Agenda
City of Cocoa
Diamond Square Community Redevelopment Agency Regular Meeting

August 18, 2025
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

II. APPROVAL OF AGENDA AND MINUTES

1. Agenda: Regular Meeting of the Diamond Square CRA meeting for August 18, 2025.
2. Minutes: Regular Meeting of the Diamond Square CRA for July 21, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Analysis of the My Community Cares Program Summer 2025 Program Roster and Budget, as directed by the Agency. Agency direction on how to proceed with funding for the program that was completed in June.
2. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed $1,000 for the property located at 611 Washington Avenue, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program Agreement.
3. UpStart Cocoa Forgiveable Loan Application Award - T&K Kreative Kreations

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE - September 15, 2025 at 6:00 PM

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.

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	07/10/2025
Agenda Date:	8/18/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Request Agency Approval of the Agenda from the Diamond Square CRA Regular Meeting on August 18, 2025, either as written or with amendments.

BACKGROUND:
Request Agency Approval of the Agenda from the Diamond Square CRA Regular Meeting on August 18, 2025, either as written or with amendments.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Request Agency Approval of the Agenda from the Diamond Square CRA Regular Meeting on August 18, 2025, either as written or with amendments.

DIAMOND SQUARE
REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Crystal McQueen
Vice Chairperson

Larry Brown
Board Member
*(Appointed by Brevard County)

Brenda Fox
Board Member

Jackie Isom
Board Member

Angelia Smith
Board Member

Marilyn Smith
Board Member

DATE: Monday, August 18, 2025
TIME: 6:00 p.m.

Location: Council Chambers
City Hall
65 Stone Street

I. CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES

AGENDA: Regular Meeting of August 18, 2025
MINUTES: Minutes of the Regular Meeting of July 21, 2025

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Analysis of the My Community Cares Program Summer 2025 Program Roster and Budget, as directed by the Agency. Agency direction on how to proceed with funding for the program that was completed in June.
2. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed $1,000 for the property located at 611 Washington Avenue, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program Agreement.
3. UpStart Cocoa Forgivable Loan Application Award – T&K Kreative Kreations.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE
The next meeting of the Diamond Square Community Redevelopment Agency is Monday, September 15, 2025, at 6:00 PM. The meeting will be held at the Dr. Joe Lee Smith Community Center, located at 415 Stone Street, Cocoa, FL 32922.

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.

MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
REGULAR MEETING
July 21, 2025

The Regular Meeting of the Diamond Square Community Redevelopment Agency was held on July 21, 2025, at the City of Cocoa, City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. **Call to Order**

Vice Chairperson McQueen called the meeting to order at 6:00 pm.

Invocation: Agency Member Fox provided the invocation.

Pledge of Allegiance: Vice Chairperson McQueen led the Pledge of Allegiance to the flag of the United States of America.

ROLL CALL:

Tracy A. Moore	Chairperson
Crystal McQueen	Vice Chairperson
Larry Brown	Agency Member
Brenda Fox	Agency Member
Jackie Isom	Agency Member
Angelia Smith	Agency Member
Marilyn Smith	Agency Member
Joseph Colombo	Agency Attorney
Peyton Fink	Recording Secretary

PRESENT:

Tracy A. Moore	Chairperson – via phone
Crystal McQueen	Vice Chairperson
Larry Brown	Agency Member
Brenda Fox	Agency Member
Jackie Isom	Agency Member
Angelia Smith	Agency Member
Marilyn Smith	Agency Member
Joseph Colombo	Agency Attorney
Peyton Fink	Recording Secretary

ABSENT: None

STAFF PRESENT:

Community Services Director NEUTERMAN and Community Service Manager JUSTINIANO were all present.

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

AGENDA:

Agenda **-** Regular Meeting of July 21, 2025.

***MOTION by Vice Chairperson McQueen; SECONDED by Agency Member Brown; to approve the Agenda for the Regular Meeting of July 21, 2025, either as written or with amendments.**

AYES: MOORE, MCQUEEN, BROWN, FOX, ISOM, A. SMITH, M. SMITH.

MOTION PASSED UNANIMOUSLY (7-0)

MINUTES:

Regular Meeting of June 16, 2025

***MOTION by Agency Member Brown; SECONDED by Agency Member Isom; to approve the Minutes for the above minutes as written or with amendments.**

AYES: MOORE, MCQUEEN, BROWN, FOX, ISOM, A. SMITH, M. SMITH.

MOTION PASSED UNANIMOUSLY (7-0)

III. **Delegations**:

IV. **Presentations**:

V. **Action Items:**

1. Agency direction on the additional support for the Diamond Square Initiative Grant program applicant, My Community Cares, for an amount directed by the Agency not to exceed $10,000.

The Diamond Square Program Initiative was approved by the Agency during the FY2025 Budget Preparation/Approval. It was opened to the public for applications. Two proposals were received by the published deadline. Sherry Amos' "Summer Enrichment Program" at the Learning & Achievement Academy in Diamond Square submitted a proposal, requesting $10,000 for the summer program. Pastor Jarvis Wash submitted a proposal for the "My Community Cares Program - A Special Place for Our Teens" in Diamond Square, requesting $10,000 for the summer program.

Director Neuterman started off by discussing the action item and reminded the board that at the last meeting this current action item was presented, but it was decided that it should be tabled until additional information could be provided. Agency had specifically requested additional current support letters which we received three of. Director Neuterman then went on to explain that out of the 60 participants requested for the grant, only 16 are eligible. Staff are requesting that the agency determine whether to award an amount to My Community Cares Program – A Special Place for Our Teens, they are eligible based on all documentation received. Director Neuterman stated that there is a short video that shows the activities of the organization. Before the video is played, Vice Chairperson McQueen asked that Pastor Wash step up to the podium. Upon doing so he states that this is not the correct video and that another one should have been sent over. Since this was the video that was sent over though, it was played. After watching the video Vice Chairperson McQueen opens the floor up to any questions. Agency Member Brown asks the Vice Chairperson about the gap in either May or June due to Parks and Recreation being closed to which Pastor Wash responds that it was because of a special election which he did not know about prior to a Diamond Square meeting. Agency Member Brown then asks Pastor Wash how much Parks and Rec charged every week for the kids. Pastor Jarvis said about $75 a kid not including field trips, he believes that this is the correct amount but states that he could be off. Agency member Brown responded that it is actually $104 a week, and Diamond Square residents get it half off. However, If you get a reduced or free lunch you pay another percentage.

Agency member Brown makes motion for $104 a week for each kid, which is $208 times 16 kids for Diamond Square. Member Smith asks to make a comment, but she is reminded to recuse herself by Director Neuterman. Pastor Jarvis asks to speak and points out again that this is not the correct video, and the initial pricing is off because their budget has changed due to various churches letting them use their vans for four fieldtrips in two weeks. He then states that the list of kids has increased, and he does not know how it has gone from 23 kids at the last meeting to 16 kids right now. Director Neuterman responded to this by stating that she verified the lists that were sent in and after checking the addresses, only 16 of them were in the Diamond Square area. Pastor Jarvis then said that due to the event already being over and the money being spent he is fine with whatever the board decides.

Member Brown then withdraws his motion and makes a new one to award My Community Cares Program – A Special Place for Our Teens $5,000. This motion is seconded by Vice Chairperson McQueen. Chairperson Moore replies to this motion by sharing that she disagrees with the amount proposed ($5,000) as it is much higher than the 26%, they usually give out. She believes it should be contingent with the percentage of children who benefit from the program. She also does not want to set a precedent where half of the money for a grant is given out just because we have it. She understands the gap as well as the percentage and since only 16 kids qualify, she suggests we give $2500 which would also set a precedent. Chairperson Moore then asked if this would come out of contingency since this money has been utilized in this category already. To which Director Neuterman replied that whatever amount is decided tonight she will have to come back to the next meeting with the agency with an adjusted budget to amend the budget and to move that money out of contingency for expenditure. The Chairperson responded that she wanted to put that on the table for everyone to think about. Agency Member Isom then asked Pastor Jarvis if there is some sort of traveling fee. To which Pastor Jarvis responded yes, and it is in kind for $500 which went towards gas. Member Isom then directed a question towards the Chairperson, which was if her calculations included traveling and the number of kids. To which the Chairperson responded and said that the $10,000 is the maximum so if we look at the number of children affected and the amount of money we have it is most fair to do it in the way of the percentage. She also points out that there is really no way to go dollar for dollar. Vice Chairperson McQueen then asks Chairperson Moore if she charged the 16 kids per dollar in her calculations and what her formula is. Chairperson Moore says in that category we have $4000, but we need to look at percentages and who we have in that program, so when you look at the names and location there are not as many kids but now there are 5 other kids that Pastor Jarvis wants to add. So, the 26% by $10,000 is where the Chairperson is coming from. Director Neuterman then shares that she has received an updated roster and budget and now there are only 13 youth not including 4 volunteers who are in Diamond Square CRA. She then states that it is up to the agency because there is a discrepancy due to the roster and budget change. Since numbers do not tie, she does not know an accurate amount, but there is a total of 17 people. Pastor Jarvis responded by saying he just added 4 people, and he did what was asked of him at the last meeting which was to get kids from Diamond Square and get a dollar per kid. He stated that all he did was add 4 kids, three of which live in one house and one around the block. He also said that he did explain the discrepancies in the budget, as he paid for gas which is $500 for four field trips with six church vans. Member Smith then stated that she likes the idea of the formula as they are dipping more into the contingency funds. Vice Chairperson McQueen appreciates her for saying that and asked the staff if the board makes a motion with the discrepancy. Director Neuterman then explained that the motion is still up for $5,000 and it has been seconded so it is up to them to vote on it. If the vote is negative then another motion will have to be made, but first a call to order will need to take place and the agency will need to vote on the initial $5,000.

