Veteran's Housing Project
 - No new date has been established for the shovel ceremony. As soon as a date is scheduled, the board will be notified
- Diamond Square Initiative Project

See detailed report presented by Delores McLaughlin

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item – Project Updates

Received 1-8-19
C. Neuterman



October – December 2018

Alliance for Neighborhood Restoration (ANR)

Diamond Square Initiatives

Activity	Description	Date	Hours	Amount
YDC Meetings/ Projects October	- Helped paint Obstacle Course for Police K-9 Competition - Planning Meeting to design and schedule community service projects - Regular Meeting; setup and serve for the PAL Family Dinner - Volunteered for the City of Cocoa's Annual Fall Festival	10/6	2 hours	
		10/16	2 hours	
		10/24	3 hours	
		10/27	5 hours	
YDC Meetings/Projects November	- Meeting, Mentoring and playing Kickball with the After-School Programs - Regular Meeting to plan YDC Annual Holiday Project.	11/20	2 hours	
		11/27	2 hours	
YDC Meetings/Projects December	- Follow up meeting on Holiday Project and Workshop on how to facilitate meetings, and planning and organizing community service projects. - Assembled kits and delivered personal kits to homeless camps as a group. - Hosted and served for After-School Christmas Party - Volunteered with Councilman Goins to paint planters in Myrt Tharpe Square in Cocoa Village	12/1	3 hours	
		12/15	5 hours	
		12/19	3 hours	
		12/27	2.5 hours	

After School	Staff Conducted After-School Programs Mon-Thursday from 3pm-6pm After School Schedule included After School Meals, Exercise, Homework Assistance, Character Building Activities, and Reading.	Oct- Dec	138 hours	
Youth Leadership	- Planning and Preparing for the PAL YAC Committee Training and Elections in February and the Leadership Conference in July. Participants are developing Personal Profiles and Sponsorship Packets for Potential Sponsors. - Plans are underway to Produce a Facebook Live Show on Teen Topics Launch Date is February.	On-going		
Programming Outreach Promotion Administrative	- Planned, organized, and supervised Phase 2 Meetings, Trainings, and Projects. - Attended the After-School Alliance Conference and Training (Oct) - Attended the State of Florida PAL End of Year Training (December) - Implemented Leadership Training Model for Youth Leaders - Developing (on-going) Partnerships for Career Fair for 16-21 years of age. Date to be determined - Evaluated Programming and Participants to determine budget and fundraising goals for 2019 Youth Employment Training - Researched and Develop age appropriate curriculum for the After-School Career Readiness Program to begin in January.	On-going	McLaughlin 152.5 hours Mitchell 130 hours	5,000.00

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: January 29, 2019
Agenda Date: February 4, 2019
Prepared By: Charlene Neuterman, Redevelopment Program Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Informational Item – Budget Report

BACKGROUND:

Updated budget report as of 12/31/2018.

BUDGETARY IMPACT:

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Item – Budget Report



FY 2019 Budget by Classification Report - Summary Listing

Through 12/31/18

Target for December is 25%

FUND 001 - Diamond Square CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 206,157		\$ 201,756	\$ 4,401	98%
MISCELLANEOUS	-		14	-	0%
OTHER SOURCES	-		-	-	0%
REVENUE TOTALS	\$ 206,157		\$ 201,770	\$ 4,401	98%
EXPENSE					
SALARIES AND BENEFITS	\$ 40,657		\$ 7,161	\$ 33,496	18%
OPERATING EXPENDITURES	\$ 102,261	\$ 20,765	\$ 68,580	\$ 12,916	87%
CAPITAL OUTLAY	\$ 47,488		-	\$ 47,488	0%
GRANTS, AIDS AND OTHER	\$ 15,751		-	\$ 15,751	0%
EXPENSE TOTALS	\$ 206,157	\$ 20,765	\$ 75,741	\$ 109,651	47%
REVENUE TOTALS	\$ 206,157	\$ -	\$ 201,770	\$ 4,401	98%
EXPENSE TOTALS	\$ 206,157	\$ 20,765	\$ 75,741	\$ 109,651	47%
		(20,765)	\$ 126,029	\$ (105,250)	

