Agenda
City of Cocoa
Diamond Square Community Redevelopment Agency Regular Meeting

April 20, 2026
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 Diamond Square CRA for April 20, 2026.
2. Minutes: Special Meeting of the Diamond Square CRA for January 26, 2026.

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS

1. Request Agency approval of a Resolution Amending the FY26 Budget, BAF# 26-051-T to transfer funds of $331 budgeted for training to cover insurance overages for the Diamond Square CRA.
2. UpStart Cocoa Forgivable Loan Application Award - Wall's Bangin' BBQ
3. Request Agency approval to increase the amount not to exceed for the Diamond Square CRA Paint Grant from $1,000 to $1,500 effective in FY27.
4. Request Agency approval to increase the amount not to exceed for the Diamond Square CRA Beautification Grant from $500 to $750 effective in FY27.

VI. ATTORNEY’S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE - May 18, 2026 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:	11/19/2025
Agenda Date:	4/20/2026
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 Apri 20, 2026, either as written or with amendments.

BACKGROUND:

Request Agency Approval of the Agenda from the Diamond Square CRA Regular Meeting on Apri 20, 2026, 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 Apri 20, 2026, either as written or with amendments.

DIAMOND SQUARE
REDEVELOPMENT AGENCY

DATE: Monday, April 20, 2026 Location: Cocoa City Hall
TIME: 6:00 p.m. 65 Stone Street

I. <u>CALL TO ORDER</u>
<u>INVOCATION</u>
<u>PLEDGE OF ALLEGIANCE</u>
<u>ROLL CALL</u>

II. <u>APPROVAL OF AGENDA AND MINUTES</u>

<u>AGENDA</u>: Regular Meeting of April 20, 2026
<u>MINUTES</u>: Minutes of the Special Meeting of January 26, 2026

III. <u>DELEGATIONS</u>

IV. <u>PRESENTATIONS</u>

V. <u>ACTION ITEMS</u>

1. Request Agency approval of a Resolution Amending the FY26 Budget, BAF# 26-051-T to transfer funds of $331 budgeted for training to cover insurance overages for the Diamond Square CRA.
2. UpStart Cocoa Forgivable Loan Application Award - Wall's Bangin' BBQ
3. Request Agency Approval to increase the amount not to exceed for the Diamond Square CRA Paint Grant from $1,000 to $1,500 effective in FY27.
4. Request Agency approval to increase the amount not to exceed for the Diamond Square CRA Beautification Grant from $500 to $750 effective in FY27.

VI. <u>ATTORNEY'S REPORT</u>

VII. <u>UPDATES AND STAFF REPORTS</u>

VIII. <u>NEXT MEETING DATE</u>
The next meeting of the Diamond Square Community Redevelopment Agency is Monday, May 18, 2026, at 6:00 PM. The meeting will be held at the Dr. Joe Lee Smith Community Center, located at 415 Stone Street, Cocoa, FL 32922.

IX. <u>ADJOURNMENT</u>

<u>NOTICE TO PUBLIC:</u>
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:	11/19/2025
Agenda Date:	4/20/2026
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 Special Meeting on January 26, 2026, either as written or with amendments.

BACKGROUND:
Request Agency approval of the Minutes from the Diamond Square CRA Special Meeting on January 26, 2026, 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 Special Meeting on January 26, 2026, either as written or with amendments.

MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
SPECIAL MEETING
January 26, 2026

The SPECIAL Meeting of the Diamond Square Community Redevelopment Agency was held on January 26, 2026, at the City of Cocoa, City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. **Call to Order**

Chairperson Moore called the meeting to order at 6:01 p.m.

Invocation: Agency Member Fox provided the invocation.

Pledge of Allegiance: Chairperson Moore 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
Amy Robinson	Agency Member
Joseph Colombo	Agency Attorney
Peyton Fink	Recording Secretary

PRESENT:

Tracy A. Moore	Chairperson
Crystal McQueen	Vice Chairperson
Brenda Fox	Agency Member
Angelia Smith	Agency Member
Amy Robinson	Agency Member
Joseph Colombo	Agency Attorney
Peyton Fink	Recording Secretary

ABSENT: Agency Member Isom and Agency Member Brown arrived late.

STAFF PRESENT: Community Services Director Charlene Neuterman, Community Services Manager Jennifer Justiano, Board Liaison Goins.

