

**Agenda
City of Cocoa
Diamond Square Community Redevelopment
Agency Regular Meeting**

**October 20, 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 for October 20, 2025.
2. Minutes: Regular Meeting of the Diamond Square CRA for September 15, 2025.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval for an application to the Beautification Grant Program in an amount not to exceed \$500 for the property located at 715 South Varr Ave, Cocoa, Florida and authorize the City Manager to execute a Beautification Grant Agreement.
2. UpStart Cocoa Forgivable Loan Application Award - A Taste of Elegance Commissary Kitchen LLC

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE - November 17, 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: 10/20/2025
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 October 20, 2025, either as written or with amendments.

BACKGROUND:

Request Agency Approval of the Agenda from the Diamond Square CRA Regular Meeting on October 20, 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 October 20, 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, October 20, 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 October 20, 2025
MINUTES: Minutes of the Regular Meeting of September 15, 2025

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval for an application to the Beautification Grant Program in an amount not to exceed \$500 for the property located at 715 South Varr Ave, Cocoa, Florida and authorize the City Manager to execute a Beautification Grant Agreement.
2. UpStart Cocoa Forgivable Loan Application Award - A Taste of Elegance Commissary Kitchen LLC.

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, November 17, 2025, at 6:00 PM. The meeting will be held at the Cocoa City Hall, Council Chambers, located at 65 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.

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date: 07/10/2025
Agenda Date: 10/20/2025
Prepared By: Peyton Fink, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Request Agency Approval of the minutes from the Diamond Square CRA Regular Meeting on September 15, 2025, either as written or with amendments.

BACKGROUND:

Request Agency Approval of the minutes from the Diamond Square CRA Regular Meeting on September 15, 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 minutes from the Diamond Square CRA Regular Meeting on September 15, 2025, either as written or with amendments.

**MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
REGULAR MEETING
September 15, 2025**

The Regular Meeting of the Diamond Square Community Redevelopment Agency was held on September 15, 2025, at the Dr. Joe Lee Smith Community Center, 415 Stone Street, Cocoa, FL, as publicly noticed.

I. Call to Order

Vice Chairperson McQueen called the meeting to order at 6:02 pm.

Invocation: Vice Chairperson McQueen provided the invocation.

Pledge of Allegiance: The Vice Chairperson 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:

Crystal McQueen	Vice Chairperson
Larry Brown	Agency Member
Brenda Fox	Agency Member
Angelia Smith	Agency Member
Joseph Colombo	Agency Attorney
Peyton Fink	Recording Secretary

ABSENT: Chairperson Moore as well as Agency Members Isom and Marilyn Smith.

STAFF PRESENT: Community Services Director Charlene Neuterman.

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

AGENDA:

Agenda - Regular Meeting of September 15, 2025.

***MOTION by Agency Member BROWN; SECONDED by Agency Member FOX; to approve the Agenda for the Regular Meeting of September 15, 2025, either as written or with amendments.**

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

NAYS: NONE

MOTION PASSED (4-0)

MINUTES:

Regular Meeting of August 18, 2025

***MOTION by Agency Member FOX; SECONDED by Agency Member BROWN; to approve the Minutes for the Regular Meeting of August 18, 2025, either as written or with amendments.**

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

NAYA: NONE

MOTION PASSED (4-0)

III. **Delegations:**

- Anita Gibson: Discussed an issue with her home that was not related to Diamond Square. This is an issue that will need to be addressed with the City directly.
- Audrey Jones: 714 Brenard applied for a paint grant and did not receive enough paint for her house. She also did not receive any rollers or painting supplies. Was told that she will be contacted by city employees regarding the issue.

IV. **Presentations:**

Sonja Mitchell from Alliance for Neighborhood Restoration gave a brief presentation before the Action Item was discussed. She went over the three objectives which included Development of Community Policing Initiatives, Workforce Readiness Training, as well as Mentoring and Youth Leadership Development. She then went over the various tasks of the program, the first of which is the After-School Program which are programs located in the Diamond Square CRA to support after school learning activities. The second task is the Community Career Readiness Program which will provide on the job training for youth during a four-week summer period to include guest speakers, work

experiences, etc. The final task is the Youth Employment Training Program which will develop job skills and experiences for the youth in the program. Sonja also touched on how much the program has grown, and expressed the need for more volunteers. She then thanked Agency Members Fox and Brown for their volunteer work and stated that more reports will be given at a later date.

