

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, December 13, 2021

6:00 PM

Special Meeting

Cocoa City Council Chambers

Diamond Square RDA

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

1. 21-774 Request Agency Approval for the Agenda for the December 13, 2021
Diamond Square CRA Special Meeting.

Attachments: DS CRA 12-13-21 Special Meeting Notice.pdf
 12-13-2021 Short DS.pdf

MINUTES:

2. 21-775 Request Agency Approval of the Minutes from the November 15, 2021
Diamond Square CRA Regular Meeting.

Attachments: DSCRA Minutes 11-15-21 FINAL.pdf

III. DELEGATIONS:

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

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

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

1. 21-580 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments: [451 Stone Street App..pdf](#)
[Photos.pdf](#)
[451 Stone Street - Beautification Agreement.pdf](#)
2. 21-779 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments: [536 S. Varr St Applic and Docs Beaut Redacted.pdf](#)
[536 S. Varr Street - Beautification Agreement.pdf](#)
3. 21-780 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

Attachments: [536 S. Varr Street Paint Applic and Docs Redacted.pdf](#)
[536 South Varr St - Paint Agreement - .pdf](#)
4. 21-778 Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2022.

VIII. ATTORNEY'S REPORT:**IX. UPDATES AND STAFF REPORTS:****X. NEXT MEETING DATE:**

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

XI. ADJOURNMENT**NOTICE TO THE PUBLIC:**

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

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

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

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

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

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

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



Legislation Details (With Text)

File #: 21-774 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 11/19/2021 **In control:** Diamond Square RDA
On agenda: 12/13/2021 **Final action:**
Title: Request Agency Approval for the Agenda for the December 13, 2021 Diamond Square CRA Special Meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [DS CRA 12-13-21 Special Meeting Notice.pdf](#)
[12-13-2021 Short DS.pdf](#)

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

Memo Date: November 19, 2021
Agenda Date: December 13, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Request Agency Approval for the Agenda for the December 13, 2021 Diamond Square CRA Special Meeting.

BACKGROUND:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval for the Agenda for the December 13, 2021 Diamond Square CRA Special Meeting.



City of Cocoa
65 Stone St. | Cocoa, FL 32922
Phone: (321) 433-8686 | Fax: (321) 433-8690

Meeting Date Change

Diamond Square Community Redevelopment Agency Meeting

December 20, 2021 to

December 13, 2021

6:00PM

Cocoa City Hall

The Regular Meeting of the Diamond Square Community Redevelopment Agency for December 20, 2021 has been cancelled and rescheduled to a Special Meeting to be held on December 13, 2021 at 6:00 PM at Cocoa City Hall Council Chambers.

For more information:

Charlene Neuterman

Interim Community Services Director

City of Cocoa

65 Stone St.

Cocoa, FL 32922

321-433-8509

cneuterman@cocoafl.org



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Sylvia Thomas
Board Member

Jackie Isom
Board Member

Marilyn Ross-Smith
Board Member

Larry Brown
Board Member –
Appointed by
Brevard
County

SPECIAL MEETING AGENDA

DATE: Monday, December 13, 2021
TIME: 6:00 p.m.

Location: Cocoa City Hall,
Council Chambers
65 Stone Street

- I. CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA & MINUTES

AGENDA: Special Meeting of December 13, 2021
MINUTES: Regular Meeting of November 15, 2021

- III. DELEGATIONS
- IV. PRESENTATION
- V. ACTION ITEMS

1. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 451 Stone Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
2. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 536 South Varr Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
3. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 536 South Varr Street Street, Cocoa Fl and authorize the City Manager to execute a Paint Program Agreement.
4. Request Agency Approval for the 2022 Diamond Square CRA Meeting Schedule.

- VI. ATTORNEY'S REPORT
- VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is January 31, 2022, at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

IX. ADJOURNMENT

NOTICE TO PUBLIC:

This is a public meeting. All interested parties may attend. The facility wherein this meeting will be held is accessible to the physically handicapped. Please be advised that more than one member of the City Council may attend. Pursuant to Section 286.0105 Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by this board with respect to any matter considered at its meeting or hearing that person will need a record of the proceedings and for such purpose affected persons may need to insure that a verbatim record of the proceedings is made and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise 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.



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #: 21-775 **Version:** 2 **Name:**

Type: Minutes **Status:** Agenda Ready

File created: 11/19/2021 **In control:** Diamond Square RDA

On agenda: 12/13/2021 **Final action:**

Title: Request Agency Approval of the Minutes from the November 15, 2021 Diamond Square CRA Regular Meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [DSCRA Minutes 11-15-21 FINAL.pdf](#)

Date	Ver.	Action By	Action	Result
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**MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
REGULAR MEETING
November 15, 2021**

The Regular Meeting of the Diamond Square Community Redevelopment Agency was held on November 15, 2021 at Cocoa City Hall, 65 Stone Street, Cocoa, FL, as publicly noted.

I. **Call to Order**

Chairperson Moore called the meeting to order at 6:04 pm.

ROLL CALL:

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

PRESENT:

Tracy A. Moore	Chairperson
Jackie Isom	Agency Member
Marilyn Ross Smith	Agency Member
Larry Brown	Agency Member
Lori Chabot	Recording Secretary

ABSENT:

Delores Martin	Vice Chairperson
Sylvia Thomas	Agency Member
Ed Jones	Agency Member
Joseph G. Colombo	Agency Attorney

STAFF PRESENT:

Charlene Neuterman, Interim Community Services Director. *Councilman Goins arrived at 6:20 pm.*

Chairperson Moore provided the invocation and the Pledge of Allegiance to the flag of the United States of America.

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

AGENDA: Regular Meeting of November 15, 2021.

- * ***MOTION by Agency Member SMITH; SECONDED by Agency Member BROWN to approve the agenda as written for the November 15, 2021, Regular Meeting.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

MINUTES: Regular Meeting of October 18, 2021.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member SMITH to approve the minutes for the October 18, 2021, as written.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

- III. **Delegations-** Terrance Thomas, Cocoa, FL. Mr. Thomas asked the board about Agency Member Brown's position as he was not a Cocoa resident. Mrs. Neuterman replied explaining that Agency Member Brown's position is a County appointed position by County Commissioner Lober. Chairperson Moore added term limits were also added for Board Members.

IV. **Presentations:**

1. Habitat for Humanity – Anna Terry gave an update on the Female Veterans Village stating homes 3 and 4 will be completed and occupied by Spring, 2022. Homes 5 and 6 will begin construction next year. Chairperson Moore mentioned showcasing this project at a future Florida RDA Conference. Mrs. Neuterman agreed.

2. Cocoa Chief of Police – Chief Collier shared with Agency Members his professional history as well as his plans moving forward starting with his Strategic Plan for Cocoa, highlighting some areas:

Calling for the PD to be proactive, especially in identified "Hot Spots"

Establishing strong successor plan

Creating successor opportunities

Acquiring necessary equipment

Walking neighborhoods – improve relationships before something happens

Community Outreach

Diversity within the Department
Abiding by Mission Statement and guidelines

Agency Member Brown stated he read the Plan and was quite impressed. He also asked about the requirements as to where officers could live. Chief replied they were required to live within 50 miles. Agency Brown also asked about a Neighborhood Watch program and if it was hard to get one started. Chief replied they were in the process of starting a program called "A Chief's Watch" which was similar and instead of neighborhoods, areas were divided into districts. Agency Member Isom asked about the walks. Chief provided the walking schedule for he and his officers adding it was part of their goals and objectives for the entire department. Agency Member Isom also asked about their plan for the homeless and what could be done to help. Chief replied he would like to see a coalition or consortium created to discuss and develop a plan. Chairperson Moore agreed suggesting to hold a Summit to discuss the matter and also include the mental illness side of it. Agency Member Brown suggested holding the stores accountable where they are hanging out. Chief replied they are working with the store owners on trespass warnings.

V. **Action Items:**

1. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 607 Aurora Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement. TABLED FROM PRIOR MEETINGS.

Item tabled from two prior meetings and request of applicant to attend the meeting to answer agency member questions. Mrs. Neuterman provided background information and said pictures of the property were included in the agenda. The applicant was not able to attend the meeting. Chairperson Moore asked to confirm that the plantings shown in the photos were in the front yard. Mrs. Neuterman replied they were. Chairperson Moore added she wants to see residents get what they need from the grants and is pleased at the response.