Agency Member Brown withdraws motion, states he did his own formula, and his number is $3,536 while Chairperson Moore's is $2,500. The Chairperson then asks Agency Member Brown what his calculation is, which he breaks down by saying that he was filling in the gap so $104 a week, to which the Chairperson interjects and states that she now knows how he got his number. Agency Member Isom asks if this will be calculated from now on? Director Neuterman replied that the proposal will have to detail it, so we can do that next year moving forward. The Chairperson asked if the formula was $104 x 17 x 2 to which Director Neuterman answered by saying that it was two weeks at $104 which is 208 multiplied by 17 which is the $3,536 that Agency Member Brown calculated had the kids attended the camp at the Dr. Joe Lee Smith Center. The Chairperson then stated that we do need to decide and look at how much we have and see if it comes out of contingency. She elaborated on this by saying that we need to make sure we have the money, or we will be opening the door to other possibilities. This is however an unusual situation she added. She also asked if they pay less if they are in Diamond Square to which Member Brown states yes if in Diamond Square it is 50 percent. Chairperson Moore asks if that was taken into calculation, Brown states no and it would affect the number. Chairperson Moore finishes by saying that it is up to the board.

Member Brown makes a motion and asks if this would be reimbursement, not a grant, to which Neuterman answers by explaining that it will be treated like the Leaning Achievement Academy and they will need to submit receipts for expenditures so a reimbursement can be prepared. The Agency Attorney says that this unusual scenario does not create precedent. So, this will not create a precedent where the calculation can be used every year, McQueen then asks the staff if the board agrees to the $3,536 what that leaves for contingency? Director Neuterman shares that there is approximately $100,000 in contingency so there would be $3,500 less so roughly $96,000 left. Agency Member Brown then shares his calculation is $1,768 for the Diamond Square portion, so he makes a motion to approve for $2500. Pastor Jarvis asks to speak before the motion is made and states that he double checked and that is the same list with 4 more kids, and he can come back next month. Pastor Jarvis and Director Neuterman then begin discussing the lists and the different numbers that they have. The Agency Attorney then interjects, asking if the motion can be postponed to the next Diamond Square meeting or whatever time Director Neuterman suggests. Agency Member Brown makes motion to table which Agency Member Isom seconds, there are six ayes and the motion carries.

***MOTION to table the item by Agency Member Brown; seconded by Agency Member Isom.**

AYES: MOORE, MCQUEEN, BROWN, FOX, ISOM, A. SMITH.

MOTION PASSED (6-0)

VI. **Attorney's Report**: None.

VII. **Updates and Staff Report:**

1. Director Neuterman shares that the Florida CRA conference is October 14-17 and asks for a show of hands of who is attending: Agency Members Brown, Smith, Isom and Fox raise their hands. Chairperson Moore, who is on the phone, also states that she is interested in attending. After making a note of who is interested in attending, Director Neuterman says that reservations will be made.

VIII. **Next Meeting Date**:

The next regularly scheduled meeting of the **Diamond Square Community Redevelopment Agency** will be on **Monday, August 18, 2025,** at **6:00 pm** at the City of Cocoa, City Hall, 65 Stone Street, Cocoa, FL, unless a business need arises earlier.

IX. **Adjournment**

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

AYES: MOORE, MCQUEEN, BROWN, FOX, ISOM, A. SMITH, M. SMITH.

MOTION PASSED UNANIMOUSLY (7-0)

THE MEETING WAS ADJOURNED at 6:40pm.

____
Tracy Moore, Chairperson

Respectfully Submitted by:

____
Peyton Fink, Recording Secretary

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	07/24/2025
Agenda Date:	8/18/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Analysis of the My Community Cares Program Summer 2025 Program Roster and Budget, as directed by the Agency. Agency direction on how to proceed with funding for the program that was completed in June.

BACKGROUND:

At the July 21, 2025 meeting, the board was unable to come up with a definitive amount to give to the program, so the motion to award an amount to the My Community Cares Program -A Special Place for Our Teens (SPOT) was tabled until the next meeting (August 18, 2025).

Staff prepared an analysis for the Agency to determine how to proceed with funding for the program.

- **My Community Cares Program - A Special Place for Our Teens (SPOT)**
    - Program ran from June 2 - June 13
    - Budget - $28,000
    - Program - provides recreational and a place for youth in DSCRA (needed due to Dr. Joe Lee Smith Center being closed for special election early voting)
    - Request - $10,000
    - Number of Participants - 58
    - Number of Participants from Diamond Square - 16 (27.59% of the total number of participants)
    - Updated Support Letters received 7/14/25 (3 total letters)

- **Background**

During the June 16, 2025 Diamond Square CRA meeting, Staff received the roster and budget for the summer 2025 program hosted by My Community Cares Program - A Special Place for Our Teens (SPOT), which shall be referred to as the "Original."

At the subsequent meeting held on July 21, 2025, Staff received an updated roster and budget for the program. Pastor Jarvis Wash confirmed that these updated documents represent the accurate and final versions. Accordingly, this set shall be referred to as the "Final."

Upon review, Staff identified discrepancies between the Original and Final submissions, including differences in participant names, addresses, and budget amounts. Due to these inconsistencies, the Action Item was tabled for further review and scheduled to be discussed during the August 18, 2025 meeting. This allowed Staff time to conduct a detailed comparison of both versions.

- **Findings**

The Original listed 60 participants; however, upon review, it was determined that two names were duplicated, resulting in the actual number of participants to be 58. Of these, 16 are from Diamond Square, representing 27.59% of the total group. Based on the allocated budget of
$28,000, the cost per participant amounts to $482.76, bringing the total budget allocation for Diamond Square participants to $7,724.16.

The Final also included 60 participants, containing the same duplicated names as the Original, resulting in the actual number of participants to be 58. Of these, 13 are from Diamond Square, representing 22.41 % of the total group. Based on the allocated budget of $18,000, the cost per participant amounts to $310.34, bringing the total budget allocation for Diamond Square participants to $4,034.42.

There were four Youth Workers listed additionally on the Final roster. Although all four are from Diamond Square, the "Fill in the Gap" Budget allocated $4,500 for a total of nine Youth Counselors. As a result, the Youth Workers listed on the Final roster were excluded from the participant cost calculations.

Should the Agency approve funding, Staff will need to return to the Agency at the next available meeting to make an amendment to the FY2025 Budget to cover the expenses approved. Staff requests direction from the Agency on funding this project.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
No budgetary impact at the time.

PREVIOUS ACTION:
At the June 16, 2025 meeting, the board was unable to determine an award amount and directed Staff to return with more information at the July 21, 2025 meeting.
At the July 21, 2025 meeting, the board was unable to come up with a definitive amount to give to the program, so the motion to award an amount to the My Community Cares Program -A Special Place for Our Teens (SPOT) was tabled until the next meeting (August 18, 2025).

RECOMMENDED MOTION:

Analysis of the My Community Cares Program Summer 2025 Program Roster and Budget, as directed by the Agency. Agency direction on how to proceed with funding for the program that was completed in June.

Building Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8501
building@cocoafl.gov
www.CocoaFL.gov

Staff Report
My Community Cares Program Summer 2025 Program Roster

July 23, 2025

Prepared By: Jennifer Justiniano, Community Services Manager
Through: Charlene Neuterman, Community Services Director

BACKGROUND:

During the June 16, 2025 Diamond Square CRA meeting, Staff received the roster and budget for the summer 2025 program hosted by My Community Cares Program – A Special Place for Our Teens (SPOT), which shall be referred to as the "Original."

At the subsequent meeting held on July 21, 2025, Staff received an updated roster and budget for the program. Pastor Jarvis Wash confirmed that these updated documents represent the accurate and final versions. Accordingly, this set shall be referred to as the "Final."

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FINDINGS:

The Original listed 60 participants; however, upon review, it was determined that two names were duplicated, resulting in the actual number of participants to be 58. Of these, 16 are from Diamond Square, representing 27.59% of the total group. Based on the allocated budget of $28,000, the cost per participant amounts to $482.76, bringing the total budget allocation for Diamond Square participants to $7,724.16.