V. Action Items:

1. Request Agency approval of the FY 2026 Contract for Alliance for Neighborhood Restoration (ANR).

Similar to the budget for FY 2025, the budget for FY 2026 in regard to the Contract for the Alliance for Neighborhood Restoration (ANR) is \$45,000 for the year, which is equivalent to \$3,750 a month. Staff are confident that the contract is effective and that the streamlined reporting will allow for better accountability to auditors, and to the Agency Board. Staff is requesting the agency members approve the FY2026 Contract for Alliance for Neighborhood Restoration (ANR).

Scope of Service:

1. **Development of Community Policing Innovations:** Additional community policing innovations may include projects or initiatives that focus on school safety, child abuse intervention, domestic and gun violence, and drugs.
2. **Workforce and Career Readiness Training:** Initiatives that educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment.
3. **Mentoring and Youth Leadership Development.** Initiatives that focus on mentoring youth and building leadership skills for all program participants.

The Alliance will perform these services on behalf of the CRA with respect to matters relating to or affecting the Diamond Square Redevelopment Plan. All services funded by this Professional Services Agreement shall be for Diamond Square CRA residents ONLY.

Staff are requesting Agency approval of the FY 2026 Contract for Alliance for Neighborhood Restoration (ANR).

Director Neuterman gave an overview of this action item and discussed some of the accomplishments these programs have had with the youth. Police involvement in this program is bridging the gap between the police force and youth. She emphasized the importance of these programs such as the mentoring of the youth as well as career readiness. Spoke in particular about Daylin Sims who was a part of this program years ago and he went on to get a scholarship which he used to graduate with a degree. He now has a job with the City of Cocoa. She then requested Agency approval of FY2026 with the Alliance for Neighborhood Restoration. A motion was made by Agency Member Brown and was seconded by Agency Member Fox.

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

NAYS: NONE

***MOTION to approve the FY 2026 Contract for Alliance for Neighborhood Restoration (ANR) by Agency Member BROWN ; seconded by Agency Member FOX.**

VI. Attorney's Report: None.

VII. Updates and Staff Reports:

1. Director Neuterman shared that several bus stop benches will be replaced. Last time this happened was within the 2014/2015 time frame. They were steel and the weather has deteriorated some of them so she will come back to the agency for approval to replace them.
2. The conference is as scheduled, once we get final details we will provide it to those who are attending. We will arrange all transportation for the members going.

VIII. Next Meeting Date:

The next regularly scheduled meeting of the **Diamond Square Community Redevelopment Agency** will be on **Monday, October 20th**, 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 FOX.**

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

MOTION PASSED (4-0)

THE MEETING WAS ADJOURNED at 6:36 pm.

Tracy Moore, Chairperson

Respectfully Submitted by:

Peyton Fink, Recording Secretary

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date: 09/19/2025
Agenda Date: 10/20/2025
Prepared By: Peyton Fink, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action: Request Agency approval for an application to the Beautification Grant Program in an amount not to exceed \$500 for the property located at 715 South Varr Ave, Cocoa, Florida and authorize the City Manager to execute a Beautification Grant Agreement.

BACKGROUND:

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

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

The Beautification Grant Program has budgeted funds in 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 instance, the applicant is Edith Davis of 715 South Varr Ave, Cocoa Fl. Mrs. Davis has met all the requirements and staff are requesting agency approval to award the applicant an amount not to exceed \$500.

PRIORITY AREA CONNECTION:

Economic and Community Development
Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds	
<u>Account Number</u>	<u>Amount</u>
111-3230-559.83-00	\$500 NTE

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request Agency approval for an application to the Beautification Grant Program in an amount not to exceed \$500 for the property located at 715 South Varr Ave, Cocoa, Florida and authorize the City Manager to execute a Beautification Grant Agreement.