* ***MOTION by Agency Member SMITH; SECONDED by Agency Member ISOM to approve** a approve an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 607 Aurora Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

VI. **Attorney's Report** – None

VII. **Updates and Staff Report** –

Mrs. Neuterman updated Agency Members on the Rose Garden apartments. Negotiations were still on going for the apartments next door and renovations had begun with the existing apartments. An RFP will be going out for the vacant property adjacent to build affordable housing stressing the importance of following FS and CRA Plan. Question asked if the RFP was for the full piece or a portion. Mrs. Neuterman replied it was for the full piece and was necessary to follow purchasing protocols. Chairperson Moore and agency members concurred.

Chairperson Moore and Agency Member Brown discussed the Florida Redevelopment Conference and they had heard a lot about how much developers give back to the community as part of their developer agreement. Mrs. Neuterman shared that was not un-common and mentioned the Paramore area of Orlando. Agency Member Isom also added she would like to have those requirements as she did not like when gentrification occurs.

Agency Member Smith stated she enjoyed the “Collaboratory” that she visited on the tour at the RDA Conference and Agency Member Brown did as well. He asked how to get banks involved and Mrs. Neuterman replied there are banks who have programs to work with the community and redevelopment. She also stated that Agency Members could speak with banks or other business and invite them to a meeting and Agency Member Smith said she may know of two banks.

Agency Member Brown asked for an update on WeVenture. Mrs. Neuterman stated she would get an update for the next meeting.

Councilman Goins stated there will be a Park Direction Meeting scheduled to discuss and provide direction on the Park updates. The date is not yet known but will let agency know when he has one. He also stated he had spoken with Mrs. Gibson regarding her paint and landscape grants and asked Agency Members if her applications could be re-submitted. Agency Members agreed they could. They will be resubmitted for the December meeting. Chairperson Moore added her desire to spend all the money budgeted for the grants to beautify homes.

Agency Brown mentioned the word “blight” and would like to see it removed from the applications. Chairperson Moore suggested looking at the plan and possibly re-wording some things.

Mrs. Neuterman told Agency Members they had a copy of the DS Brochures at their seats and copies would be made and distributed.

Agency Members discussed the next meeting date and would like to see the December 20 meeting changed to December 13 and will need to cancel the January and February meetings as they fall on Holidays. Mrs. Neuterman stated a Calendar of Meetings would be brought to the Members at the next meeting to approve for 2022. She added if December 13 was available, the December meeting would be changed and a notice will be sent to members.

VIII. **Next Meeting Date**

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

IX. **Adjournment**

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

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

MEETING WAS ADJOURNED at 6:20 pm.

Tracy Moore, Chairperson

Respectfully Submitted by:

Lori Chabot, Recording Secretary

Items for next meeting

Marketing how to do it better / the JL Smith sign

Ed Jones – Decals to hand out

Ed Jones Asked about curbs gutters in Virginia Park. We were going to check and see if VP was included in their plan.

Brochures

Chairperson Moore asked if there were any updates re: code on Stone Street. Mrs. Neuterman replied Staff and the new Planning and Zoning Manager were working on the code and how to change it for that area on Stone Street. When more information was available it would be brought back.

Vice Chairperson Martin requested to invite Chief of Police to next meeting and give a presentation on his vision, plans etc. Mrs. Neuterman replied she will extend that request.



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-580	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	8/25/2021	In control:		Diamond Square RDA	
On agenda:	12/13/2021	Final action:			
Title:	Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	451 Stone Street App..pdf Photos.pdf 451 Stone Street - Beautification Agreement.pdf				

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

Memo Date: August 25, 2021
Agenda Date: December 13, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

BACKGROUND:

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

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

The Paint Grant Program has \$5,000 budgeted in the FY2021 budget to award grants throughout the fiscal year. Applicants are subject to availability of funds which are awarded on a first come, first-

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

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

If approved, this will be the third applicant to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 7 more available in the current fiscal year.

BUDGETARY IMPACT:

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

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

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



DIAMOND SQUARE

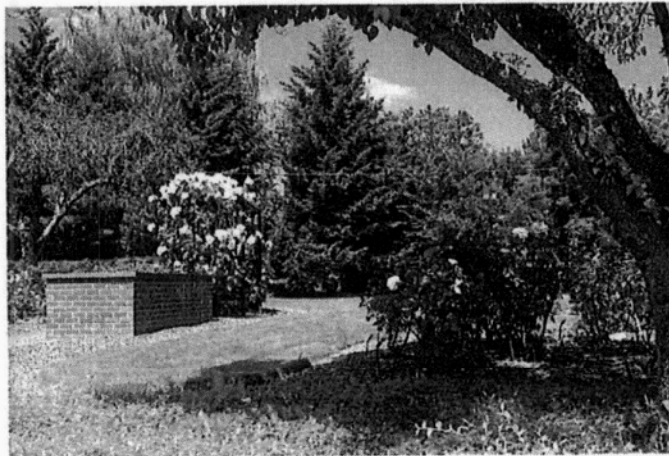
REDEVELOPMENT AGENCY

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

*Lchabot@
cocoafl.
org*

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

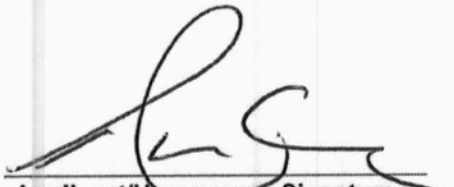
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet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

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

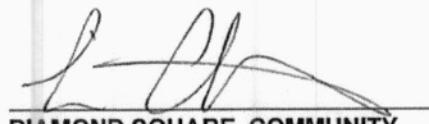
V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature

7/23/21
Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

7/28/21
Date

APPLICANT INFORMATION

Applicant/Name: Anita Gibson Drivers License # [REDACTED]
Home Address: 451 Stone St. Cocoa FL 32922
Telephone: 407.914.1626 E-Mail: j1980nte@yahoo.com

Initial box:

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

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

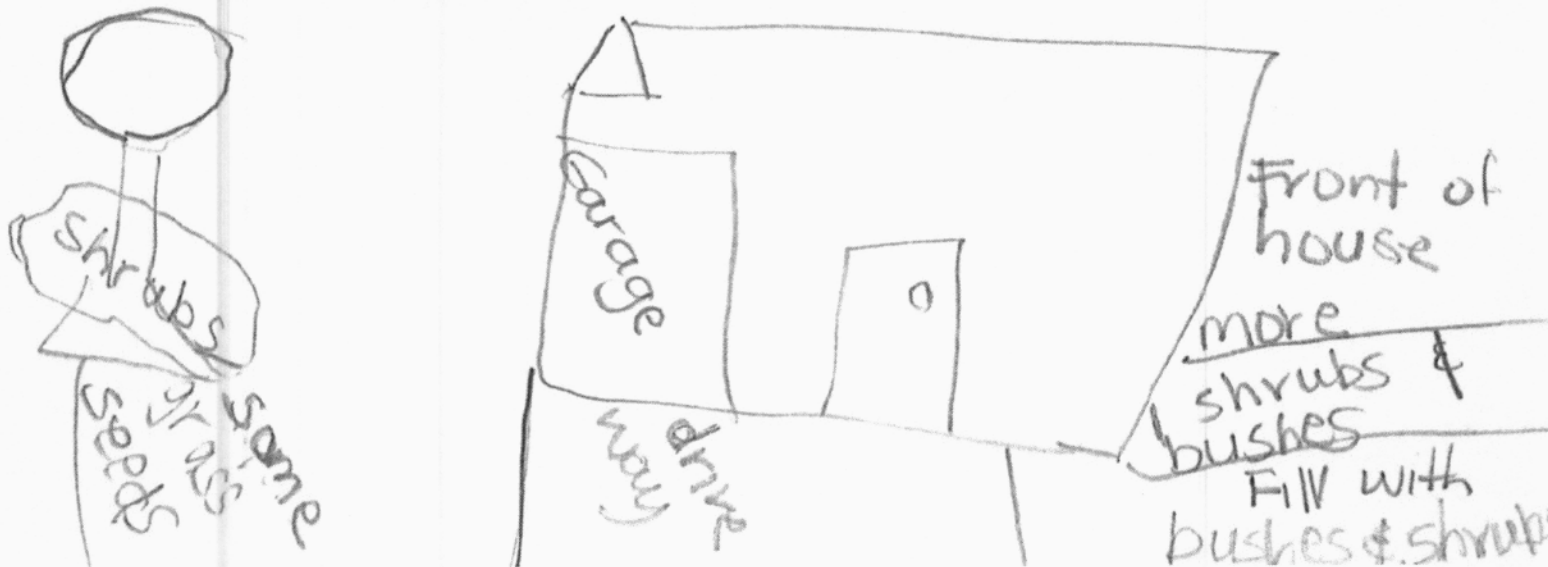
- ✓ Hibiscus
- ✓ Shrubs to make fence line area of my property
- ✓ colored / year round bushes
- ✓ colored shrubs to fill in spots of plants/flowers