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"original"

First Name	Last Name	Email	Street	City	State	Zip	Mobile Phone	Grade Entering	Parent/Guardian
~~Kodi Kingston~~	~~Coles~~	~~kodicoles@gmail.com~~	~~529 Forest Trace Cir~~	~~Titusville~~	~~FL~~	~~32780~~	~~(386) 984-9891~~	~~6th~~	~~Kodi Coles~~
~~Trevis~~	~~Graves~~	~~myag9309@gmail.com~~	~~3206 s Hopkins ave apt 215~~	~~Titusville~~	~~FL~~	~~32789~~	~~(321) 390-3765~~	~~4~~	~~Jessica parker~~
Jayla	Perkins	charlotte.perkins@gmail.com	1048 Fern Ave	Cocoa	FL	32922	(321) 446-7538	6th	Valencia Perkins
Londyn	Timpson	vjpsaunders@gmail.com	1048 Fern ~~St.~~ Ave	Cocoa	FL	32922	(321) 446-7538	1st Grade	Valencia Perkins
Essie	Jones	takirriaj123@aol.com	405 N. Fiske Blvd	Cocoa	FL	32922	(321) 467-9001	3rd	Takirria Jones
~~Kaniyah~~	~~Collier~~	~~khiannacohen14@gmail.com~~	~~1703 Mission Bay Cir~~	~~Rockledge~~	~~FL~~	~~32922~~	~~(321) 594-0520~~	~~6~~	~~Khianna cohen~~
Kharley	Stevenson	khiannacohen14@gmail.com	806 Washington ave	Cocoa	FL	32922	(321) 594-0520	3	Khianna cohen
Kaiden	Seo	nikeiyamccray@yahoo.com	707 s varr ave	Cocoa	FL	32922	(321) 365-8922	2nd	MercedesJ ones
Kaison	Seo	nikeiyamccray@yahoo.com	707 s varr ave	Cocoa	FL	32922	(321) 365-8922	2nd	MercedesJ ones
Kaidyn	Wallace	shetoriazjana@yahoo.com	816 S Wilson Ave	Cocoa	FL	32922	(321) 682-8026	5	Shetoria Graves
Jeramiyah	Filipe	denedragoolsby@yahoo.com	226 st Clair dr	Cocoa	FL	32922	(321) 432-6405	4th	Denedra goolsby
Jordan	Filipe	denedragoolsby@yahoo.com	226 st Clair dr	Cocoa	FL	32922	(321) 432-6405	4th	Denedra goolsby
Jeremiah	Hadley	madeaway1k@gmail.com	707 s varr ave	Cocoa	FL	32922	(832) 334-1095	5th	Shaquille jones
Aaron	Calhoun	Aaronjrcalhoun469@gmail.com	338 Bay Avenue	Cocoa	FL	32922	(321) 872-5281	3	Mandi Greaves
Amaya	Swint	lorel.swint@yahoo.com	1115 School St	Cocoa	FL	32922	(321) 213-4200	5	Lore'l Swint
Reina	Wright	lorel.swint@yahoo.com	1115 School St	Cocoa	FL	32922	(321) 213-4200	1	Lore'l Swint
Jay'Ceion	Thomas	mishat250@gmail.com	338 Bay Ave Apt B	Cocoa	FL	32922	(321) 759-8569	4	Kamisha Thomas
Leilani	Thomas	mishat250@gmail.com	338 Bay Ave Apt B	Cocoa	FL	32922	(321) 759-8569	1	Kamisha Thomas

9 DS
18 total

9 Pl

First Name	Last Name	Email	Street	City	State	Zip	Mobile Phone	Grade Entering	Parent/Guardian
Eternity	Rachel	godfreygonzalesshantegra@gmail.com	1227 C St No such street, address	Cocoa	FL	32922	(321) 353-9509	5th	Shantegra Gonzales
Eliza	Gonzales	godfreygonzalesshantegra@gmail.com	1227 C St	Cocoa	FL	32922	(321) 353-9509	1st	Shantegra Gonzales
Jayceon	Rogers	jasmine.simpson28@yahoo.com	1627 flower mound lane a	Cocoa	FL	32922	(321) 216-7385	5th	Jasmine Simpson
Malani	Reese	tiffanylsmith0508@gmail.com	800 North Fiske Apt 414	Cocoa	FL	32922	(321) 480-5535	5	Tiffany Smith
Paris	Scott	shiantiscott1987@gmail.com	618 Johnson st	Cocoa	FL	32922	(910) 670-8576	6	Shianti Scott
Patience	Scott	shiantiscott1987@gmail.com	618 Johnson st	Cocoa	FL	32922	(910) 670-8576	4	Shianti Scott
Olivia	Price	oliviag.p.1112@gmail.com	312 Edinburgh drive	Cocoa	FL	32922	(321) 890-3832	Fourth grade	Victor Price
Kyson	Osborne	khiannacohen14@gmail.com	806 Washington ave	Cocoa	FL	32922	(321) 594-0520	2	Keavin
Kali	Hall	hall.cindymarie@gmail.com	611 Whaley street	Cocoa	FL	32922	(321) 423-0945	1st	Cindy Hall
Jaylen	Stallings	kikiross1113@gmail.com	806 Washington ave	Cocoa	FL	32922	(321) 594-0520	6	Khianna cohen
Imoni	Hale	kikiross1113@gmail.com	806 Washington ave	Cocoa	FL	32922	(321) 594-0520	3rd	Khianna cohen
Trinice	Taylor	leverickt@gmail.com	811 Barbara Jenkins St	Cocoa	FL	32922	(321) 795-9703	6th	Leverick Taylor
Alaina	Waller	duplicate from P2 moreisha810@yahoo.com	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	4th	Virginia Nelson
Aliyah	Davis	duplicate from P3 moreisha810@yahoo.com	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	2nd	Virginia Nelson
kentorion	varner	tashia728@gmail.com	1626 fay st	cocoa	FL	32926	(407) 556-4295	2	Kenneth Varner
Jalen	Brown	jalen_brown@aol.com	2127 Amalfi Dr	Cocoa	FL	32926	(321) 424-1545	1st	Jalen Brown
Armani	Stevens	jalen_brown@aol.com	2127 Amalfi Dr	Cocoa	FL	32926	(321) 424-1545	3rd	Jalen Brown
Alaina	Waller	moreisha810@yahoo.com	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	4th	Virginia Nelson

7 DS
18 total → subtracting duplicates → 7 DS
16 total

7 P2

First Name	Last Name	Email	Street	City	State	Zip	Mobile Phone	Grade Entering	Parent/Guardian
Aliyah	Davis	moreisha810@yahoo.com	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	2nd	Virginia Nelson
Keivionna	Mohorn	holstonk27@gmail.com	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	9	Kiara Holston
Kevin	Mohorn	holstonk27@gmail.com	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	10	Kiara Holston
Takariah	Boyd	holstonk27@gmail.com	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	4	Kiara Holston
Makayla	Robinson	mooremarkisha94@gmail.com	3635 Atlanta street	Cocoa	FL	32926	(321) 205-4478	1	Markisha Moore
Mikayla	Francis	marciamccarthy2015@gmail.com	6130 Balboa Street	Cocoa	FL	32927	(321) 514-1745	6	Marcia McCarthy
Journee	Hardy	loyalty365.tn@gmail.com	4125 song dr	Cocoa	FL	32927	(904) 599-4393	4	Tiffany Niblack
Nova	Cobb	beatriceweaver51@gmail.com	6790 Haddington Drive	Cocoa	FL	32927	(321) 423-3991	3rd	Beatrice Weaver
Aiden	Bradford	quinnshawanda@gmail.com	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	5th	Shawanda Quinn
Shatara	Bradford	quinnshawanda@gmail.com	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	2nd	Shawanda Quinn
Jeremiah	Brown	quinnshawanda@gmail.com	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	2nd	Shawanda Quinn
Johntavious	Cannon	tremecebray@gmail.com	973 Kaufman st	Cocoa	FL	32927	(321) 501-0492	5th	Tashemia bray
Kiori	Quinn	hishelp247@yahoo.com	4125 song drive	Cocoa	FL	32927	(321) 795-1704	Kindergarten	Marie Johnson
Malachi	Johnson	yarboroughalexis98@gmail.com	1165 Jordan Rd. G2	Merritt Isla	FL	32953	(321) 493-2864	2nd Grade	Alexis Yarborough
Nova	Johnson	yarboroughalexis98@gmail.com	1165 Jordan Rd. G2	Merritt Isla	FL	32953	(321) 493-2864	1st Grade	Alexis Yarborough
Christopher	Drake	lpn2016@yahoo.com	3085 sea gate cir	Merritt isla	FL	32953	(321) 271-4759	2 nd	Lashonda Drake
Prince	Joseph	kakamarcya@gmail.com	1165 jordan rd I4	Merrit islar	FL	32953	(386) 517-4742	1st grade	Marcelline yapara
Joeshawn	Harley	smithsophia338@gmail.com	1294 Robbinswood dr	Rockledge	FL	32955	(321) 458-1950	5th	Sophia smith

0 DS
18 total

P3

First Name	Last Name	Email	Street	City	State	Zip	Mobile Phone	Grade Entering	Parent/Guardian
Lovelle	Martin	lovellemartin1985@gmail.com	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	6	Lovelle Martin
Ashton	Martin	lovellemartin1985@gmail.com	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	4	Lovelle Martin
Kirsten	Martin	lovellemartin1985@gmail.com	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	2	Lovelle Martin
Damonie	Strozier	rnmerritt3@yahoo.com	1022 Bernice Road	Rockledge	FL	32955	(321) 223-5838	3	Rene Merritt
Constantine	Pratt	elena.pratt@yahoo.com	1003 s fiske blvd	rockledge	FL	32955	(321) 458-7467	3rd grade	Elena Pratt and James
Amaya	Jackson	a12xmel@gmail.com	A12xmel@gmail.com	Rockledge	FL	32956	(407) 868-0012	1st	Jamel Jackson

0 DS
6 total

P4

DESCRIPTION	AMOUNT
Transportation	$3,000
Staff	$14,400
Rent	$2,000
Admin	$6,000
Incidentals	$2,600
TOTAL	$28,000 -Budget

based on this budget, each kid's cost total was $482.76

DS total $7,724.16

60 ~~66~~ – Kids

16 ~~28-30~~ – Diamond Square

Total kids

P1 - 18
P2 - 16
P3 - 18
P4 - 6

58 kids

DS kids

P1 - 9
P2 - 7
P3 - 0
P4 - 0

16 DS kids

16 DS kids of 58 kids total = 27.59%

Received 7/21/25 "Final"