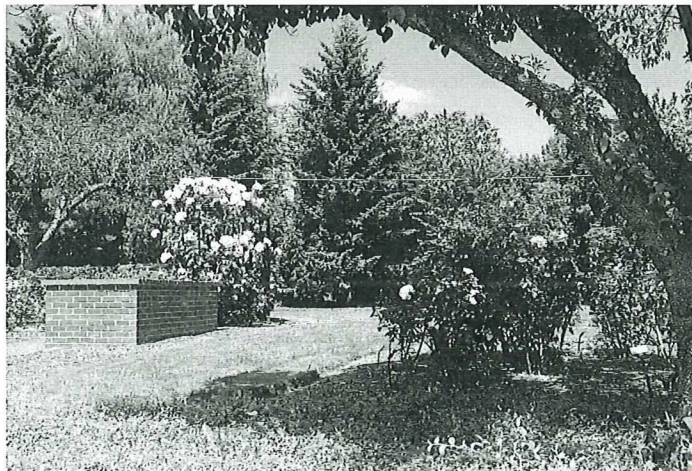
DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION
PROGRAM GUIDELINES AND
APPLICATION



I. Purpose

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

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$500.00 for selected landscaping supplies will be awarded per approved project. The recipient shall be responsible for the planting and all additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program. The intent of this grant is to support and encourage improved appearance and therefore, the DSCRA may not approve all applicants.

III. Eligibility

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

1. The Home Owner must reside in the Home requesting participation in the Beautification Program.
 2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
 3. **The home must have homestead exempt tax status.**
 4. The project shall consist of landscaping supplies outside of the Home (i.e., ground cover, bushes, mulch). Current members of the CRA or City Staff are not eligible.
1. Applications may be considered according to an "application cycle" established by the CRA.

IV. Applicant Requirements/Program Process

1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments:
 - a. Proof of home ownership.
 - b. Colored photographs of the area to be landscaped.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. All plantings must be in the front of the home and within street-view.
4. All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as 'quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.)
 - a. The Landscaper has provided a Materials List for Application Recipients to select from. That list is included with the application. Recipient will work with the Landscaper to select appropriate plantings and arrange for delivery.

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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.


Homeowner Signature


Date

Diamond Square Community
Redevelopment Agency Representative

Date

APPLICANT INFORMATION

Applicant/Name: Edith Davis Drivers License # _____

Home Address: 715 South Vane Cocoa 71 32922
Street City State Zip Code

Telephone: 321-271-1440 E-Mail: Edithd171@gmail.com

Initial boxes:

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

☒ I live in the home at the address given above.

"Florida Friendly" Shrubs / bushes:

All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as 'quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.')

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

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

You must attach color photographs of the existing home showing all exterior sides of the building. Please indicate on the photographs the location of the plantings.

Beautification Grant Program Affidavit:

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

1. I have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Beautification Program Guidelines.
2. I certify that I am the Applicant and Homeowner.
3. **I 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 that 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. Upon application approval, the Applicant will consult with CRA staff and/or a representative from a CRA approved landscaping supply company to discuss and place an order and to complete an Industry-standard job.
8. I understand that work must commence on the project within 15 days of receipt of the landscaping supplies.
9. **I understand that all work must be completed within 60 days of grant commencement.**
10. **I understand that Commencement Date is the date of application approval by the DSCRA.**
11. I understand that the CRA will provide landscaping supplies in an amount not to exceed \$500.00 to be used for landscaping the exterior residential structure listed on the application, and that I am responsible for labor and any other costs or overages.
12. I further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
13. I understand that all landscaping will be in the front of the home or within "street view".
14. I understand that the CRA's liability under this Program shall be solely limited the purchase of landscaping supplies in an amount not to exceed \$500.00.
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 plantings.
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 and the Applicant/Home Owner.

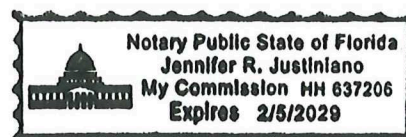
Edith Davis

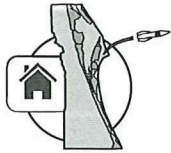
Signature of Homeowner

8/26/25
Date

STATE OF Florida, COUNTY OF Brevard. The foregoing instrument was acknowledged before me this 26 day of August, 2025, BY Edith Davis who is personally known to me or who has produced FL Driver License as identification.