II. **<u>Approval of Agenda and Minutes:</u>**

(Agency Member Isom arrived)

<u>AGENDA</u>:

Agenda **-** Special Meeting of January 26, 2026.

***MOTION by Vice Chairperson MCQUEEN; SECONDED by Agency Member ROBINSON to approve the Agenda for the Special Meeting of January 26, 2026, as written.**

AYES: MOORE, MCQUEEN, FOX, ISOM, SMITH, ROBINSON.

MOTION PASSED (6-0)

<u>MINUTES:</u>

Minutes- Regular Meeting of December 15, 2025

***MOTION by Vice Chairperson MCQUEEN; SECONDED by Agency Member ISOM to approve the Minutes for the Regular Meeting of December 15, 2025, as written.**

AYES: MOORE, MCQUEEN, FOX, ISOM, SMITH, ROBINSON.

MOTION PASSED (6-0)

III. **<u>Delegations</u>**:

(Agency Member Brown arrived)

1. Audrey Greyson discussed trees in the Diamond Square area. She believes that adding more could help protect residents from the sun and improve the environment. She also suggested using shade sails until the trees could grow. Director Neuterman and an employee from Cocoa Housing Authority highlighted some of the obstacles that come with meeting this request such as long-term maintenance, keeping kids off of trees in private property, required permits, approval from multiple boards, etc. Acquiring shade sails can also be an issue due to the costs. The Cocoa Housing Board is not opposed to this idea though, and the trees themselves can be inexpensive. It was also pointed out that Lennar Homes is to plant new trees as they build new houses in the community. The Chairperson believes this may be a good community project and is hoping to hear more about it in the future.

2. Anita Gibson inquired about how residents could have better access to the board and brought up a non-Diamond Square related issue between her and Habitat for Humanity. This led to a discussion on what the current forms of outreach to residents are and how

we could increase them. The best form of outreach is currently through our newsletters. The Agency Members provided suggestions on new ways to inform residents at Diamond Square CRA meetings which included using signage in residential areas and/or areas with lots of traffic, displaying DSCRA meeting schedules at local churches, as well as sending out text messages. Director Neuterman pointed out that there is a group text message that goes out but you need to subscribe to it. It was also suggested by Board Liaison Goins that meetings at the Dr. Joe Lee Smith Center will bring more residents in. Director Neuterman is not opposed but we are not able to tape the meetings there, we would also need speakers and microphones. The Chairperson stated that it is important that meetings be recorded and she would like to keep the schedule as it is. She also thanked all of the people who were in attendance for coming. A motion was made by Agency Member Brown and seconded by Agency Member Robinson to have quarterly meetings at the Dr. Joe Lee Smith Center. After the motion was approved, Agency Member Robinson encouraged all members of the community to attend meetings and have their concerns heard at City Hall. Director Neuterman stated that we will look at meeting dates to have at the Dr. Joe Lee Smith Center, and we will reach out to churches about displaying the Diamond Square CRA meeting schedule. It was also pointed out during this discussion that if a resident does have a concern they should come to staff, as coming to an agency member directly could result in an ethics violation as there are rules/protocols to follow.

***MOTION by Agency Member BROWN; SECONDED by Agency Member ROBINSON to have one Diamond Square CRA meeting per quarter at the Dr. Joe Lee Smith Center.**

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

MOTION PASSED UNANIMOUSLY (7-0)

3. Travis Lorenzen and Kate Ditulio gave a presentation that they had for a 55 year and older housing community which they had talked about at last month's meeting. The presentation showed who the students working on the project are, the mission statement, site code requirements, etc. After the presentation they discussed Habitats pricing model which is to sell at the appraised value and work on down payment assistance. If the individual still cannot afford the home, then they will also use a forgivable lean. Most of the homes are built with CMU. When asked about the determination between using brick and stick frame, Travis responded that the cost would be a factor. He also noted that there is only so much that the students can estimate. The shape of the land is flat greenspace, and it should be easy to build on. A Brownfields Phase 1 will also need to be done before construction can begin. Chairperson Moore would love to know more about this project as it progresses and what the Diamond Square CRA role would be as this project meets goals for the future.

IV. **<u>Presentations</u>**:

V. **Action Items:**

1. Staff are requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed $1,000 for the property located at 556 Johnson St, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program Agreement.