B

First Name	Last Name	Street	City	State	Zip	Mobile Phone	Grade Entering	Parent/Guardian Name
Kodi Kingstor	Coles	529 Forest Trace Cir	Titusville	FL	32780	(386) 984-9891	6th	Kodi Coles
Trevis	Graves	3206 s Hopkins ave apt 215	Titusville	FL	32789	(321) 390-3765	4	Jessica parker
Aaron	Calhoun	338 Bay Avenue	Cocoa	FL	32922	(321) 872-5281	3	Mandi Greaves Reec
Amaya	Swint	1115 School St	Cocoa	FL	32922	(321) 213-4200	5	Lore'l Swint
Carson	Thompson	338 Bay Ave Apt B	Cocoa	FL	32922	(321) 759-8569	1	Kamisha Thomas
Eliza	Gonzales	1227 C St	Cocoa	FL	32922	(321) 353-9509	1st	Shantegra Gonzales
Essie	Jones	405 N. Fiske Blvd	Cocoa	FL	32922	(321) 467-9001	3rd	Takirria Jones
Eternity	Rachel	1227 C St	Cocoa	FL	32922	(321) 353-9509	5th	Shantegra Gonzales
Jay'Ceion	Thomas	338 Bay Ave Apt B	Cocoa	FL	32922	(321) 759-8569	4	Kamisha Thomas
Jayceon	Rogers	627 flower mound lane apt.	Cocoa	FL	32922	(321) 216-7385	5th	Jasmine Simpson
Jayla	Perkins	1048 Fern Ave	Cocoa	FL	32922	(321) 482-9244	6th	Valencia Perkins
Jaylen	Stallings	806 Washington ave	Cocoa	FL	32922	3215940820	K	Kiki Ross
Jeramiyah	Filipe	226 st Clair dr	Cocoa	FL	32922	(321) 432-6405	4th	Denedra goolsby
Jeremiah	Hadley	707 s varr ave	Cocoa	FL	32922	(832) 334-1095	5th	Shaquille jones
Jordan	Filipe	226 st Clair dr	Cocoa	FL	32922	(321) 432-6405	4th	Denedra goolsby
Kaiden	Seo	707 s varr ave	Cocoa	FL	32922	(321) 365-8922	2nd	MercedesJones
Kaidyn	Wallace	816 S Wilson Ave	Cocoa	FL	32922	(321) 682-8026	5	Shetoria Graves
Kaison	Seo	707 s varr ave	Cocoa	FL	32922	(321) 365-8922	2nd	MercedesJones
Kaniyah	Collier	1703 Mission Bay Cir	Rockledge	FL	32922	(321) 594-0520	6	Khianna cohen
Kharley	Stevenson	806 Washington ave	Cocoa	FL	32922	(321) 594-0520	3	Khianna cohen
Leilani	Thomas	338 Bay Ave Apt B	Cocoa	FL	32922	(321) 759-8569	1	Kamisha Thomas
Londyn	Timpson	1048 Fern St.	Cocoa	FL	32922	(321) 446-7538	1	Valencia Perkins
Malani	Reese	800 North Fiske Apt 414	Cocoa	FL	32922	(321) 480-5535	5	Tiffany Smith
Olivia	Price	312 Edinburgh drive	Cocoa	FL	32922	(321) 890-3832	4	Victor Price
Paris	Scott	618 Johnson st	Cocoa	FL	32922	(910) 670-8576	6	Shianti Scott

10 DS
25 total

P1

Patience	Scott	618 Johnson st	Cocoa	FL	32922	(910) 670-8576	4	Shianti Scott
Reina	Wright	1115 School St	Cocoa	FL	32922	(321) 213-4200	1	Lore'l Swint
Imoni	Hale	806 Washington ave	Cocoa	FL	32922	321-594-0820	2	Kiki Ross
Kuali	Dental	4025 East Railroad Ave	Cocoa	FL	32924	321-607-2329	K	Danesia Griffin
Alaina	Waller	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	4th	Virginia Nelson
~~Alaina~~	Waller duplicate	~~5154 Brilliance Cir~~	~~Cocoa~~	~~FL~~	~~32926~~	~~(386) 848-2411~~	~~4th~~	~~Virginia Nelson~~
Aliyah	Davis	5154 Brilliance Cir	Cocoa	FL	32926	(386) 848-2411	2nd	Virginia Nelson
~~Aliyah~~	Davis duplicate	~~5154 Brilliance Cir~~	~~Cocoa~~	~~FL~~	~~32926~~	~~(386) 848-2411~~	~~2nd~~	~~Virginia Nelson~~
Armani	Stevens	2127 Amalfi Dr	Cocoa	FL	32926	(321) 424-1545	3rd	Jalen Brown
Jalen	Brown	2127 Amalfi Dr	Cocoa	FL	32926	(321) 424-1545	1st	Jalen Brown
Karon	Parks	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	4	Kiara Holston
Keivionna	Mohorn	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	9	Kiara Holston
kentorion	varner	1626 fay st	cocoa	FL	32926	(407) 556-4295	2	Kenneth Varner
Kevin	Mohorn	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	10	Kiara Holston
Takariah	Boyd	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	4	Kiara Holston
Tayvion	Boyd	4008 lake cir	Cocoa	FL	32926	(321) 512-2587	4	Kiara Holston
Aiden	Bradford	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	5th	Shawanda Quinn
Jeremiah	Brown	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	2nd	Shawanda Quinn
Johntavious	Cannon	973 Kaufman st	Cocoa	FL	32927	(321) 501-0492	5th	Tashemia bray
Journee	Hardy	4125 song dr	Cocoa	FL	32927	(904) 599-4393	4	Tiffany Niblack
Kiori	Quinn	4125 song drive	Cocoa	FL	32927	(321) 795-1704	K	Marie Johnson
Mikayla	Francis	6130 Balboa Street	Cocoa	FL	32927	(321) 514-1745	6	Marcia McCarthy
Nova	Cobb	6790 Haddington Drive	Cocoa	FL	32927	(321) 423-3991	3rd	Beatrice Weaver
Shatara	Bradford	4125 Song Dr	Cocoa	FL	32927	(407) 735-0434	2nd	Shawanda Quinn
Christopher	Drake	3085 sea gate cir	lerritt islar	FL	32953	(321) 271-4759	2 nd	Lashonda Drake
Malachi	Johnson	1165 Jordan Rd. G2	lerritt Islar	FL	32953	(321) 493-2864	2	Alexis Yarborough
Nova	Johnson	1165 Jordan Rd. G2	lerritt Islar	FL	32953	(321) 493-2864	1	Alexis Yarborough

3 DS → subtracting duplicates → 3 DS
27 total 25 total

P2

Prince	Joseph	1165 jordan rd I4	Merrit islan	FL	32953	(386) 517-4742	grade	Marcelline yapara
Ashton	Martin	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	4	Lovelle Martin
Constantine	Pratt	1003 s fiske blvd	rockledge	FL	32955	(321) 458-7467	grade	na Pratt and James P
Damonie	Strozier	1022 Bernice Road	Rockledge	FL	32955	(321) 223-5838	3	Rene Merritt
Joeshawn	Harley	1294 Robbinswood dr	Rockledge	FL	32955	(321) 458-1950	5th	Sophia smith
Kirsten	Martin	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	2	Lovelle Martin
Lovelle	Martin	1086 Sangria Circle	Rockledge	FL	32955	(772) 359-4220	6	Lovelle Martin
Amaya	Jackson	A12xmel@gmail.com	Rockledge	FL	32956	(407) 868-0012	1st	Jamel Jackson
Youth Workers								
Jamila	Saunders	1048 Fern Ave	Cocoa	FL	32922	(321) 482-9244	Youth Worker	Valencia Perkins
Ausha	Booker	410 F St.	Cocoa	FL	32922	321-890-6340	Youth Worker	Shon Roberts
Le'Niyjah	Booker	410 F St.	Cocoa	FL	32922	321-890-6340	Youth Worker	Shon Roberts
Amiyah	Booker	410 F St.	Cocoa	FL	32922	321-890-6340	Youth Worker	Shon Roberts

0 DS*

8 total*

* does not include Youth workers

P3

P3 only lists 4 youth workers

MY COMMUNITY CARES "FILL IN THE GAP" BUDGET		
Category	**Item**	**Estimated Annual Cost**
Summer Personnel	7 Sr. Counselors @ 300/weekly	4200
Summer Personnel	9 Youth Counselors @ 250/weekly	4500
Summer Personnel	Volunteer Training & Recognition	500
Material	Activities	1000
Facilities & Operations	Insurance (liability, event)	500
Administration	Marketing & Outreach	1000
Transportation	Fuel	500
In-Kind Contributions	Drivers, Facility/ Volunteers (8) etc...	5800
	Total Estimated Cost	18000

60 Kids/$18,000 = $285.71
4 Youth Counselors

based on this budget, each kid's cost total was $310.34

total kids*

P1 - 25
P2 - 25
P3 - 8

58 kids

DS kids*

P1 - 10
P2 - 3
P3 - 0

13 DS kids

DS total $4,034.42

* does not include 4 youth workers included on P3 that were paid as part of the estimated cost

13 DS kids of 58 kids total = 22.41%

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	07/30/2025
Agenda Date:	8/18/2025
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	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 611 Washington Avenue, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program

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BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) Plan has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove the blighting influences identified in the original "Finding of Necessity" study. Over the past, the City and the CRA have invested substantially in upgrading infrastructure, removing blighted structures, assembling land and funding façade improvements. The Plan update in 2014 was created to build on prior years serving as a guide to implement the community's vision through refocusing on the roles, priorities and connections of the CRA and with other organizations. The update was intended to support desired growth and development in order to stimulate private investment and enhance community identity. The Paint Grant Program has budgeted funds in FY 2025 to award grants throughout the fiscal year. Applications 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 not be named in any outstanding code enforcement liens.