Notary Public, State of Florida Affix Stamp:
Jennifer R. Justiniano





Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

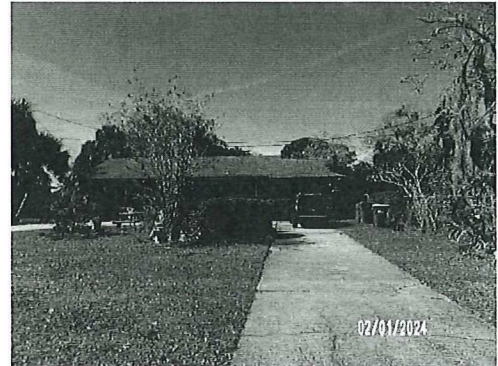
www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS

Account 2424881 - Roll Year 2025

Owners	DAVIS, EDITH B; DAVIS, BOOKER
Mailing Address	715 VARR AVE S COCOA FL 32922
Site Address	715 S VARR AVE COCOA FL 32922
Parcel ID	24-36-32-75-15-4
Taxing District	23D0 - COCOA
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.35
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0005/0010
Subdivision	VIRGINIA PARK
Land Description	VIRGINIA PARK LOTS 4,5,11 BLK 15



VALUE SUMMARY

Category	2025	2024	2023
Market Value	\$256,170	\$257,020	\$170,610
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$100,350	\$97,530	\$61,410
Assessed Value School	\$100,350	\$97,530	\$61,410
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,722	\$25,000	\$11,410
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$49,628	\$47,530	\$25,000
Taxable Value School	\$75,350	\$72,530	\$36,410

SALES / TRANSFERS

Date	Price	Type	Instrument
01/07/2008	\$66,800	WD	5844/2709
11/24/2004	--	QC	5388/2783
10/28/1986	--	QC	2744/2815
12/01/1977	--	--	1824/0186
09/01/1977	\$153,000	--	1788/0391

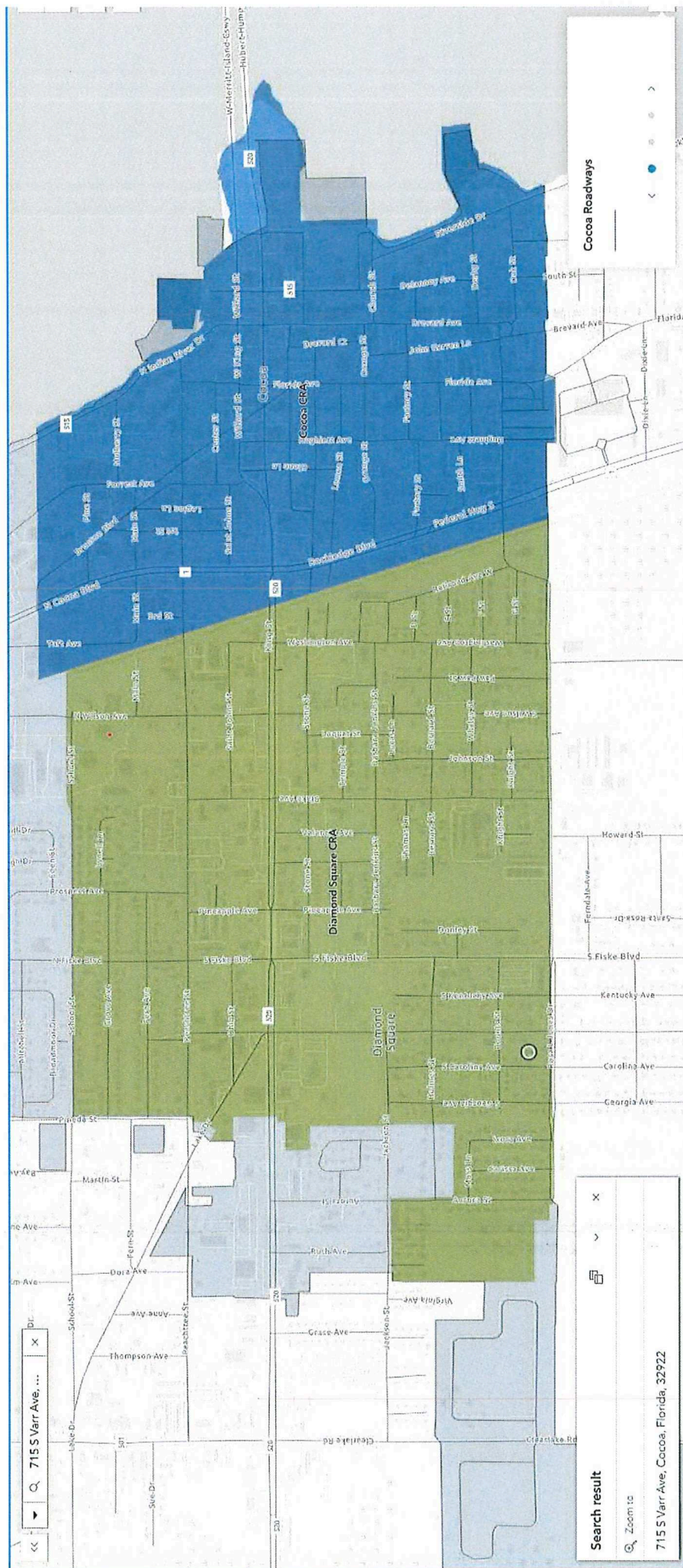
BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1956
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	2,190	Screen Enclosure	448
Total Base Area	2,190		
Total Sub Area	2,190		