If requesting mulch, indicate here what color brown

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

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

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



ACKNOWLEDGMENTS AND SIGNATURES

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

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



Signature of Home Owner

7/23/21

Date

STATE OF Florida, COUNTY OF Brevard

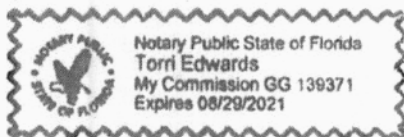
The foregoing instrument was acknowledged before me this 23 day of July 2021,

by Florence Anita Gibson, who is personally known to me or who has produced

FL ID

as identification.

Notary Public, State of Florida Affix Stamp





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

Prepared by:
Tom Stallard

State Title
300 West Fee Avenue Suite A
Melbourne, Florida 32901

File Number: A-43327

Special Warranty Deed

THIS SPECIAL WARRANTY DEED, made this May 2, 2014 A.D. By HABITAT FOR HUMANITY OF BREVARD COUNTY, INC., a Florida nonprofit corporation, hereinafter called the grantor, to Anita Gibson and Coletia Gibson, as joint tenants with rights of survivorship, whose post office address is: 451 Stone Street, Cocoa, Florida 32922, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

"Subject to the Habitat for Humanity of South Brevard, Inc. Repurchase Policy recorded herewith."

Subject to taxes and assessments for the current year and all subsequent years.
Subject to restrictions, easements, and covenants of record.
Subject to all applicable zoning rules and regulations.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31 of the current year.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

HABITAT FOR HUMANITY OF BREVARD COUNTY,
INC., a Florida nonprofit corporation

Witness Printed Name Sharon L. Greenleaf

Charlotte Hutchinson (Seal)
Charlotte Hutchinson as Vice President
Address: 4515 Babcock Street, Palm Bay, FL 32905

Witness Printed Name B.A. Gerlitz

Address: _____ (Seal)

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this May 2, 2014, by Charlotte Hutchinson as Vice President of Habitat for Humanity of Brevard County, Inc., who is/are personally known to me or who has produced driver's license as identification.



Notary Public
Print Name: [Signature]
My Commission Expires: _____

HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.
REPURCHASE POLICY

WHEREAS, Owner has purchased the following described property (the "Property") from Habitat:

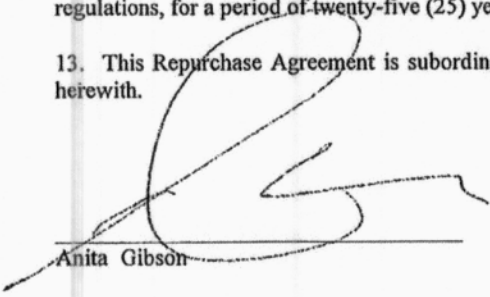
Lot 1, Block 12, Amended Map of College Park, a subdivision according to the plat thereof recorded at Plat Book 5, Page 72, in the Public Records of Brevard County, Florida.

AND WHEREAS, as a condition of said sale, Owner has agreed to grant to Habitat a first right of repurchase in the Property in the event that Owner desires to sell or otherwise dispose of the Property within twenty-five (25) years from the date hereof;

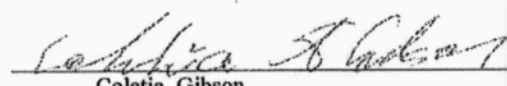
NOW THEREFORE, Seller and Owner agree as follows:

1. Owner hereby agrees that in the event owner desires to sell or otherwise dispose of the Property at any time prior to twenty-five years from the date hereof, the Owner must first offer to sell the Property to Habitat pursuant to the terms and conditions of this agreement.
2. Should Habitat elect to exercise its right of repurchase, the purchase price shall be determined as follows:
 - a. From the date of closing through the conclusion of the fifth (5th) year the purchase price to be paid by Habitat to the Owner shall equal the purchase price, plus the depreciated value of any improvements made by the Owner, less the outstanding loan balance of any loan to Owner by Habitat, less any costs of repairs (beyond those of normal wear and tear), less any other subordinate liens or encumbrances.
 - b. Beginning in the sixth (6th) year and ending at the conclusion of the tenth (10th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one fourth (1/4) of any appreciated value (appreciated value shall be the purchase price subtracted from the appraised value of the Property as determined by an independent appraiser chosen by Habitat). This appreciated value is then added to the total amount paid toward the first mortgage.
 - c. Beginning the eleventh (11th) year and ending at the conclusion of the fifteenth (15th) year, the purchase price is to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one half (1/2) of any appreciated value. This appreciated value is then added to the total amount paid toward the first (1st) mortgage.
 - d. Beginning the sixteenth (16th) year and ending at the conclusion of the twentieth (20th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the owner plus three-fourths (3/4) of any appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.
 - e. Beginning in the twenty-first (21st) and ending at the conclusion of the twenty-fifth (25th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus all the appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.
3. For purposes hereof, "improvements" made by Owner shall be limited to permanent additions or equipment evidenced by paid receipts or other satisfactory evidence, all as determined by the sole discretion of Habitat, and shall not include maintenance or decorative or repair items.

4. Habitat shall have forty-five (45) days from receipt of written notice from Owner to exercise this option. The notice shall be sent by United States registered or certified mail, postage prepaid to the Habitat for Humanity of South Brevard office. This right of first refusal shall not be construed to impair the rights of foreclosure (if any) of Habitat on the Property. This right of first refusal shall automatically terminate twenty-five (25) years from the date hereof.
5. During the term of this agreement, Owner will not without the prior written consent of Habitat (which consent may be withheld for any reason or for no reason) create, assume or suffer to exist in respect of the Property, or any part thereof, any mortgage, lien, encumbrance or other instrument which secures the repayment of debt or performance of any obligation.
6. In the event that Habitat accepts the Offer under this agreement, the transaction shall close on or before sixty (60) days from the date of acceptance of the Offer.
7. All taxes and insurance escrows shall be prorated as of the day of closing.
8. It is the responsibility of the Owner to deliver clear title to the Property at the time of closing.
9. Habitat shall pay all closing costs (excepting liens and other encumbrances).
10. Any conveyance of the Property contrary to this Agreement shall be null and void. In the event of such a conveyance, Habitat shall have the option, at anytime within three (3) years of actual notice of such a conveyance, to purchase the property from the titleholder of record pursuant to the terms and conditions of this Agreement.
11. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, beneficiaries, personal representatives and assigns.
12. Habitat covenants that the Property will remain in the affordable housing stock, as outlined in applicable HUD regulations, for a period of twenty-five (25) years.
13. This Repurchase Agreement is subordinate to the Purchase Money Mortgage between the parties of the date herewith.



Anita Gibson



Coletia Gibson









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

THIS GRANT AGREEMENT is made this _____ day of _____ **2021** by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and ANITA GIBSON whose principal address is 451 Stone Street, Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 451 Stone Street, Cocoa ("Property");

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

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

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

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

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.
2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.
3. **Grant Awarded.**
 - (a) The Grantee is hereby awarded a grant pursuant to the Diamond Square Community Redevelopment Agency BP. All regulations of the BP shall be adhered to by the CRA and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying landscaping improvements under the BP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Five Hundred Dollars (\$500.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square CRA district. Grant funds shall only be paid by the Diamond Square CRA for qualified approved home landscaping program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved landscaping store identified by the City of Cocoa CRA staff. Completion of all landscaping shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential landscaping work subject to this grant.
 - (c) The Grantee acknowledges and agrees that landscaping labor costs and any costs for additional landscaping or supplies beyond those given in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must begin within 15 days of receiving landscaping supplies and be completed within 60 days of the receipt of landscaping supplies.