In this case, Myila Young has submitted a Residential Paint Grant application for an amount not to exceed $1,000 for her property located at 611 Washington Avenue, Cocoa, FL 32922. This grant would allow Mrs. Young to make renovations to her house to keep the exterior up to date. The house is 12,000 square feet while the color selection is blue for the walls and white for the trim. Staff request approval of the grant application for an amount not to exceed $1,000.

PRIORITY AREA CONNECTION:

Economic and Community Development
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
111-3230-559.83-00	$1,000 NTE

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

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 611 Washington Avenue, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program

DIAMOND SQUARE
REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM
GUIDELINES AND APPLICATION

1/23/23 Agency approved update

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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.

Homeowner Signature — Date: 06/26/2024

Diamond Square Community Redevelopment Agency Representative — Date: ____________

Paint Grant Program Affidavit:

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

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

Signature of Homeowner 06/26/2024 **Date**

STATE of Florida, COUNTY OF Palm Beach The foregoing instrument was acknowledged before me this 26 day of June, 2024, BY Myila Young who is personally known to me or who has produced N/A as identification.

Notary Public, State of Florida **Affix Stamp:**

HEYDY PENA
Notary Public-State of Florida
Commission # HH 189631
My Commission Expires
October 21, 2025

1/23/23 Agency approved update

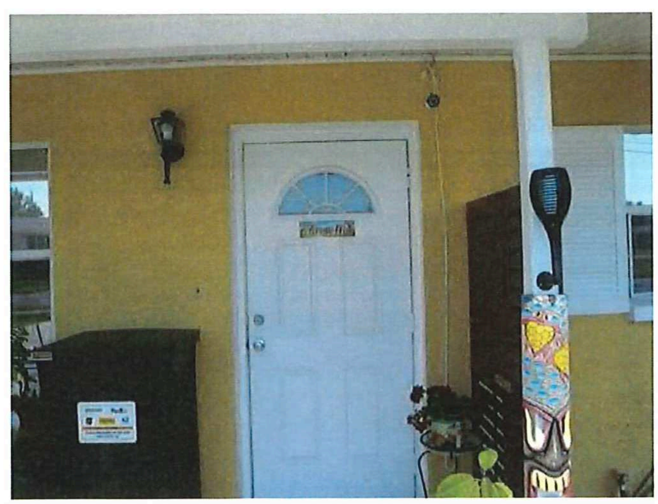
Address

Front

Right

Rear

Left



Not shuttered or labeled as impact rated

Ryan Browne

From:	noreply@civicplus.com
Sent:	Thursday, June 20, 2024 5:19 PM
To:	Ryan Browne
Subject:	Online Form Submittal: Diamond Square Residential Grant Program Application
Follow Up Flag:	Follow up
Due By:	Tuesday, June 25, 2024 4:00 PM
Flag Status:	Flagged

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Diamond Square Residential Grant Program Application

I am interested in:	Paint Grant Program
Do you live in the Diamond Square Community?	Yes
Are you the homeowner?	Yes
Do you currently have any code violations or liens?	No
First Name	Myila
Last Name	Young
Address1	611 WASHINGTON AVE
Address2	*Field not completed.*
City	Cocoa
State	FL
Zip	32922
Phone Number	8644310839
Email address	myilayoung@gmail.com

Account: 2426130

Owners:
YOUNG, MYILA TENNIKA
Wrong ownership? Maybe this is why...

Mail Address:
611 WASHINGTON AVE COCOA FL 32922

Site Address:
611 WASHINGTON ST COCOA FL 32922

Parcel ID:
24-36-33-53-K-7

Taxing District:
23D0 - COCOA

2024 Exemptions:
HEX1 - HOMESTEAD FIRST
HEX2 - HOMESTEAD ADDITIONAL
Wrong exemption? Maybe this is why...

Property Use:
0110 - SINGLE FAMILY RESIDENCE

Total Acres:
0.26

Site Code:
0001 - NO OTHER CODE APPL.

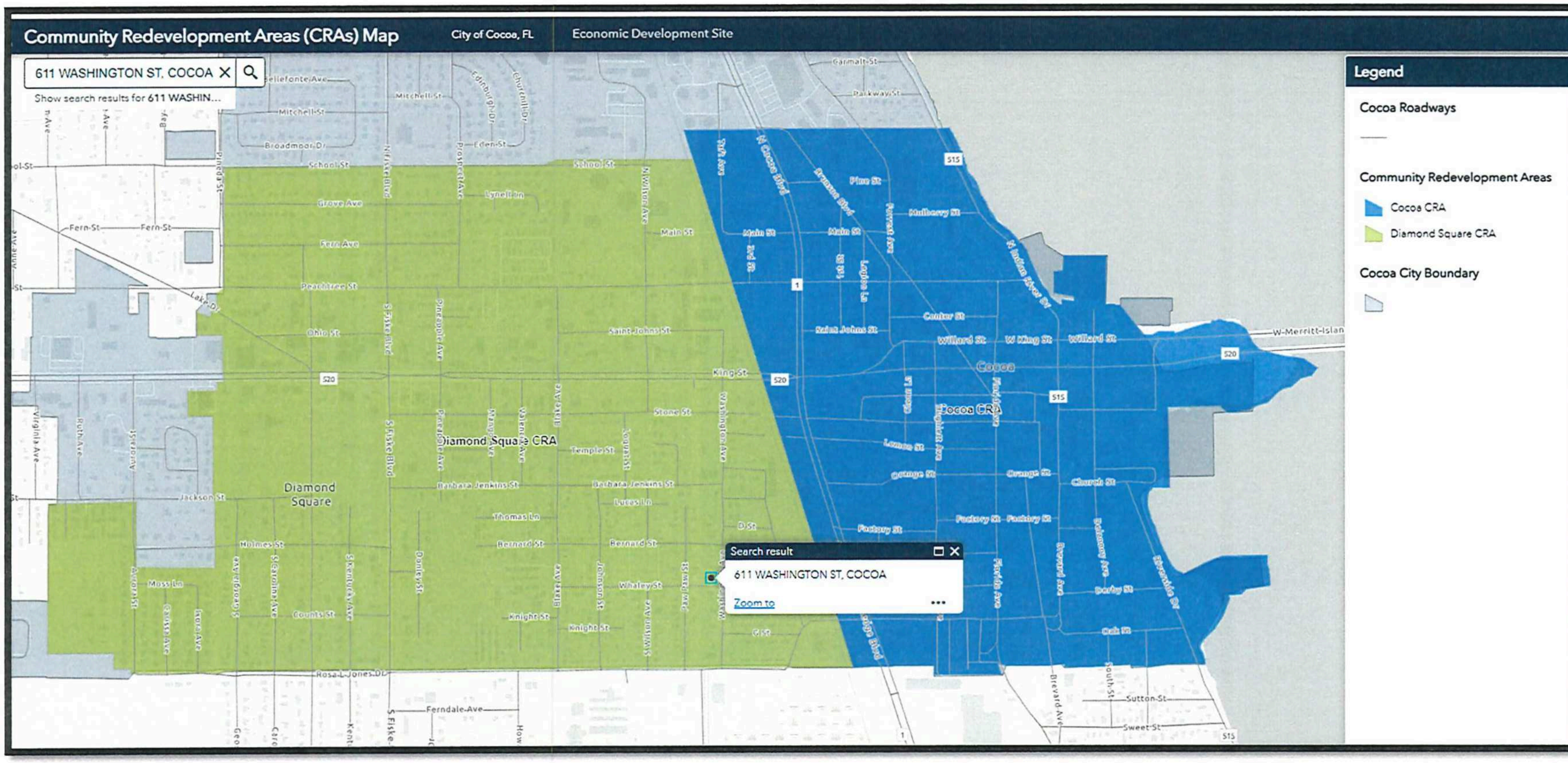
Plat Book/Page:
0000/0000

Subdivision Name:
DAVIDSONS UNRECORDED SUBD

Land Description:
DAVIDSONS UNRECORDED SUBD PART OF NW 1/4 OF SW 1/4 AS DES IN ORB 490 PG 244 KNOWN AS DAVIDSONS UNREC SD LOTS 7,8 BLK K

Value

Category	2024	2023	2022
Market Value:	$165,170	$154,290	$126,600
Agricultural Classified Use Value:	$0	$0	$0
Assessed Value Non-School:	$165,170	$130,390	$126,600
Assessed Value School:	$165,170	$130,390	$126,600
Homestead Exemption:	$25,000	$25,000	$25,000
Additional Homestead:	$25,000	$25,000	$25,000
Other Exemptions:	$0	$50,000	$0



611 Washington Avenue/Street* (disputed)

REAL PROPERTY DETAILS
Account 2426130 - Roll Year 2024

Owners	YOUNG, MYILA TENNIKA
Mailing Address	611 WASHINGTON AVE COCOA FL 32922
Site Address	611 WASHINGTON ST COCOA FL 32922
Parcel ID	24-36-33-53-K-7
Taxing District	23D0 - COCOA
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.26
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	DAVIDSONS UNRECORDED SUBD
Land Description	DAVIDSONS UNRECORDED SUBD PART OF NW 1/4 OF SW 1/4 AS DES IN ORB 490 PG 244 KNOWN AS DAVIDSONS UNREC SD LOTS 7,8 BLK K

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$165,170	$154,290	$126,600
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$165,170	$130,390	$126,600
Assessed Value School	$165,170	$130,390	$126,600
Homestead Exemption	$25,000	$25,000	$25,000
Additional Homestead	$25,000	$25,000	$25,000
Other Exemptions	$0	$50,000	$0
Taxable Value Non-School	$115,170	$80,390	$76,600
Taxable Value School	$140,170	$105,390	$101,600

SALES / TRANSFERS

Date	Price	Type	Instrument
05/05/2023	$230,000	WD	9782/1572
04/28/2021	$135,000	WD	9104/0605
04/02/2010	$13,500	QC	6156/0285
03/09/2010	$31,000	WD	6149/0382
12/01/2009	--	CT	6074/0228
06/09/2006	$70,000	WD	5658/7602
06/06/2006	$12,500	WD	5660/5041
06/06/2006	$12,500	WD	5660/5043
06/02/2006	$12,500	WD	5660/5042
06/02/2006	$12,500	WD	5660/5040

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials

Exterior Wall:	STUCCO , PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ENAMEL METAL
Roof Structure:	HIP/GABLE

Details

Year Built	1964
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas

Base Area (1st)	1,144
Carport	220
Open Porch	56
Utility Room	99
Total Base Area	1,144
Total Sub Area	1,519

Extra Features

No Data Found

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	07/30/2025
Agenda Date:	8/18/2025
Prepared By:	Samantha Senger, Communications & Economic Development Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of a $12,500 Cocoa forgivable loan with T&K Kreative Kreations according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority Small Business Program and approval to reimburse any business related expenses from the last 6 months while the applicant was completing the Ignite 360 program.