DIAMOND SQUARE CRA AGENDA ITEM

Memo Date: 10/09/2025
Agenda Date: 10/20/2025
Prepared By: Samantha Senger, Communications & Economic Development Director
Through: Charlene Neuterman, Community Services Director
Requested Action: Consideration of a \$12,500 Cocoa forgivable loan with A Taste of Elegance Commissary Kitchen LLC according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business related expenses from the last 8 months while the applicant was completing the Ignite 360 program.

BACKGROUND:

In quarter 1 of 2025, the UpStart Review Committee met to discuss submitted applications for the City of Cocoa and Diamond Square UpStart forgivable loan program. Erika O'Neal 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. O'Neal 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 October of 2025, the UpStart Review Committee met and reviewed Ms. O'Neal's request for the remainder of the loan funds. The request is below:

Total amount available: \$15,000		
Item	Price	Percentage of available funds
weVENTURE Ignite 360 Program	\$2,500.00	17%
Mortgage Payments	\$2,884.95	19%
Inventory (Commercial Refrigerator)	\$3,750.00	25%
Legal Services	\$2,500.00	17%
Food Corridor Software System	\$2,473.20	16%

Keyless Entry	\$891.85	6%
Total price	\$15,000.00	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. O'Neal 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:

- A Taste of Elegance plans to host two different community workshops/classes. The first will be an eating healthy and wellness workshop for adults and the second will be a youth cooking class.

The template agreement has been attached. This agreement will need to be executed with Ms. O'Neal. 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 8 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:

- Q1 2025: Original acceptance into the program
- October 2025: Approve funding plan to be presented for approval to Diamond

Square

RECOMMENDED MOTION:

Consideration of a \$12,500 Cocoa forgivable loan with A Taste of Elegance Commissary Kitchen LLC according to the Procedures, Policies, and Conditions of the Upstart Cocoa Small Business Program and approval to reimburse any business related expenses from the last 8 months while the applicant was completing the Ignite 360 program.

UPSTART DIAMOND SQUARE SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

A Taste of Elegance Commissary Kitchen

This **UPSTART DIAMOND SQUARE SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this 20th day of October, 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 **A Taste of Elegance Commissary Kitchen LLC**, a Florida Limited Liability Company (hereinafter referred to as "Grantee"), the principal address of which is 1000 Holmes 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 small businesses (collectively, "Businesses") throughout the City of Cocoa, the City has adopted and established the Upstart Diamond Square Small Business Program (hereinafter referred to as the "Program") and the governing Upstart Diamond Square Small 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 Business or an existing 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 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. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Funding. 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
Mortgage Payments (3 months)	\$2,884.95
Commercial Refrigerator (25%)	\$3,750.00
Legal Services	\$2,500.00
Food Corridor Software	\$2,473.20
Keyless Entry System	\$891.85
Total	\$12,500.00

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. Conditions of Funding. 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

Erika O'Neal
A Taste of Elegance Commissary Kitchen LLC
1000 Holmes 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. E-Verify Registration and Use.