   Director Neuterman gave an overview of the action item. The applicant has met the requirements of the application and staff is seeking approval. A motion to approve was made by Agency Member Brown and was seconded by Agency Member Robinson.

***MOTION by Agency Member BROWN; SECONDED by Agency Member ROBINSON to approve the application for the agency's Paint Grant Program in an amount not to exceed $1,000 for the property located at 556 Johnson St, Cocoa, FL 32922 and authorize the City Manager to execute a Paint Program Agreement.**

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

MOTION PASSED UNANIMOUSLY (7-0)

2. Request Agency approval of a Resolution Amending the FY26 Budget, BAF# 26-031-A, in the amount of $47,734, to adjust for the TIF - Actual vs. TIF - Projected and BAF#26-029 IFT 3 of 3, changing the revenue account number to an Interfund Transfer in place of Aids to Other Governments.

   Director Neuterman discussed the action item with the agency members. She explained that every year the CRA budgets for what we think we will get from the county for TIF payments and in November we find out what the actual number is so we must adjust the TIF Revenue and our budget. A motion to approve was made by Vice Chairperson McQueen, and it was seconded by Agency Member Isom.

***MOTION by Vice Chairperson MCQUEEN; SECONDED by Agency Member ISOM to approve a Resolution Amending the FY26 Budget, BAF# 26-031-A, in the amount of $47,734, to adjust for the TIF - Actual vs. TIF - Projected and BAF#26-029 IFT 3 of 3, changing the revenue account number to an Interfund Transfer in place of Aids to Other Governments.**

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

MOTION PASSED UNANIMOUSLY (7-0)

3. Election of the Chair and Vice Chair.

   Director Neuterman explained the process of electing a new chair and vice chair to the board members. After doing so, Agency Member Brown nominated Vice Chairperson McQueen to be the new Chairperson. After Vice Chairperson McQueen confirmed that she would accept the nomination, a vote took place will all voting in favor of her becoming Chairperson.

***MOTION by Agency Member BROWN; SECONDED by Agency Member ROBINSON to approve the election of Chair.**

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

MOTION PASSED UNANIMOUSLY (7-0)

After the election of the Chairperson, the floor was opened up for nominations for a new Vice Chairperson. Agency Member Brown nominated Agency Member Smith, and it was seconded by Chairperson McQueen. Agency Member Smith then confirmed that she would accept the nomination after which a vote took place where all agency members voted in favor of her becoming the Vice Chairperson.

***MOTION by Agency Member BROWN; SECONDED by Chairperson MCQUEEN to approve the election of Vice Chair.**

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

MOTION PASSED UNANIMOUSLY (7-0)

After the election, Chairperson Moore stated that she is gladly passing on the torch to the new Chairperson. She further stated that she hopes the board and community feel that she has served them well, and she is going to continue to serve on the board. She said that this has all been a team effort to get work done. She hopes she has made a difference, and it has been a pleasure.

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

VII. **Updates and Staff Report:**

- Director Neuterman thanked Agency Member Moore for her service on behalf of staff. She then highlighted some of the accomplishments that have been made during her time as Chairperson. Agency Member Moore responded that she has seen the difference and is proud of it. She stated that it has been a joy, and she knows things can happen in Diamond Square because they have happened and will continue to. She is excited for the future of Diamond Square.
- Director Neuterman then thanked Agency Member Fox for her service to the Diamond Square Board. Agency Member Moore also acknowledge Agency Member Fox's departure. She stated that her viewpoints have been respected and heard, she then pointed out that there will be a new position open with her leaving.
- Director Neuterman shared that we are pricing signs for Virginia Park and Pinegrove.
- Board Liaison Goins thanked both Agency Member Moore and Agency Member Fox for their service. He also expressed his condolences to Agency Member Fox and the City Manager as they have both experienced a loss recently. He then went over the success of the housing project within the Diamond Square CRA and stated that as it is his last year he is going to work really hard to get goals accomplished so when he is gone the CRA will be left in good hands. He then shared that he is having a workshop in May and he reminded everybody that the budgetary priorities conversation is coming up. Agency Member Moore thanked him for his words and for making sure this board is heard.
- Agency Member Brown made a motion to direct staff to move $100 from the General Fund to order a floral tribute from this board for Brenda Fox, whose husband recently

passed away. The motion was seconded by Chairperson McQueen, and it passed unanimously.