CITY OF COCOA, FLORIDA

FUND 111 CRA DIAMOND SQUARE 626

ACCOUNT	DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	***** %REV	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE									
338 00 00	SHARED REVENUE LOCAL UNIT	17,179	201,756.00	1174	51,537	392	201,756.00		206,157	4,401.00
338 **	SHARED REVENUE LOCAL UNIT	17,179	201,756.00	1174	51,537	392	201,756.00		206,157	4,401.00
330 ***	INTERGOVERNMENTAL REVENUE	17,179	201,756.00	1174	51,537	392	201,756.00		206,157	4,401.00
360	MISCELLANEOUS REVENUES									
361 10 00	INTEREST & OTHER EARNINGS	0	.00		0		14.29		0	14.29-
10 10	INTEREST	0	.00		0		.00		0	.00
10 *	INTEREST	0	.00		0		14.29		0	14.29-
38 00	NET INC/DEC-FMV INVESTMNT	0	.00		0		.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	.00		0		14.29		0	14.29-
366 00 00	CONTRIBUTIONS & DONATIONS	0	.00		0		.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	.00		0		.00		0	.00
369 90 00	OTHER MISC REVENUES	0	.00		0		.00		0	.00
369 **	OTHER MISC REVENUES	0	.00		0		.00		0	.00
360 ***	MISCELLANEOUS REVENUES	0	.00		0		14.29		0	14.29-
380	OTHER SOURCES (NON-REV)									
381 91 01	INTERFUND TRANSFER	0	.00		0		.00		0	.00
91 10	TRF FROM COCOA CRA (110)	0	.00		0		.00		0	.00
91 *	TRANSFER FROM	0	.00		0		.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0		.00		0	.00
389 99 10	NON OPERATING SOURCES	0	.00		0		.00		0	.00
389 **	CASH CARRY FORWARD	0	.00		0		.00		0	.00
389 ***	NON OPERATING SOURCES	0	.00		0		.00		0	.00
380	OTHER SOURCES (NON-REV)	0	.00		0		.00		0	.00
FUND TOTAL	CRA DIAMOND SQUARE 626	17,179	201,756.00	1174	51,537	392	201,770.29		206,157	4,386.71

PREPARED 01/14/2019, 7:57:30
PROGRAM: GM267R1
CITY OF COCOA, FLORIDA

DETAIL BUDGET REPORT
25% OF YEAR LAPSED

PAGE 1
ACCOUNTING PERIOD 03/2019

REPORT SELECTIONS

Fiscal year : 2019
Fund : 111
All Departments
All Divisions
Suppress accounts with zero balances : N

FUND 111 CRA DIAMOND SQUARE 626

ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	MONTH-TO-DATE ACTUAL	%EXP	BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	2300	2174.07	95	6900	5746.32	83	.00	27608	21861.68	21
12-10	SALARY ADJUSTMENT	0	.00	0	0	.00	0	.00	0	.00	0
12-11	LEAVE INCENTIVE SELL BACK	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	2300	2174.07	95	6900	5746.32	83	.00	27608	21861.68	21
14-00	OVERTIME	5	6.00	120	15	6.00	40	.00	63	57.00	10
14 **	OVERTIME	5	6.00	120	15	6.00	40	.00	63	57.00	10
21-00	FICA TAXES	180	170.03	95	540	449.80	83	.00	2160	1710.20	21
21 **	FICA TAXES	180	170.03	95	540	449.80	83	.00	2160	1710.20	21
22-00	RETIREMENT CONTRIBUTIONS	190	180.05	95	570	475.13	83	.00	2285	1809.87	21
22 **	RETIREMENT CONTRIBUTIONS	190	180.05	95	570	475.13	83	.00	2285	1809.87	21
23-00	LIFE/HEALTH INSURANCE	606	87.16	14	1818	249.71	14	.00	7272	7022.29	3
23 **	LIFE/HEALTH INSURANCE	606	87.16	14	1818	249.71	14	.00	7272	7022.29	3
24-00	WORKER'S COMPENSATION	5	5.27	105	15	13.98	93	.00	69	55.02	20
24 **	WORKER'S COMPENSATION	5	5.27	105	15	13.98	93	.00	69	55.02	20
27-00	CAFETERIA PLAN	100	80.00	80	300	220.00	73	.00	1200	980.00	18
27 **	CAFETERIA PLAN	100	80.00	80	300	220.00	73	.00	1200	980.00	18
31-00	PROFESSIONAL SERVICES	1666	.00	0	4998	.00	0	20000.00	20000	.00	100
31-01	LEGAL EXPENSES	83	.00	0	249	493.00	198	507.00	1000	.00	100
31 **	PROFESSIONAL SERVICES	1749	.00	0	5247	493.00	9	20507.00	21000	.00	100
34-00	CONTRACT SERVICES	5955	60300.00	1013	12410	60300.00	486	.00	66000	5700.00	91
34 **	CONTRACT SERVICES	5955	60300.00	1013	12410	60300.00	486	.00	66000	5700.00	91
39-00	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
40-00	TRAVEL & PER DIEM	198	1334.00	674	594	1872.17	315	.00	2386	513.83	79