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 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 Business Program Policy

Upstart Cocoa 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 Small Business Program (“Program”) to promote the growth of small businesses throughout the City of Cocoa. Forgivable Loans are provided to select eligible 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 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 businesses will encourage relocation to Cocoa and support entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

(a)

Small Business - entrepreneurial for-profit 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 Cocoa 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 entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. Small business owners and entrepreneurs may advance through the Program as follows:

1. Small business owners located outside the City and wishing to relocate to the City of Cocoa and 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 Small Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Small Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. Small Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the Cocoa 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 Business owner 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, 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 may be 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.

Applicants will be reviewed based on the following criteria:

- Demonstration of the ability of the business to be successful long-term in the City of Cocoa.
- Location or potential location of the business and it's benefit to the City.
- Desire of applicant to participate in the education component of the program and likeliness to successfully complete that component.
- Strength of proposed business plan or potential for a refined business plan.
- Applicant has a well thought out Community Enrichment component.
- The business idea is unique to the community or supports existing businesses in the Cocoa community.
- Has a strong motivation to start a business in the Cocoa community.
- The applicant understands the challenges and opportunities facing their start-up or expansion.
- The applicant has prior experience with that type of business.
- The applicant has a well thought out plan to utilize the UpStart funds.

- Applicant currently resides in the City limits of Cocoa. (This is not required but residents will be given additional points.)

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.

A Taste of Elegance Commissary Kitchen Proposed Enrichment Program

Community Enrichment Program #1: Eating Healthy & Wellness Workshop & Cooking Class

Title: "Nourish & Align: A Healthy Living Workshop for Adults"

Duration: 3.5–4 hours

Target Audience: Adults (18+)

Location: A Taste of Elegance Commissary Kitchen

PROGRAM OUTLINE:

1. Welcome & Introduction (15 minutes)

- Greeting and short talk from Chef & Owner of ATOECK .
- Share my story: journey as a Chef, Culinary Instructor, Entrepreneur and the importance of health in my line of work.

2. Healthy Cooking Demo + Tasting (1.5 hours)

- **Theme:** “Quick & Nutritious Weeknight Meals”
- **Recipes (Example):**
 - Grilled salmon or chicken with roasted vegetables
 - Spaghetti w/ ground turkey or chicken
 - Simple garden salad with homemade low fat vinaigrette
 - Homemade stir fry w/ chicken
- Participants get hands-on experience cooking.
- Tasting session after cooking.

3. Wellness Talk & Alignment Session (1 hour)

- Guest Chiropractor Presentation:

- “Your Spine, Your Health: Why Alignment Matters”
- Tips for posture, sleep, stress management.
- Daily stretching techniques for body care.
- **Optional:** One-on-one quick posture assessments or mini alignment sessions.

4. Q&A + Community Conversation (30 minutes)

- Open discussion on health challenges and wellness goals.
- Share local resources (gyms, wellness centers, healthy food access).

5. Wrap-up & Giveaways (15 minutes)

- Provide each guest with a handout:
 - Recipes
 - Wellness tips
 - Chiropractor contact info
- Option to give away:
 - Cooking Apron or T shirt
 - Food Basket or Gift card(s)
 - Free consultation voucher from the chiropractor

A Taste of Elegance Commissary Kitchen Proposed Enrichment Program

Community Enrichment Program #2: Youth Cooking Experience

Title: "Kitchen Confidence: Cooking for Life (Ages 12–15)"

Duration: 3–3.5 hours

Target Audience: Youth (Ages 12–15)

Location: A Taste of Elegance Commissary Kitchen

PROGRAM OUTLINE:

1. Welcome & Icebreaker (15–20 minutes)

- Welcome by Chef Erika /Owner of ATOECK.
- Quick icebreaker: “Favorite Food” or “Kitchen Memory”
- Discuss kitchen safety and hygiene rules.