BACKGROUND:

In quarter 2 of 2024, the UpStart Review Committee met to discuss submitted applications for the City of Cocoa and Diamond Square UpStart forgivable loan program. Tawana Hawkins was approved to move forward in the process as a recipient of the Diamond Square funds by the UpStart Committee. The first step in the UpStart process requires the awarded applicant to complete the weVENTURE Ignite 360 Business Education and Mentorship program, which she has successfully done.

Ms. Hawkins completed her weVENTURE program with glowing reviews and worked to complete a request for the remaining funds ($12,500.00) as part of the forgivable loan program. In July of 2025, the UpStart Review Committee met and reviewed Ms. Hawkins request for the remainder of the loan funds. The request is below:

Total amount available: $12,500		
Item	**Price**	**Percentage of available funds**
Marketing	$3,125	25%
Inventory	$3,125	25%
City Fees	$1,000	8%
Other expenses approved by weVENTURE	$5,250	42%

Total price	$12,500	100.00%

Recommendation for approval from the UpStart Committee to the Diamond Square Agency is based on the following criteria: estimated cost of the proposed eligible expenses (listed above), strength of the business plan (attached to this agenda item), evaluation of applicant performance in the weVENTURE program, potential economic and fiscal impact of the proposed business on the City of Cocoa and Diamond Square community, location of the proposed business (home based business in Diamond Square), and external funding available to the applicant.

Ms. Hawkins plans to provide the following for her community enrichment component to the program where applicants are required to give back to the community in some way prior to the end of their loan agreement with the City of Cocoa:

- T&K Kreative Kreations will launch an 'Adopt-a-Classroom' program. Each year, the business will adopt one or more local classrooms in the City of Cocoa. The program will include donations of custom-made items such as t-shirts, tote bags, backpacks, or other school supplies for teachers and students. The initiative aims to show appreciation for educators, support classroom needs, and bring joy to students through personalized gifts.

The template agreement has been attached. This agreement will need to be executed with Ms. Hawkins. To expedite the loan process, staff is requesting the authorization of the City Manager to negotiate and execute the loan agreement consistent with the attached Exhibit. Also, staff is requesting approval of any business related expenses that have occurred by the applicant over the past 6 months while completing the Ignite 360 program.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? Yes

Source/Use of Funds
Account Number 111-3230-559.83-11 Amount $12,500

PREVIOUS ACTION:
The Upstart Review Committee has met on several occasions to review this applicant including:

- Q2 2024: Original acceptance into the program

- July 2025: Approve funding plan to be presented for approval to Diamond Square

RECOMMENDED MOTION:

Consideration of a $12,500 Cocoa forgivable loan with T&K Kreative Kreations according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority Small Business Program and approval to reimburse any business related expenses from the last 6 months while the applicant was completing the Ignite 360 program.

Community Enrichment Activity Plan

Adopt-a-Classroom Program

As part of the 25% community give-back requirement for the grant, T&K Kreative Kreations will launch an 'Adopt-a-Classroom' program. Each year, the business will adopt one or more local classrooms in Cocoa, Florida.

The program will include donations of custom-made items such as t-shirts, tote bags, backpacks, or other school supplies for teachers and students. The initiative aims to show appreciation for educators, support classroom needs, and bring joy to students through personalized gifts.

This enrichment activity will be documented through receipts, photos, and testimonials, and will be valued at $3,125 over three years, aligning with the 25% community contribution requirement tied to the $12,500 grant. This program allows T&K Kreative Kreations to positively impact the local education community while showcasing its creativity and dedication to service.

1. Business Overview

Business Name:

T&K Kreative Kreations

Business Address (if applicable):

402 F Street Cocoa, FL 32922

Website / Social Media (if any):

https://t-and-k-kreative-kreations.myshopify.com

Owner(s):

Tawana Hawkins

Business Description:

T&K Kreative Kreations is a custom creations business based in Cocoa, Florida, specializing in handcrafted, personalized items such as t-shirts, tumblers,blankets, keychains, and more. What began as a creative hobby has grown into a small, mama owned business built on passion, quality, and customer connection.

Mission Statement:

At T&K Kreative Kreations our mission is to grow and bring lots of joy to customers through our personalized items that helps them to remember or recreate some of their most special memories. We will build more customer relationships and find ways to help other businesses, rather it’s by making personalized memorial items, t-shirts for work, or for special occasions.

Vision Statement:

I am so happy and grateful now that my business is home based and in the Diamond Square community in Cocoa, FL.

2. Target Market

Who is your ideal customer?

Small businesses, churches, preschools, genders of all ages, family reunions.

What problem does your product/service solve for them?

My products and services creates memories and as a small business we provide these services on time, within the customers budget, and high quality.

How will you reach your target audience?

Social media, pop up shops, visiting local businesses, marketing,advertising, newsletters and bulletins.

3. Products & Services

List your main products or services:

Making customized items such as t-shirts, tumblers, blankets,keychains,backpacks and lunchboxes.

Pricing Strategy:

Reseaching competition prices, offering discounts, bundle Items

Reseaching competition prices, offering discounts, bundle items.

What makes your offerings unique or competitive?

Competitive pricing, customized items,and reasonable turnaround time.

4. Operations Plan

Where will your business operate?

From home. (Diamond Square Cocoa, FL)

Business Hours:

M-F 3pm-8pm Saturday- 11am-3pm Sunday-Closed (Hours may change)

Key Suppliers or Partners:

Ollie&Co, S&S activewear, Navy Federal Credit Union, City of Cocoa.

Licensing, Permits, Insurance Needed:

Everything is up to date and in order .

5. Financial Basics

Start-Up Costs:

Business has been in its startup phase, self-funded with an investment of approximately $5,000 to launch on a small scale. While growth has been limited so far due to the lack of formal planning, I'm now focused on developing a solid

Ongoing Monthly Expenses (estimates):

$210

- Rent:

$0

- Supplies/Inventory:

T-shirts, tumblers, paper of all kinds, blankets, canvas, dtf prints, tote bags.

- Marketing:

Social media, reward programs, word of mouth, emails, texts, build business relationships.

- Utilities:

Water, electricity, gas, wifi, phone

- Other:

N/A

Revenue Goals:

To make at least $500 profit each month starting June 2025.

Funding Source(s):

Grant from the City of Cocoa.

6. Goals

Short-Term Goals (next 3-6 months):

Generate new customer relationships weekly starting 6/4/2025, complete my annual calendar for 2025 by 6/15/2025, and I will continue to grow my customer base.

Long-Term Goals (1-2 years):

I plan to continue operating my home-based business while transitioning to working it full-time, with the goal of increasing my income and expanding my business reach.

Key Milestones to Track Progress:

To build my tracking system, excel spreadsheets, making everything trackable.

7. Support & Resources

Who is on your support team?

WeVenture, Deb, family, friends

What help do you need right now?

Marketing and growing my business. I need to bring in more customers.

UPSTART DIAMOND SQUARE SMALL AND MINORITY BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

T&K Kreative Kreations

This **UPSTART DIAMOND SQUARE SMALL AND MINORITY BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 18th day of August, 2025, by and between the **City of Cocoa**, a Florida municipal corporation, the principal address of which is 65 Stone Street, Cocoa, Florida 32922, (hereinafter referred to as the "City") and **T&K Kreative Kreations,** a Florida Limited Liability Company (hereinafter referred to as "Grantee"), the principal address of which is 402 F Street, Cocoa, FL 32922 (hereinafter singularly referred to by their respective designation contained hereinabove, or as the "Party", and collectively as the "Parties").