FUND 111 CRA DIAMOND SQUARE 626

ELE OBJ	DESCRIPTION	BUDGET	MONTH-TO-DATE ACTUAL	%EXP	BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40 **	TRAVEL & PER DIEM	198	1334.00	674	594	1872.17	315	.00	2386	513.83	79
41-00	COMMUNICATION	33	1.81	6	39	22.74	58	258.14	345	64.12	81
41 **	COMMUNICATION	33	1.81	6	39	22.74	58	258.14	345	64.12	81
42-00	POSTAGE & FREIGHT	98	.00	0	234	.00	0	.00	1118	1118.00	0
42 **	POSTAGE & FREIGHT	98	.00	0	234	.00	0	.00	1118	1118.00	0
43-00	ELECTRIC/WATER/SEWER	22	.00	0	66	.00	0	.00	268	268.00	0
43 **	ELECTRIC/WATER/SEWER	22	.00	0	66	.00	0	.00	268	268.00	0
44-00	RENTALS AND LEASES	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTALS AND LEASES	0	.00	0	0	.00	0	.00	0	.00	0
45-00	INSURANCE	375	.00	0	1125	4331.00	385	.00	4500	169.00	96
45 **	INSURANCE	375	.00	0	1125	4331.00	385	.00	4500	169.00	96
46-00	REPAIRS & MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	0	.00	0	0	.00	0	.00	0	.00	0
47-00	PRINTING & BINDING	7	.00	0	21	.00	0	.00	90	90.00	0
47 **	PRINTING & BINDING	7	.00	0	21	.00	0	.00	90	90.00	0
48-00	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	0	.00	0	0	.00	0	.00	0	.00	0
49-00	OTHER CHARGES & OBLIG.	61	36.49	60	183	100.65	55	.00	736	635.35	14
49 **	OTHER CHARGES & OBLIG.	61	36.49	60	183	100.65	55	.00	736	635.35	14
52-00	OPERATING SUPPLIES	320	.00	0	468	.00	0	.00	3350	3350.00	0
52-30	FUEL OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	320	.00	0	468	.00	0	.00	3350	3350.00	0
54-00	MEMBERSHIP/PUBLICATIONS	72	.00	0	216	670.00	310	.00	875	205.00	77
54 **	MEMBERSHIP/PUBLICATIONS	72	.00	0	216	670.00	310	.00	875	205.00	77

DETAIL BUDGET REPORT SUMMARY BY OBJECT
25% OF YEAR LAPSED
WITH FIXED CHARGES

FUND 111 CRA DIAMOND SQUARE 626		*****MONTH-TO-DATE*****YEAR-TO-DATE*****									
ELE OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BUDGT
55-00	TRAINING	132	790.00	599	396	790.00	200	.00	1593	803.00	50
55 **	TRAINING	132	790.00	599	396	790.00	200	.00	1593	803.00	50
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	3502	.00	0	15961	.00	0	.00	47488	47488.00	0
63 **	INFRASTRUCTURE	3502	.00	0	15961	.00	0	.00	47488	47488.00	0
64-00	MACHINERY AND EQUIPMENT	51-	.00	0	457	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	51-	.00	0	457	.00	0	.00	0	.00	0
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
82-00	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	1312	.00	0	3936	.00	0	.00	15751	15751.00	0
83 **	OTHER GRANTS & AIDS	1312	.00	0	3936	.00	0	.00	15751	15751.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 111	TOTAL *****										
	CRA DIAMOND SQUARE 626	17171	65164.88	380	51511	75740.50	147	20765.14	206157	109651.36	47
GRAND	TOTAL *****	17171	65164.88	380	51511	75740.50	147	20765.14	206157	109651.36	47