2. Cooking Class (2 hours)

- **Theme:** “Fun, Fresh, and Healthy Meals Teens Can Make”
- **Sample Menu:**
 - Chicken or veggie stir-fry with brown rice
 - Mini turkey or black bean tacos with toppings
 - Fruit parfaits with yogurt and granola
- Kids cook in small groups with guided support.
- Focus on knife skills, measuring, sautéing, and cleanup.

3. Mini Nutrition Chat (20 minutes)

- Talk about the importance of balanced eating.
- Introduce the “MyPlate” concept.
- Share smart snack ideas and hydration tips.

4. Tasting & Celebration (30 minutes)

- Kids enjoy the meals they prepared together.
- Group picture with certificates.

5. Wrap-up & Take-home Materials (15 minutes)

- Distribute:
 - Apron or small kitchen tool (for possible giveaway)
 - Certificate of Participation
- Encourage them to cook for their family at home.

Cocoa Start up Grant Budget Usage Report – \$15,000

Business Name: *A Taste of Elegance Commissary Kitchen LLC*

Owner: Erika O’Neal

Date: September 16, 2025

As the owner of *A Taste of Elegance Commissary Kitchen LLC*, I am deeply grateful for the support provided through this \$15,000 grant. These funds have been strategically allocated to help strengthen the infrastructure, operations, and sustainability of my business. Below is a breakdown of how the funds have been or will be used, along with attached documentation where applicable.

1. Business Mentorship & Development – \$2,500.00

- **WeVenture Mentorship Program**

Enrolled in a professional development program focused on strategic planning, leadership, and scaling small businesses.

Amount: \$2,500.00

2. Business Operating Expenses – \$2,884.95

- **Mortgage Payments for Kitchen Space (3 months)**

To maintain operations and offset fixed expenses while growing the business.

Paid to **Community Credit Union**

Amount: $\$961.65 \times 3 = \$2,884.95$

Receipts Attached

☐ 3. Equipment Purchase – \$4,236.57

- **Two Commercial Refrigerators** purchased from **Restaurant Depot** to meet food safety and storage requirements.

Total Amount: \$4,236.57

Note: In compliance with grant guidelines, only 25% of the grant (\$3,750.00) has been applied toward this expense. The remainder was covered by business funds.

4. Financial & Legal Services – \$2500.00

- **Attorney Services** – Buchalter & Pelphrey, Attorneys at Law
Assisted with business structuring and legal documentation.
Amount: \$2,500.00
-

5. Business Door Technology Installation – \$4412.61

- **T&K Unique Audio LLC** – Installation of Keyless Entry System
Enhanced facility security and operational efficiency.
 - **Installation Cost:** \$4220.61
 - **Annual Hosting Fee:** \$192.00
 - Total:** \$4412.61
 - *Note: Only \$891.85 of the grant has been applied toward this expense. The remainder was covered by business funds*
-

6. Business Software – \$2572.20

To expand professional networking and community engagement, I plan to join one or both of the following organizations:

- **The Food Corridor** – Software used to manage kitchen tenant hours, maintain documents, and streamline operations.
Annual Subscription Amount: \$2,473.20
 - **Total :** \$2572.20
-

Total Grant Funds Allocated: \$15,000.00

Category	Amount
WeVenture Mentorship Program	\$2,500.00
Mortgage Payments (3 months)	\$2,884.95
Commercial Refrigerators (25% limit)	\$3,750.00
Legal Services (Buchalter & Pelphrey)	\$2,500.00
The Food Corridor Software	\$2,473.20
Keyless Entry + Hosting (T&K Audio)	\$891.85
Total	\$15000.00

Supporting Documentation:

- Receipts: Mortgage Payments, Restaurant Depot Equipment, Legal Invoice
 - Software & Subscription Receipt
 - Invoice/Receipt from T&K Unique Audio LLC
-

This grant has provided foundational support for critical areas of my business, including mentorship, operations, compliance, technology, and infrastructure. With this funding, *A Taste of Elegance Commissary Kitchen LLC* is better positioned for growth, sustainability, and community impact.

Thank you for the opportunity to grow and give back through this support.