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

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

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

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the CRA as additional security for the indebtedness secured hereby.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in this Grant Agreement.
7. **Record retention: Public records: Accounting: Inspection.**
- (a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least one (1) (365 days = 1 year) after final payment by the CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the CRA.
- (b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CRA, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodial of public records.

The Grantee shall provide the CRA, upon request from the CRA, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) The CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from:
- (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which CRA funds might be reimbursed pursuant to this Grant Agreement;
 - (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee;
 - (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement;
 - (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement;
 - (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or
 - (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the CRA, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA or its employees, acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the CRA shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

**TO THE DIAMOND
SQUARE CRA:**

Diamond Square Community Redevelopment Agency
c/o The City of Cocoa Office of Economic
Development 65 Stone Street
Cocoa, Florida 329

TO THE GRANTEE:

Anita Gibson
451 Stone Street
Cocoa, FL 32922

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

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

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

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

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

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

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this____day of _____ 2021 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: _____ Title: _____
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by: _____

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

451 Stone Street, Cocoa, FL 32922

Owner Name: Anita Gibson

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

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

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

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

_____	Cost: \$ _____

_____	\$ _____
_____	\$ _____

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

Total: _____



Legislation Details (With Text)

File #:	21-779	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	11/22/2021	In control:		Diamond Square RDA	
On agenda:	12/13/2021	Final action:			
Title:	Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 536 S. Varr Street, Cocoa, Fl and authorize the City Manager to execute a Residential Beautification Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	536 S. Varr St Applic and Docs Beaut Redacted.pdf 536 S. Varr Street - Beautification Agreement.pdf				

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

Memo Date: November 22, 2021
Agenda Date: December 13, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 536 S. Varr Street, Cocoa, Fl and authorize the City Manager to execute a Residential Beautification Agreement.

BACKGROUND:

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

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

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

requirements are as follows:

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

If approved, this will be the first applicant in FY2022 to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 9 more available in the current fiscal year.

BUDGETARY IMPACT:

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

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

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

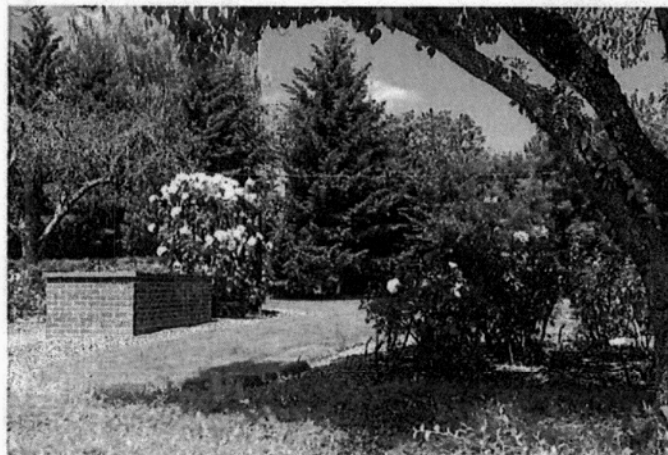
65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

536 S. Varr St
Prude

Beaut

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program
Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

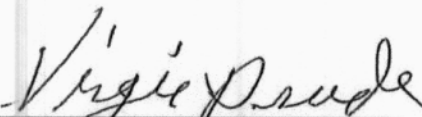
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet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

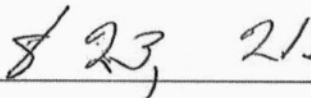
6. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
7. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be complete within 60 days from the commencement date.
8.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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature


Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Virgie Prude Drivers License [REDACTED]

Home Address: 536 South Van Buren FLA 32922
Street City State Zip Code

Telephone: [REDACTED] E-Mail: None

Initial box:

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

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

If requesting mulch, indicate here what color Brown

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

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

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

ACKNOWLEDGMENTS AND SIGNATURES

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

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

Virgi Prude
Signature of Home Owner

8/23, 21.
Date

STATE OF Fla, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 24th day of August, 2021,

by V. Prude, who is personally known to me or who has produced
FLD license as identification.

Notary Public, State of Florida Affix Stamp



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

2021 NOTICE OF PROPOSED PROPERTY TAXES

Brevard County Taxing Authorities

Post Office Box 429 • Titusville, Florida 32781-0429



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

New Address: _____

Phone: (____) _____

Authorized Signature _____ 2424908



HEX ** 2424908 ** T339 ** AUTO *****SCH 5-DIGIT 32922
PRUDE, VIRGIE R
536 S VARR AVE
COCOA FL 32922-6156

122207
112

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER	PROPERTY IDENTIFICATION	MILLAGE CODE
2424908	24 3632-75-18-9 536 S VARR AVE COCOA, 32922	23D0

2021 TAXING AUTHORITY TAX INFORMATION

TAXING AUTHORITIES	COLUMN 1				COLUMN 2		COLUMN 3		COLUMN 4	
	Last Year's Property Tax Information				This Year's Exemptions	This Year's Taxable Value	Your tax rate and taxes this year if NO budget change.		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	53330	0	3.6929	0.00	54070	0	3.5435	0.00	3.5661	0.00
BREVARD LIBRARY DISTRICT	28830	24500	0.4264	10.45	29570	24500	0.4080	10.00	0.4118	10.09
BREVARD MOSQUITO CONTROL	28830	24500	0.1728	4.23	29570	24500	0.1654	4.05	0.1669	4.09
RECREATION DISTRICT 4 - MAINT	28830	24500	0.6346	15.55	29570	24500	0.6145	15.06	0.6193	15.17
TI-CO AIRPORT AUTHORITY	28830	24500	0.0000	0.00	29570	24500	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	28830	24500	0.0592	1.45	29570	24500	0.0566	1.39	0.0571	1.40
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25500	27830	3.6940	102.80	25500	28570	3.5600	101.71	3.6020	102.91
BY LOCAL BOARD	25500	27830	0.7480	20.82	25500	28570	0.7209	20.60	0.7480	21.37
SCHOOL CAPITAL OUTLAY	25500	27830	1.5000	41.75	25500	28570	1.4456	41.30	1.5000	42.86
MUNICIPAL SERVICES										
CITY OF COCOA	53330	0	5.9790	0.00	54070	0	5.8749	0.00	6.4532	0.00
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	28830	24500	0.2287	5.60	29570	24500	0.2189	5.36	0.2287	5.60
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	28830	24500	0.0320	0.78	29570	24500	0.0306	0.75	0.0320	0.78
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT)	28830	24500	0.0522	1.28	29570	24500	0.0488	1.20	0.0488	1.20
TOTAL TAXES				204.71				201.42		205.47

PROPERTY APPRAISER VALUE INFORMATION

	MARKET VALUE	ASSESSED VALUE APPLIES TO SCHOOL MILLAGE	ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	94050	54070	54070
LAST YEAR	81570	53330	53330

ASSESSED VALUE REDUCTION		APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies		39980
Non-Homestead 10% Cap	Non-School Tax Levies		0
Agricultural Classification	All Tax Levies		0
Other	All Tax Levies		0
EXEMPTIONS		APPLIES TO	AMOUNT
First Homestead	All Tax Levies		25000
Additional Homestead	Non-School Tax Levies		4070
Limited Income Senior (County)	County General Fund Tax Levy		24500
Limited Income Senior (City)	City Tax Levy		24500
Widow/Widower	All Tax Levies		500
Other	All Tax Levies		0