RECITALS:

WHEREAS, in an effort to promote the growth of women and minority-owned small businesses (collectively, "Minority-Owned Businesses") throughout the City of Cocoa, the City has adopted and established the Upstart Diamond Square Small and Minority Business Program (hereinafter referred to as the "Program") and the governing Upstart Diamond Square Small and Minority Business Program Policy (hereinafter referred to as the "Policy"), which provide City financial assistance towards certain specified start-up, retention, or relocation costs and expenses for eligible enterprises within the City; and

WHEREAS, the City has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public by providing vibrant and diverse retail businesses and services within the City; and

WHEREAS, Grantee is eligible for City financial assistance pursuant to the Program because it is either a startup Minority-Owned Business or an existing Minority-Owned Business that is relocating to the City and has already successfully completed a business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider at a cost of $2,500.00 paid by the City; and

WHEREAS, Grantee is seeking assistance under the Program in the form of reimbursement for eligible expenses, such as capital equipment, rent abatement, expansion costs, and marketing costs as further specified herein; and

WHEREAS, in order to offset such expenses of the business, the City, upon recommendation by the Upstart Diamond Square Advisory Committee, has awarded funding in the amount of up to $12,500.00, to be given pursuant to and contingent upon the terms of this Agreement; and

WHEREAS, the Grantee has provided to the City copies of its necessary business entity formation documents, registration with the Florida Secretary of State, and has applied for a City of Cocoa business tax receipt; and

WHEREAS, the governing Upstart Diamond Square Small and Minority Business Program Policy is attached hereto as **EXHIBIT A**, which shall be fully incorporated herein by this reference; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Grantee agree as follows:

1. <u>Incorporation of Recitals.</u> The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. <u>Funding.</u> Subject to Grantee complying with the conditions contained in Section 4 hereunder, the City shall provide funding up to the maximum amount of twelve thousand, five hundred dollars ($12,500.00) ("the Funding" or "Forgivable Loan") on a reimbursement basis in accordance with the following:

a. The City Council has approved, based on the recommendation of the Upstart Diamond Square Review Committee, the following eligible expenses that may be reimbursed up to the maximum amount described above and shall not exceed the amount allocated below for each type of eligible expense (if applicable):

Type of Eligible Expenses	Maximum Amount/Conditions
Marketing (25%)	$3,125
Inventory (25%)	$3,125
City/State Fees	$1,000
Other expenses approved by weVenture	$5,250

b. To be reimbursed, the Grantee shall provide to the City of Cocoa Office of Economic Development the following:

(i) Paid receipts from laborers, suppliers, materialmen, contractors, sub-contractors, service providers and/or a landlord. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, sub-contractor, and/or service providers performing work or supplying material or of a landlord receiving rent payments; 2) Date of work or material provided or rent received; 3) Description of property upon which the work was provided or to which the material was delivered or for which rent was paid; 4) Itemized description and cost of work provided (e.g. - who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g. – who supplied the material, quantity and type of material supplied, charge for material); 5) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface;

supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 6) Statement signed by laborer, supplier, materialmen, contractor, sub-contractor, service provider or landlord that the amount billed has been paid by the Grantee. The paid receipts are subject to review and approval by the City's Office of Economic Development; and

(ii) Paid receipts demonstrating that the Grantee has paid at least 10 percent (10%) of the cost of the items approved for Funding from funds other than the Forgivable Loan.

c. All payments will be made to the Grantee approximately thirty (30) days from the date of receipt of the requisite documentation.

d. Purchases must be made after the Effective Date of this Agreement unless otherwise expressly approved by the City Council.

e. If all items for the above categories have been purchased and the amount the City has reimbursed Grantee is less than the maximum amount of Funding, Grantee may use the remaining funds for other item(s) not included in the proposal submitted, but that are associated with the startup or relocation of the business and are eligible expenses as provided in the Policy, upon approval by the Economic Development Director, provided that the total amount reimbursed Grantee under the terms of this Agreement does not exceed the maximum amount of Funding.

f. If a specified amount is allocated to a specific category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Economic Development Director or the City Council and must be in compliance with the terms of the Policy.

g. All Funding subject to this Agreement must be expended and reimbursed within one (1) year of the Effective Date of this Agreement.

h. By execution of this Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform construction work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by the Grantee and be reimbursed.

i. Reimbursement shall be denied for any instance in which the terms of this Agreement or the Policy have been violated.

3. Deferred Loan. The Funding is a deferred loan, whereby no interest will accrue upon the principal of the total award amount and payment to the City shall be deferred during the term of this Agreement. The loan shall depreciate at 33% each year for the first two years and 34% for the third year. At the end of the three-year period, the loan shall be forgiven in its entirety as long as the Grantee is in compliance with the terms and conditions of this Agreement and the Policy. In the event of a Default, the City shall be entitled to, at minimum, a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full in addition to the $2,500.00 cost of the business education curriculum with the weVenture Women's Business Center at Florida Tech's Bisk College of Business or similar service provider expended by the City should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the three-year period.

4. <u>Conditions of Funding</u>. The City shall not be obligated to provide the Funding in Section 2 herein to Grantee unless Grantee first meets the requirements set forth in Section 2 and maintains compliance with the other conditions listed in this Agreement and the Policy, including:

a. Grantee agrees and warrants to the City that the Funding reimbursed pursuant to this Agreement have and shall only be spent for purposes as approved in Section 2 above.

b. Grantee agrees and warrants that Grantee shall remain open for business at a City of Cocoa/Diamond Square location for a period of at least three (3) years from the Effective Date of this Agreement. In addition, Grantee agrees that, if Grantee is not already open for business upon the Effective Date of this Agreement, Grantee shall be open for business and begin to provide services or products to the general public within six (6) months of the Effective Date of this Agreement. For Grantees that are not yet open for business at the time of the Effective Date of this Agreement, the Grantee shall be required to inform the Economic Development Director of the date upon which the business is open and begins to provide services or products to the general public. Grantee shall further, at a minimum, be open for business at least 3 days per week and at least 6 hours per day for a minimum of 18 hours each work week, except in cases of emergency. If the City determines that the Grantee has not remained open for business for said three (3) – year period, has failed to timely open for business, and/or is consistently failing to maintain hours of operation as agreed to herein, the Grantee agrees that it shall constitute a Default as provided in Section 6 below.

c. Grantee shall at all times be in compliance with the Cocoa City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting, and Grantee shall maintain a current and valid City of Cocoa business tax receipt, which shall be obtained within 90 days of the Effective Date of this Agreement, and any other required licenses at all times. This part is not intended to preclude the City of Cocoa from granting Grantee certain waivers, exemptions, or variances as allowed under the Cocoa City Code.

d. Grantee shall display the City of Cocoa logo, as provided by the City, on the front main entrance door of the business and/or on the business's website as a funding partner for the term of this Agreement.

e. Grantee agrees to seek technical assistance from an economic development organization or company, approved by the Office of Economic Development, on an as-needed basis to address financial issues, business strategy, and/or marketing, but only to the extent that such services are available to the Grantee at no cost.

f. Grantee shall provide and complete a Community Enrichment Element to "pay back" twenty-five percent (25%) of the Forgivable Loan amount within three (3) years from the Effective Date of this Agreement. The Community Enrichment Element shall consist of an act of giving back to the City of Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity, such as Cocoa High School, or a non-profit organization providing services to the Cocoa community.

g. Grantee shall submit annual reports to the Communications and Economic Development Department describing the number of employees employed during the previous year, compliance with the conditions of Funding as required in this Agreement, including progress on the Community Enrichment Element, number of clients served, profit and loss statements, progress on business plan goals and objectives, and any other information reasonably requested by the Director of Communication and Economic Development. These reports may be delivered to the City Council for review.

h. If Grantee has been approved for financial assistance for lease costs (rent abatement), Grantee must secure a minimum of a three-year lease in the City of Cocoa. A copy of this lease shall be provided to the Office of Economic Development within 90 days of the Effective Date of this Agreement.

i. Grantee must maintain compliance with all other requirements of the Policy attached hereto as **Exhibit A.**

j. Grantee shall make timely payment of any and all taxes owed by Grantee and shall timely file sales tax returns with the Florida Department of Revenue. Grantee shall further provide a copy of such filed sales tax return to the City's Office of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. Books and Records; Public Records. Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the City during regular business hours. Financial records, supporting documentation, statistical and all other records pertinent to this Agreement shall be retained for a period of at least three (3) years after final payment by the City of any Funding, 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 three-year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the City. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the City to assure compliance with this Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Agreement shall be immediately returned to the City. Prior to making any final determination of misspending or failure to comply with this Agreement by the Grantee, the City shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement.

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 Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, 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 City or the Grantee, and may not be destroyed without the specific written approval of the City's designated custodian of public records. The Grantee shall provide the City, upon request from the City, 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 City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Grantee, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the City must enforce this Section, or the City 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 City shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Grantee. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City 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 Agreement.

6. Default and Remedies. The occurrence of any one of following events or conditions shall constitute a default and breach of this Agreement by Grantee, and shall entitle the City to enforce the terms of this Agreement and/or any Security Agreement signed by the Grantee and to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, injunctive relief, immediate cessation of any payments contemplated herein to Grantee, and/or seeking reimbursement of either a prorated amount of the Funding or all of the Funding already paid by the City to Grantee, including the cost of the business education curriculum previously expended by the City. Except where the remedy has been specifically established in this Agreement, the election of remedies, including whether to seek reimbursement of the prorated amount of the Funding or all of the Funding already paid by the City to the Grantee shall be in the sole discretion of the City Council. Prior to the City filing or taking any action as a result of a default under this Agreement (other than immediate cessation of any payments contemplated herein to Grantee), the City shall first provide the defaulting Grantee with written notice of said default. Upon receipt of said notice, the defaulting Grantee shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the City prior to filing or taking said action to the extent that such action may be cured.

a. Grantee's failure to comply with any of the requirements of this Agreement, specifically including the Conditions of Funding in Section 4 and the requirements of the Policy attached hereto as **Exhibit A**.

b. Grantee's sale of the business or change of the current business that would not independently qualify for the Program.

c. Grantee's making of a material misrepresentation in any certification or communication submitted by the Grantee to the City in an effort to induce the award of the grant, payment or the administration thereof that is determined to be false, misleading, or incorrect in any material manner.

d. Grantee is found guilty of, or enters a plea of no contest for, committing a misdemeanor or felony that is related to this Agreement.

Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7. Term and Termination. The term of this Agreement shall be for a period of three (3) years following the Effective Date of this Agreement. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without penalty, if Developer fails to comply with the terms of this Agreement and the Policy attached hereto as **Exhibit A** and, if applicable, fails to cure any default within the time period allowed in Section 6.

8. Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

9. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers, including the Upstart Diamond Square Advisory Committee and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from Grantee's performance, nonperformance, breach or violation of this Agreement, and which are caused in whole or in part by Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The forgoing obligation to indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, and volunteers shall specifically extend to and include all claims, damages, losses, and expenses arising from (i) injury or 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 Agreement; (ii) 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 Agreement; (iii) injury or negligence of any person arising from the work or material supplied that is subject to reimbursement pursuant to this Agreement; or (iv) 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 City, 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 City or its employees, officers, and attorneys which may result from the acts or omissions stated above under this 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 City 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 Agreement.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Grantee or its assets, which is not appealed (or if appealed is determined adverse to Grantee) or (b) a petition is filed by Grantee for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the City shall have the right to immediately terminate this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, strikes, or failure or breakdown of transmission or other utility facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Grantee or the City is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period of such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Grantee and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulation and policies of the City of Cocoa now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

16. No Liability or Monetary Remedy. Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Grantee for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Grantee and the City. Grantee cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Grantee as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Estoppel Letter. Upon the request of Grantee or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, (ii) if delivered to an overnight courier service, on the business day immediately following delivery to such service; or (iii) if mailed, on the third business day after mailing, addressed to the party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City of Cocoa

City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Grantee

Tawana Hawkins
T&K Kreative Kreations
402 F Street
Cocoa, FL 32922

23. Assignment. Grantee shall not assign this Agreement without the prior and written consent of the City, which shall not be unreasonably withheld. As stated above in Section 6, the sale of the business or change of the current business that would not independently qualify for the Program shall constitute a default, in which case the City's consent shall be withheld.

24. Grantee's Signatory. The undersigned person executing this Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Agreement for the Grantee and to fully bind the Grantee to the terms and conditions set forth in this Agreement.

25. Inspection. City staff is authorized to conduct an inspection of the Grantee's property at any time during regular business hours to ensure the terms and conditions of this Agreement have been met, and Grantee specifically consents to such inspections. The City agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

26. 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 City determine that the Grantee must reimburse the City for failure to comply with this Agreement and terms and conditions of the Funding, the Grantee shall be responsible for all related costs and attorney's fees incurred by the City as to any related litigation or controversy.

27. Sovereign Immunity. The City 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 Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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 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 Agreement.

28. <u>E-Verify Registration and Use.</u>

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Grantee shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

b. Subcontractors

(i) Grantee shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Grantee r shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Grantee shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Grantee must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Grantee stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Grantee shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: ____
Stockton Whitten, City Manager

Date: ______________________________________

APPROVED AS TO FORM

ATTEST:

By: _______________________________________
Monica Arsenault, City Clerk

By: ____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ______ day of ___________, 2021, by Stockton Whitten, the City Manager of the City of Cocoa, on behalf of the City, who is personally known to me or produced ____________________ ________________ as identification.

(NOTARY SEAL)

____
(Notary Public Signature)

____
(Print Name)
Notary Public, State of ___________________________
Commission No.: _________________________________
My Commission Expires: _______________________

GRANTEE

____

Printed Name: _________________________________

Title:____

Date: _______________

STATE OF _________________________
COUNTY OF _______________________

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this ______ day of ___________, 2021, by _____________________________, the ___________________________________ of _________________________________, a Florida _________________________. He is personally known to me or produced ____________________ _______________ as identification.

(NOTARY SEAL)

____
(Notary Public Signature)
____
(Print Name)
Notary Public, State of ___________________________
Commission No.: ________________________________
My Commission Expires: _________________________

EXHIBIT A

Upstart Diamond Square Small and Minority Business Program Policy

Upstart Cocoa Minority and Small Business Program (Forgivable Loans)

Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans ("Forgivable Loans") will be provided through the Upstart Cocoa Minority and Small Business Program ("Program") to promote the growth of women and minority-owned small businesses (collectively, "Minority-Owned Businesses") throughout the City of Cocoa. Forgivable Loans are provided to select eligible businesses to minority small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses.

The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract Minority-Owned Businesses to the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the weVENTURE Program or another service provider selected by the City.

The weVENTURE Program is part of the Women's Business Center at Florida Tech's Bisk College of Business. Forgivable Loan awards made to Minority-Owned Businesses will encourage relocation to Cocoa and support minority entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

Minority-Owned Business – means any small business which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons.

Minority Person - means a lawful, permanent resident of Florida who is:

(a) An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.

(b) A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

(c) An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778.

(d) A Native American, a person who has origins in any of the Indian Tribes of North America before 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.

(e) An American woman.

Small Business - entrepreneurial ventures that are moving to or starting in 1) the City of Cocoa that are less than three (3) years old with 10 employees or less, or 2) the Diamond Square area that are less than five (5) years old with 10 employees or less.

Community Enrichment Element – an act of giving back to the community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency's (CRA) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. For startup businesses, the minority entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. Minority small business owners and entrepreneurs may advance through the Program as follows:

1. Minority small business owners located outside the City and wishing to relocate to the City of Cocoa and minority entrepreneurs desiring to start a business in Cocoa or have an existing new business must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs, relocation costs or eligible expenses and comply with application requirements as described further in this Policy.
2. The Upstart Cocoa Review Committee and weVENTURE or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing. Applicants shall be required to meet with a representative of the Small Business Development Council prior to a presentation to the Upstart Cocoa Review Committee.

3. The selected applicants complete business coaching and coursework for approximately a 24-week period with weVENTURE or the City's selected service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with weVENTURE or the City's service provider to refine or create a business plan appropriate for a start-up business or existing business.
4. At the conclusion of the 24-week period, weVENTURE or the City's selected service provider shall provide a funding recommendation to the City's Department of Communications and Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the total award of a Forgivable Loan, based on factors described further in this Policy, including the applicant's performance during the 24-week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.
5. Should a Forgivable Loan be awarded by the Cocoa City Council, the Minority-Owned Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Minority-Owned Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. Minority-Owned Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which may include a City staff member from the Department of Communications and Economic Development, and may include a representative of weVENTURE (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small Minority-Owned Business or minority person entrepreneur of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses, that have been in business for more than three (3) years or five (5) years in the Diamond Square CRA, in the City of Cocoa are not eligible for funding. However, minority business owners of existing businesses that have existed for longer than three or five years, as applicable, within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to reapply for the Upstart Cocoa Program for six (6) months from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted an application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. Businesses that do not comply with the Program criteria and conditions will not be eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made on the Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants are required to submit a resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

The Program Manager will conduct due diligence as may be appropriate, including researching public records for any liens, lawsuits, or complaints filed against the applicant or the business entity.

Falsifications and omissions on the application may result in administrative rejection of the application.

Forgivable Loan Approval Procedure and Program Participation

The Upstart Cocoa Review Committee will make recommendations to the City Council regarding funding following completion of the approximately 24-week education period. The amount of any forgivable loan shall be determined by the City Council in its sole discretion, based on the following general factors:

- ☐ The estimated cost of proposed eligible expenses
- ☐ Strength of the business plan
- ☐ Evaluations of applicant performance in the weVENTURE Program or similar program
- ☐ Potential economic and fiscal impact of the proposed business on the City of Cocoa
- ☐ Location of the proposed business and whether it will be home-based
- ☐ External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the "grantee"), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- ☐ Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- ☐ Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
- ☐ Business must submit annual reports to the Department of Communications and Economic Development.
- ☐ Grantee shall provide and complete a Community Enrichment Element prior to the end of the third year.
- ☐ Grantee shall display the Upstart Cocoa logo, as provided by the City, on the front main entrance door of the business.
- ☐ Businesses that relocate outside of the City prior to loan forgiveness will be required to repay the loan in full.
- ☐ Existing business owners must possess a current City of Cocoa Business Tax Receipt. New business owners must obtain a City of Cocoa Business Tax Receipt within 90 days of agreement execution.

The City may also require the grantee to enter into a Security Agreement to secure the specific capital equipment or inventory funded by the City through the Forgivable Loan.

Grantees will also be required to invest in the project for which funding is requested in an amount of at least 10 percent (10%) of the cost of the items approved for funding.

All grantees must be in compliance with applicable City codes, policies and ordinances and current on federal, state and local taxes. Grantees who are approved for financial assistance for lease costs (rent abatement) must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa.

All grantees who will utilize a mobile vending model will need to commit to required hours, percentages of sales, and other conditions as required by the City's Director of Communications and Economic Development in the City of Cocoa area.

Once a grantee received funding under the Program, he or she may not apply for other business assistance programs from the CRA/City of Cocoa, except for façade improvement programs, for a period of three years. The Program Manager will remain actively involved with the grantees via site visits or yearly meetings.

Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

- ☐ Start-up expenses or relocation expenses, which may include, but are not limited to:
    - Rent subsidy for a period not to exceed 3 months. During this period rent payments may gradually decrease in increments to be determined by available funds. Rent subsidy includes only the base rent amount and common area maintenance. Home-based businesses do not qualify for rental subsidies.
    - City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
    - Inventory expenses generally not to exceed 25% of the loan amount.
    - Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
    - Moving expenses for large equipment and furniture
    - Capital equipment purchases of at least $1,000 necessary to operate the primary functions of the business
    - One Year Membership to the Cocoa Beach Regional Chamber of Commerce and/or Space Coast Black Chamber of Commerce, and/or Hispanic Chamber of Commerce
    - Other expenses as recommended by weVENTURE or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Department of Communications and Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- ☐ Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;
- ☐ Date of work or material provided;
- ☐ Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;
- ☐ Itemized cost of work performed or material supplied;
- ☐ Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee
- ☐ For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the /City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.