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

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

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

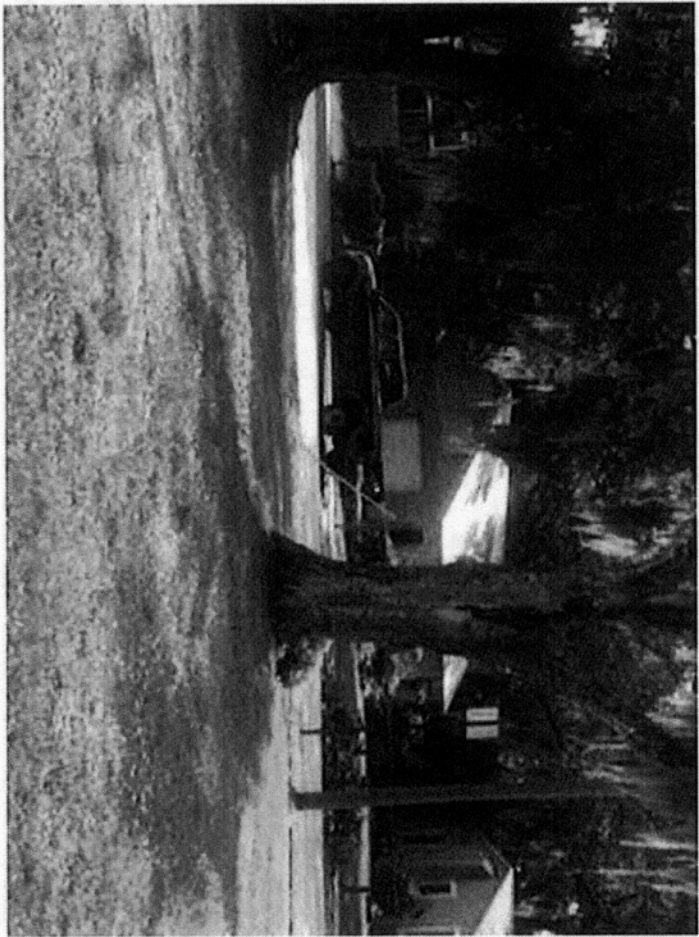
Tangible Personal Property: Titusville: 321-264-6703, option 2;
All other locations: 321-633-2199 X-6703

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

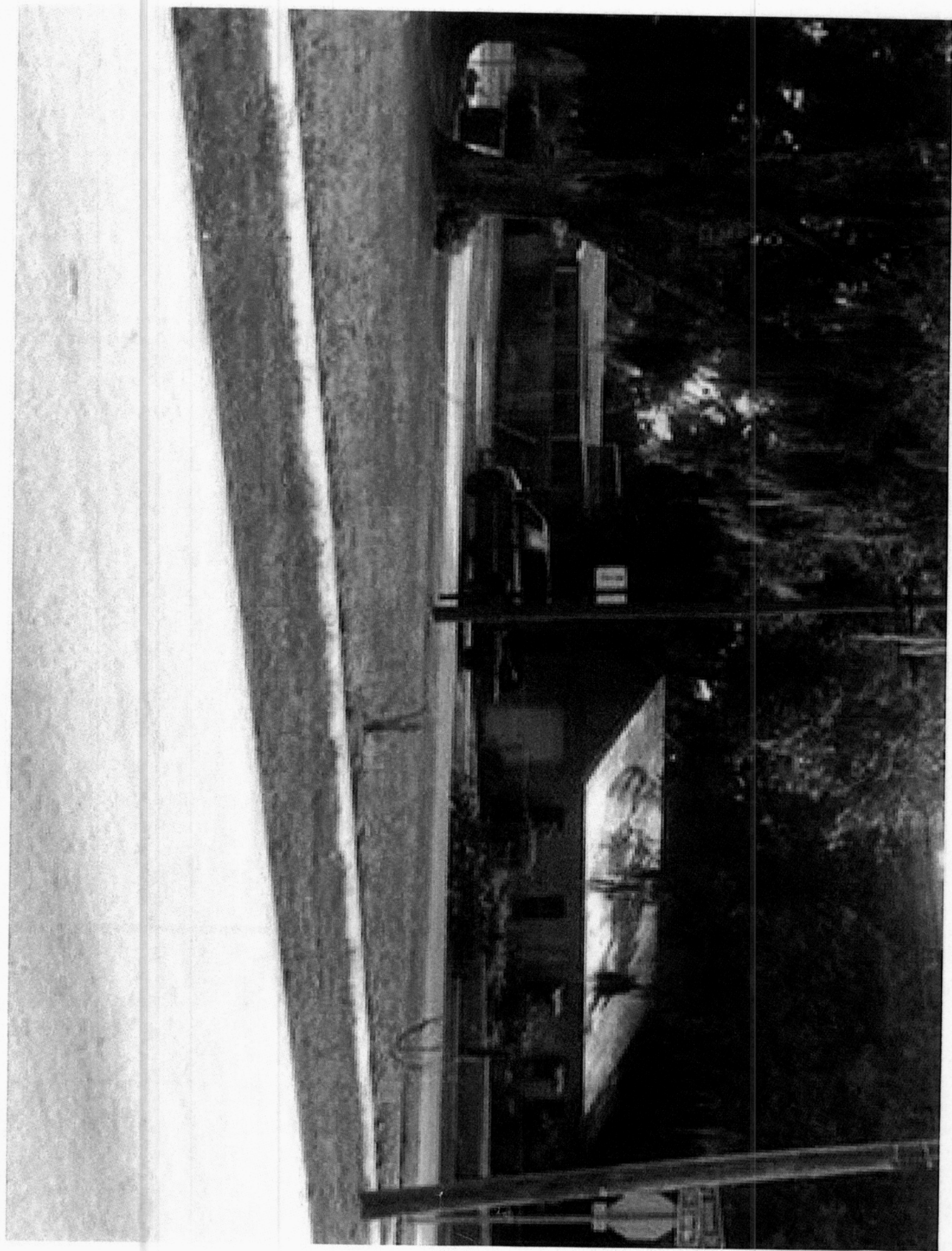
Petitions must be filed on or before September 10, 2021











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

THIS GRANT AGREEMENT is made this _____ day of _____ 2021 by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and Virgie Prude whose principal address is 536 S. Varr Street, Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 536 South Varr Street, Cocoa ("Property");

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

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

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

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

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.
2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.
3. **Grant Awarded.**
 - (a) The Grantee is hereby awarded a grant pursuant to the Diamond Square Community Redevelopment Agency BP. All regulations of the BP shall be adhered to by the CRA and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying landscaping improvements under the BP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **Five Hundred Dollars (\$500.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square CRA district. Grant funds shall only be paid by the Diamond Square CRA for qualified approved home landscaping program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved landscaping store identified by the City of Cocoa CRA staff. Completion of all landscaping shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential landscaping work subject to this grant.
 - (c) The Grantee acknowledges and agrees that landscaping labor costs and any costs for additional landscaping or supplies beyond those given in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must begin within 15 days of receiving landscaping supplies and be completed within 60 days of the receipt of landscaping supplies.

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

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

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

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the CRA as additional security for the indebtedness secured hereby.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in this Grant Agreement.
7. **Record retention: Public records; Accounting; Inspection.**
- (a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least one (1) (365 days = 1 year) after final payment by the CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the CRA.
- (b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CRA, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodial of public records.

The Grantee shall provide the CRA, upon request from the CRA, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) The CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from:
- (i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which CRA funds might be reimbursed pursuant to this Grant Agreement;
 - (ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee;
 - (iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement;
 - (iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement;
 - (v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or
 - (vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the CRA, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA or its employees, acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the CRA shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO THE DIAMOND

SQUARE CRA:

Diamond Square Community Redevelopment Agency
c/o The City of Cocoa Office of Economic
Development 65 Stone Street
Cocoa, Florida 329

Virgie Prude
536 S. Varr Street
Cocoa, FL 32922

TO THE GRANTEE:

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

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

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

Diamond Square CRA/
BP Grant Agreement

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

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

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

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Virgie Prude</u> Title: <u>Property Owner</u>
---	--

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by: _____

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

536 South Varr Street, Cocoa, FL 32922

Owner Name: Virgie Prude

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

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

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

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

_____	Cost: \$ _____

_____	\$ _____
_____	\$ _____

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

Total: _____



Legislation Details (With Text)

File #:	21-780	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	11/22/2021	In control:		Diamond Square RDA	
On agenda:	12/13/2021	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	536 S. Varr Street Paint Applic and Docs Redacted.pdf 536 South Varr St - Paint Agreement - .pdf				

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

Memo Date: November 22, 2021
Agenda Date: December 13, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

BACKGROUND:

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

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

The Paint Grant Program has \$5,000 budgeted in the FY2021 budget to award grants throughout the fiscal year. Applicants are subject to availability of funds which are awarded on a first come, first-serve basis to homeowners meeting all Program eligibility requirements. The program eligibility

requirements are as follows:

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

If approved, this will be the first applicant in FY2022 to receive up to \$1,000 of paint, paint supplies and pressure washing for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 4 more available in the current fiscal year.

BUDGETARY IMPACT:

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

Amount Requested	<u>\$1,000.00</u>
Account Number	<u>111-3230-559-83.00</u>
Account Name	<u>Other Grants and Aids</u>

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 536 S. Varr Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

536^{S.} Varr St
Prude

Paint

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



Residential Paint Program Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

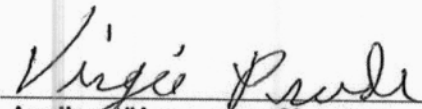
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or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

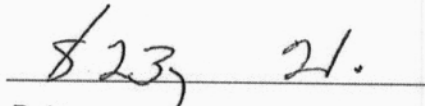
6. Upon selection and transfer of paint and supplies to the applicant, the CRA will issue payment directly to the paint supply company.
7. Work must commence on the project within 30 days of the applicant's receipt of the paint and paint supplies. All work must be complete within 60 days from the commencement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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature


Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Virgi Prude Drivers License # [REDACTED]

Home Address: 536 South Van Cocoa Fla 32922
Street City State Zip Code

Telephone: [REDACTED] E-Mail: none

Initial box:

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

Exterior Paint for Walls and Trim:

_____ square feet of home

Green Color Selection - Walls

White Color Selection - Trim

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

ACKNOWLEDGMENTS AND SIGNATURES

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

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

Virgie Prude
Signature of Applicant/Home Owner

823, 21
Date

STATE OF Fla, COUNTY OF Brevard

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

by V. Prude, who is personally known to me or who has produced

FLDLic - as identification.

Notary Public, State of Florida Affix Stamp



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

2021 NOTICE OF PROPOSED PROPERTY TAXES**Brevard County Taxing Authorities**

Post Office Box 429 • Titusville, Florida 32781-0429



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

New Address: _____

Phone: (____) _____

Authorized Signature _____

2424908



HEX ** 2424908 ** T339 ** AUTO *****SCH 5-DIGIT 32922

PRUDE, VIRGIE R

536 S VARR AVE

COCOA FL 32922-6156

122207

112

DO NOT PAY — THIS IS NOT A BILL

TAX ACCOUNT NUMBER		PROPERTY IDENTIFICATION						MILLAGE CODE		
2424908		24 3632-75-18-9 536 S VARR AVE COCOA, 32922						23D0		
2021 TAXING AUTHORITY TAX INFORMATION										
TAXING AUTHORITIES	COLUMN 1				COLUMN 2		COLUMN 3		COLUMN 4	
	Last Year's Property Tax Information				This Year's Exemptions	This Year's Taxable Value	Your tax rate and taxes this year if NO budget change.		Your tax rate and taxes this year if proposed budget change adopted	
	Exemptions	Taxable Value	Tax Rate	Taxes			Tax Rate	Taxes	Tax Rate	Taxes
COUNTY COMMISSION										
GENERAL FUND	53330	0	3.6929	0.00	54070	0	3.5435	0.00	3.5661	0.00
BREVARD LIBRARY DISTRICT	28830	24500	0.4264	10.45	29570	24500	0.4080	10.00	0.4118	10.09
BREVARD MOSQUITO CONTROL	28830	24500	0.1728	4.23	29570	24500	0.1654	4.05	0.1669	4.09
RECREATION DISTRICT 4 - MAINT	28830	24500	0.6346	15.55	29570	24500	0.6145	15.06	0.6193	15.17
TI-CO AIRPORT AUTHORITY	28830	24500	0.0000	0.00	29570	24500	0.0000	0.00	0.0000	0.00
ENV END LAND & WTR AREAS LTD	28830	24500	0.0592	1.45	29570	24500	0.0566	1.39	0.0571	1.40
BREVARD COUNTY PUBLIC SCHOOLS										
BY STATE LAW	25500	27830	3.6940	102.80	25500	28570	3.5600	101.71	3.6020	102.91
BY LOCAL BOARD	25500	27830	0.7480	20.82	25500	28570	0.7209	20.60	0.7480	21.37
SCHOOL CAPITAL OUTLAY	25500	27830	1.5000	41.75	25500	28570	1.4456	41.30	1.5000	42.86
MUNICIPAL SERVICES										
CITY OF COCOA	53330	0	5.9790	0.00	54070	0	5.8749	0.00	6.4532	0.00
WATER MANAGEMENT DISTRICTS										
ST JOHNS RIVER WATER MGMT DIS	28830	24500	0.2287	5.60	29570	24500	0.2189	5.36	0.2287	5.60
INDEPENDENT SPECIAL DISTRICTS										
FLA INLAND NAVIGATION DIST	28830	24500	0.0320	0.78	29570	24500	0.0306	0.75	0.0320	0.78
VOTER APPROVED DEBT PAYMENTS										
ENV END LAND & WTR AREAS (DBT	28830	24500	0.0522	1.28	29570	24500	0.0488	1.20	0.0488	1.20
TOTAL TAXES				204.71				201.42	205.47	

PROPERTY APPRAISER VALUE INFORMATION				
MARKET VALUE		ASSESSED VALUE APPLIES TO SCHOOL MILLAGE		ASSESSED VALUE APPLIES TO NON-SCHOOL MILLAGE
THIS YEAR	94050	54070		54070
LAST YEAR	81570	53330		53330

ASSESSED VALUE REDUCTION		APPLIES TO	AMOUNT
"Save Our Homes" Assessment Cap	All Tax Levies		39980
Non-Homestead 10% Cap	Non-School Tax Levies		0
Agricultural Classification	All Tax Levies		0
Other	All Tax Levies		0
EXEMPTIONS		APPLIES TO	AMOUNT
First Homestead	All Tax Levies		25000
Additional Homestead	Non-School Tax Levies		4070
Limited Income Senior (County)	County General Fund Tax Levy		24500
Limited Income Senior (City)	City Tax Levy		24500
Widow/Widower	All Tax Levies		500
Other	All Tax Levies		0

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

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

Real Property: Titusville: 321-264-6700; Melbourne: 321-255-4440;
Palm Bay: 321-952-4574; Viera: 321-690-6880Tangible Personal Property: Titusville: 321-264-6703, option 2;
All other locations: 321-633-2199 X-6703If the Property Appraiser's Office is unable to resolve the matter as to the market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the Brevard County Clerk of Courts or brevardclerk.us.

Petitions must be filed on or before September 10, 2021

BREVARD COUNTY NOTICE OF PROPOSED PROPERTY TAXES

The Taxing Authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each Taxing Authority may AMEND OR ALTER its proposals at the hearing.

TAXING AUTHORITY HEARING INFORMATION					
TAXING AUTHORITY	DATE	TIME	PUBLIC HEARING LOCATION	ADDRESS	PHONE
COUNTY COMMISSION					
BREVARD LIBRARY DISTRICT	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
BREVARD MOSQUITO CONTROL	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ENV END LAND & WTR AREAS LTD 05-2024	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
GENERAL FUND	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
N BREV REC DIST 1/TITUS 01-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
RECREATION DISTRICT 4 - MAINT.	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
S BREVARD REC DIST 2001-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
TI-CO AIRPORT AUTHORITY	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
BREVARD COUNTY PUBLIC SCHOOLS					
BY LOCAL BOARD	9/9/2021	5:30PM	EDUCATIONAL SERVICES FACILITY	2700 JUDGE FRAN JAMIESON WAY, VIERA	321-633-1000
BY STATE LAW	9/9/2021	5:30PM	EDUCATIONAL SERVICES FACILITY	2700 JUDGE FRAN JAMIESON WAY, VIERA	321-633-1000
SCHOOL CAPITAL OUTLAY	9/9/2021	5:30PM	EDUCATIONAL SERVICES FACILITY	2700 JUDGE FRAN JAMIESON WAY, VIERA	321-633-1000
MUNICIPAL SERVICES					
CITY OF CAPE CANAVERAL	9/7/2021	5:01PM	CAPE CANAVERAL CITY HALL	100 POLK AVE, CAPE CANAVERAL	321-868-1234
CITY OF CAPE CANAVERAL LIBRARY	9/7/2021	5:01PM	CAPE CANAVERAL CITY HALL	100 POLK AVE, CAPE CANAVERAL	321-868-1234
CITY OF COCOA	9/14/2021	6:00PM	COCOA CITY HALL, COUNCIL CHAMBERS	65 STONE STREET, COCOA	321-433-8800
CITY OF COCOA BEACH	9/8/2021	6:00PM	COCOA BEACH CITY HALL	2 SOUTH ORLANDO AVE, COCOA BEACH	321-868-3245
CITY OF INDIAN HBR BCH	9/14/2021	7:00PM	CITY OF IHB COUNCIL CHAMBERS	2055 S PATRICK DR, INDIAN HBR BEACH	321-773-3181
CITY OF MELBOURNE	9/15/2021	5:30PM	MELBOURNE CITY HALL	900 E. STRAWBRIDGE AVE, MELBOURNE	321-608-7200
CITY OF PALM BAY	9/7/2021	6:00PM	CITY COUNCIL CHAMBERS	120 MALABAR RD SE, PALM BAY	321-952-3411
CITY OF ROCKLEDGE	9/8/2021	6:00PM	ROCKLEDGE CITY HALL	1600 HUNTINGTON LANE, ROCKLEDGE	321-690-3978
CITY OF SATELLITE BEACH	9/8/2021	7:00PM	CITY HALL COUNCIL CHAMBERS	565 CASSIA BLVD, SATELLITE BEACH	321-773-4407
CITY OF TITUSVILLE	9/7/2021	5:30PM	CITY HALL COUNCIL CHAMBERS	555 S. WASHINGTON AVE, TITUSVILLE	321-567-3715
CITY OF WEST MELBOURNE	9/7/2021	6:30PM	JUDGE MITCHELL T BARLOW COUNCIL CHM	2285 MINTON RD, WEST MELBOURNE	321-837-7775
TOWN OF GRANT-VALKARIA	9/8/2021	7:00PM	TOWN HALL COUNCIL CHAMBERS	1449 VALKARIA RD, GRANT VALKARIA	321-951-1380
TOWN OF INDIALANTIC	9/14/2021	7:00PM	INDIALANTIC COUNCIL CHAMBERS	216 5TH AVENUE, INDIALANTIC	321-723-2242
TOWN OF MALABAR	9/14/2021	7:30PM	MALABAR TOWN HALL	2725 MALABAR ROAD, MALABAR	321-727-7764
TOWN OF MELBOURNE BEACH	9/8/2021	6:00PM	COMMUNITY CENTER	509 OCEAN AVE, MELBOURNE BEACH	321-724-5860
TOWN OF MELBOURNE VILLAGE	9/7/2021	6:30PM	TOWN OFFICE	555 HAMMOCK RD, MELBOURNE VILLAGE	321-723-8300
TOWN OF PALM SHORES	8/24/2021	7:00PM	TOWN HALL	5030 PAUL HURTT LN, PALM SHORES	321-242-4555
COUNTY MSTU					
FIRE CONTROL MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
LAW ENFORCEMENT MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
M I REC DISTRICT 2 MSTU 2001-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
PORT ST JOHN/CANV GRV REC MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
RD & BRIDGE DIS 4 MSTU N BEACH	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
REC DIST 1 MSTU INCL TITUSVILLE	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DIST 4 MSTU MISL	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DISTRICT 1 MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DISTRICT 2 MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DISTRICT 3 MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DISTRICT 4 MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
ROAD & BRIDGE DISTRICT 5 MSTU	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
WATER MANAGEMENT DISTRICTS					
ST JOHNS RIVER WATER MGMT DIST	9/14/2021	5:05PM	4049 REID ST, HWY 100 WEST	PALATKA, FL	386-329-4500
INDEPENDENT SPECIAL DISTRICTS					
FLA INLAND NAVIGATION DIST	9/9/2021	5:30PM	JUPITER COMMUNITY CENTER	200 MILITARY TRAIL, JUPITER 33458	561-627-3386
MERRITT ISLAND LIBRARY - MAINT.	9/13/2021	6:00PM	MERRITT ISLAND PUBLIC LIBRARY	1195 N. COURTENAY PKY, MERRITT ISLA	321-455-1369
SEBASTIAN INLET DISTRICT	9/8/2021	5:30PM	SEBASTIAN INLET STATE PARK FISHING MUS	1425 N HWY. A1A, VERO BEACH 32963	321-724-5175
VOTER APPROVED DEBT PAYMENTS					
ENV END LAND & WTR AREAS (DBTP) 05-2024	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
INDIALANTIC STORMWATER (DBTP)	9/14/2021	7:00PM	INDIALANTIC TOWN HALL	216 5TH AVENUE, INDIALANTIC	321-723-2242
M I REC DIST 2 MSTU (DBTP) 2001-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
MELBOURNE POLICE HEADQUARTERS (DBTP)	9/15/2021	5:30PM	MELBOURNE CITY HALL	900 E. STRAWBRIDGE AVE, MELBOURNE	321-608-7200
N BREV REC DIST 1/TITUS (DBTP) 01-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
PALM BAY ROAD IMPROVEMENT (DBTP)	9/7/2021	6:00PM	CITY COUNCIL CHAMBERS	120 MALABAR RD SE, PALM BAY	321-952-3411
PSJ/CANV GRV REC MSTU (DBTP)	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
S BREVARD REC DIST (DBTP) 2001-2020	9/13/2021	5:30PM	GOVT CTR COMMISSION ROOM BLDG C	2725 JUDGE FRAN JAMIESON WAY, VIERA	321-633-2153
TITUSVILLE IND RIVERFRONT ACQ 05-2024	9/7/2021	5:30PM	CITY HALL COUNCIL CHAMBERS	555 S. WASHINGTON AVE, TITUSVILLE	321-567-3715
TOWN MELB BCH LIBRARY 99-2018	9/8/2021	6:00PM	COMMUNITY CENTER	509 OCEAN AVE, MELBOURNE BEACH	321-724-5860
TOWN MELB BCH STORMWATER(DBTP) 2009-2028	9/8/2021	6:00PM	COMMUNITY CENTER	509 OCEAN AVE, MELBOURNE BEACH	321-724-5860

YOUR FINAL TAX BILL MAY CONTAIN NON-AD VALOREM ASSESSMENTS SUCH AS ASSESSMENTS FOR FIRE, GARBAGE, DRAINAGE, WATER, SEWER, OR OTHER GOVERNMENTAL SERVICES THAT ARE NOT REFLECTED ON THIS NOTICE.

NOTE: Amounts shown on this form do not reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

EXPLANATION OF "TAXING AUTHORITY TAX INFORMATION" SECTION

Column 1 - "Last Year's Property Tax Information"

Shows the exemptions granted last year, how they were applied to each tax levy to calculate last year's taxable value, multiplied by the tax rate to reach the amount of taxes for each taxing authority.

Column 2 - "This Year's Exemptions" and "This Year's Taxable Value"

Shows the exemptions granted this year, and how they were applied to each tax levy to calculate this year's taxable value.

Column 3 - "Your Tax Rate and Taxes This Year If No Budget Change"

Shows what your tax rate and taxes will be IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

Column 4 - "Your Tax Rate and Taxes This Year If Proposed Budget Change Adopted"

Shows what your tax rate and taxes will be this year under the BUDGET ACTUALLY PROPOSED by each taxing authority. The proposal is NOT final and may be amended at the public hearings shown at the top of this notice.

EXPLANATION OF "PROPERTY APPRAISER VALUE INFORMATION" SECTION

MARKET (JUST) VALUE - The most probable sale price for a property in a competitive, open market involving a willing buyer and a willing seller.

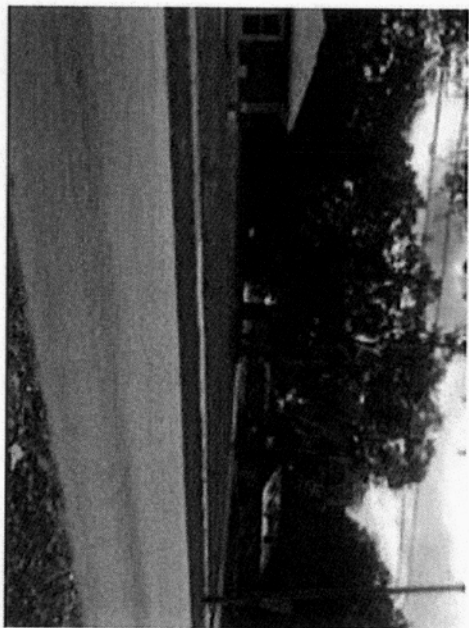
ASSESSED VALUE - The value of your property after any "assessment reductions" have been applied. This value may also reflect an agricultural classification. If "assessment reductions" are applied or an agricultural classification is granted, the assessed value may be different for School versus Non-School taxing authorities and for the purpose of calculating tax levies.

ASSESSED VALUE REDUCTION - Properties can receive an assessment reduction for a number of reasons including the Save Our Homes Benefit and the 10% non-homestead property assessment limitation. Agricultural Classification is not an assessment reduction, it is an assessment determined per Florida Statute 193.461.

EXEMPTIONS - Any exemption that impacts your property is listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption value may also vary for the same taxing authority, depending on the levy. (i.e., operating millage vs. debt service millage)

TAXABLE VALUE - Is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemption.





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

THIS GRANT AGREEMENT is made this ____ day of _____ 2021 by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and VIRGIE PRUDE whose principal address is 536 S. Varr St, Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 536 South Varr St, Cocoa, FL ("Property");

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

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

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

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

1. **Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.
2. **Property Subject to Grant Agreement.** The real property to be benefited by this grant and that is subject to this Grant Agreement is described on **Exhibit A**, a copy of which is attached hereto and incorporated herein by this reference.
3. **Grant Awarded.**
 - (a) The Grantee is hereby awarded a grant pursuant to the Diamond Square Community Redevelopment Agency HPP. All regulations of the HPP shall be adhered to by the CRA and the Grantee. The maximum amount of the grant is described in the attached **Exhibit B**. Under no circumstances shall the amount of money granted for qualifying painting improvements under the HPP to the Grantee exceed the amount set forth in **Exhibit B** as the Maximum of Amount of Grant as approved or otherwise aggregately exceed the sum of **One Thousand Dollars (\$1,000.00)** in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the Diamond Square Community Redevelopment district. Grant funds shall only be paid by the CRA for qualified approved Home Painting Program described on **Exhibit B**.
 - (b) The Grant is awarded and paid to a pre-approved paint store identified by the City of Cocoa CRA staff. Completion of all painting shall require final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's CRA staff for the residential painting work subject to this grant.
 - (c) The Grantee acknowledges and agrees that painting labor costs and any costs for additional paint or supplies beyond those give in accordance with the grant application shall be at the sole expense of the Grantee.
 - (d) All work subject to this Grant Agreement must be substantially completed within 60 days of the receipt of paint and painting supplies.

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

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

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

(c) The Grantee covenants and warrants that it shall have current and valid Homeowner's Insurance. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the CRA and the original policy or policies and renewals thereof (or, at the option of the CRA, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to the CRA as additional security for the indebtedness secured hereby.

5. **Grantee is an Independent Contractor.** It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, that this grant award, and relationship between the CRA and the Grantee is one in which the Grantee is an independent contractor of the CRA and not an agent, employee, joint venture, or other partner of the CRA or the City of Cocoa. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Grant Agreement shall be interpreted or construed to constitute the Grantee, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement as Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement as the Grantee and is binding the Grantee to the terms and conditions set forth in this Grant Agreement.
7. **Record retention; Public records; Accounting; Inspection.**
- (a) Financial records, supporting documentation, statistical and all other records pertinent to this Grant Agreement shall be retained for a period of at least one (1) year (365 days = 1 year) after final payment by the CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the one year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the CRA.
- (b) Pursuant to Chapter 119, Florida Statutes, the Grantee agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of the Grantee related, directly or indirectly, to this Grant Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CRA, may be deemed to be a public record and subject to the provisions of Chapter 119, Florida Statutes, whether in the possession or control of CRA or the Grantee, and may not be destroyed without the specific written approval of the CRA's designated custodian of public records.

The Grantee shall provide the CRA, upon request from the CRA, copies of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. The Grantee agrees to comply with public records laws. Should the CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the CRA or any other person, the CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the CRA or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Grant Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the CRA must enforce this Section, or the CRA suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Grantee's failure to comply with this Section, the CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the CRA, for enforcing this Section against Grantee. And, if applicable, the CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the CRA had to pay a third party because of the Grantee's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Grant Agreement.

(c) CRA staff is authorized to conduct an inspection of the property to ensure improvements are maintained in accordance with this Grant Agreement. The CRA agrees that any inspection shall be coordinated with the property owner. In the event, the inspection deems the Grantee is in default of the Grant Agreement, the CRA will notify Grantee within 15 days.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from:

(i) any act or omission on the part of the Grantee, its officers, agents, employees, volunteers, or invitees in the construction, reconstruction, or building of any improvement for which CRA funds might be reimbursed pursuant to this Grant Agreement;

(ii) by reason of any breach, violation or nonperformance of any condition or covenant in this Grant Agreement on the part of the Grantee;

(iii) injury and negligence based on a failure to train or supervise workers, employees, contractors, volunteers, or agents of the Grantee in performing services or supplying material for work that is to be reimbursed pursuant to this Grant Agreement;

(iv) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work that is to be reimbursed pursuant to this Grant Agreement;

(v) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Grant Agreement; or

(vi) failure to follow or correctly follow directions of the State or any other governmental entity.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the CRA, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA or its employees, officers, and attorneys which may result from the acts or omissions stated above under this Grant Agreement whether performed by the Grantee, anyone directly or indirectly employed by the Grantee, or anyone otherwise authorized to act, in any manner, on their behalf. In all events, the CRA shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Grant Agreement.

9. **Applicable Law/Notice.**

(a) This grant award and the attachments hereto shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions.

(b) All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To The Diamond Square CRA:

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

TO THE GRANTEE:

Virgie Prude

536 South Varr St

Cocoa, FL 32922

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

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

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

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

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

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

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by **Stockton Whitten**, City Manager, City of Cocoa and the Diamond Square Community Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and who is personally known to me and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Virgie Prude</u> Title: <u>Homeowner,</u> <u>536 South Varr St, Cocoa, FL</u>
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the foregoing instrument and acknowledged before me that he/she executed the same for the uses and purposes therein expressed and who is personally known to me or who has produced as identification and who did not take an oath.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

536 South Varr Street _____, Cocoa, FL 32922

Owner Name: Virgie Prude _____

EXHIBIT B

GRANT DESCRIPTION

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

Items Included in this Grant:

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

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

Total: \$ _____



Legislation Details (With Text)

File #: 21-778 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 11/22/2021 **In control:** Diamond Square RDA
On agenda: 12/13/2021 **Final action:**
Title: Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2022.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Memo Date: November 22, 2021
Agenda Date: December 13, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2022.

BACKGROUND:

The Diamond Square CRA meets on the 3rd Monday of the month at 6:00 pm. During the months of January and February, the 3rd Monday falls on a Holiday, and therefore, the schedule has been adjusted to have one meeting that falls in between those two dates.

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY 2022 MEETING SCHEDULE

JANUARY	31	6:00 PM	MONDAY
FEBRUARY	NO MTG	6:00 PM	MONDAY
MARCH	21	6:00 PM	MONDAY
APRIL	18	6:00 PM	MONDAY
MAY	16	6:00 PM	MONDAY
JUNE	20	6:00 PM	MONDAY
JULY	18	5:00 PM	TUESDAY
AUGUST	15	6:00 PM	MONDAY
SEPTEMBER	19	5:00 PM	TUESDAY
OCTOBER	17	6:00 PM	MONDAY

NOVEMBER	21	6:00 PM	MONDAY
DECEMBER	19	6:00 PM	MONDAY

Staff requests approval of the 2022 Diamond square CRA Meeting Schedule.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of the Diamond Square CRA Meeting Schedule for 2022.