***MOTION by Agency Member BROWN; SECONDED by Chairperson MCQUEEN to direct staff to move $100 from the General Fund to order a floral tribute.**

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

MOTION PASSED UNANIMOUSLY (7-0)

VIII. **Next Meeting Date**:

The next regularly scheduled meeting of the **Diamond Square Community Redevelopment Agency** will be on **Monday, March 16th,** at **6:00 pm** at the City of Cocoa, City Hall, 65 Stone Street, Cocoa, FL, unless a business need arises earlier.

IX. **Adjournment**

THE MEETING WAS ADJOURNED at 7:25 p.m.

____
Crystal McQueen, Chairperson

Respectfully Submitted by:

____
Peyton Fink, Recording Secretary

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	01/29/2026
Agenda Date:	4/20/2026
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Request Agency approval of a Resolution Amending the FY26 Budget, BAF# 26-051-T to transfer funds of $331 budgeted for training to cover insurance overages for the Diamond Square CRA.

BACKGROUND:

During the development of the **FY2026** budget, insurance premiums for the Diamond Square CRA were estimated based on historical data. However, following a market-wide rate increase in September 2025, the actual costs for the current fiscal year have exceeded the initial projections.

To address this funding gap and ensure continuous coverage, staff is requesting approval of **Resolution BAF# 26-051-T**. This administrative action authorizes the transfer of **$331.00** from the **Training** budget (**Account 111-3230-559.55-00**) to the **Other Economic Environment / Insurance** account (**Account 111-3230-559.45-00**). By reallocating these available funds, the Agency can fulfill its mandatory insurance obligations without increasing the total overall budget for the fiscal year.

Current Fiscal Status (Account 111-3230-559.45-00)	**Amount**
FY26 Adopted Budget	$7,782
Actual Committed Expenditures	$8,113
Current Balance (Deficit)	**($331)**

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
111-3230-559.55-00	($331)
111-3230-559.45-00	$331

PREVIOUS ACTION:

RECOMMENDED MOTION:

Request Agency approval of a Resolution Amending the FY26 Budget, BAF# 26-051-T to transfer funds of $331 budgeted for training to cover insurance overages for the Diamond Square CRA.

RESOLUTION NO. DSCRA-2026-002

A RESOLUTION OF THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE DIAMOND SQUARE CRA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Regular meeting held on September 16, 2025; and

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

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

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a regular meeting assembled on the **20th** day of **April**, 2026.

____
Crystal McQueen, Chairperson

ATTEST:

____
Charlene Neuterman
Community Services Director

City of Cocoa Budget Adjustment Form FY 2026- 26-051-T

Select Adjustment Type: Budget Transfer | Requesting Department #: 111 | Date Prepared: 1/28/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
($ 331)	111-3230-559.55-00	TRAINING		($ 331)	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
($ 331) Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 331	111-3230-559.45-00	INSURANCE		$ 331	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 331 Total					

Reason/Justification for Adjustment:

Transfer funds budgeted for training to cover insurance overages for Cocoa CRA and Diamond Square CRA. Diamond Square CRA Agenda (4/20/2026) Agenda# 2026-087

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:**

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Jennifer Justiniano — Digitally signed by Jennifer Justiniano Date: 2026.01.28 15:17:01 -05'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov DN: cn=Zoie Badalov, ou=CH Date: 2026.02.10 11:50:23 -05'00'
Finance Approval Signature

Finance Director's Signature

Charlene Neuterman — Digitally signed by Charlene Neuterman DN: cn=Charlene Neuterman, ou=CH Date: 2026.02.06 09:10:27 -05'00'
Department Director's Signature

Lora Howell — Digitally signed by Lora Howell DN: cn=Lora Howell, ou=CH, email=lhowell@cocoafl.gov Date: 2026.03.30 08:08:05 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	03/17/2026
Agenda Date:	4/20/2026
Prepared By:	Gregory Browder
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Consideration of a $12,500 Cocoa forgivable loan with Wall's Bangin' BBQ, 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 the second quarter of 2025, the UpStart Review Committee convened to evaluate applications submitted for the City of Cocoa and Diamond Square UpStart Forgivable Loan Program. During this review, Tyrone Wall was approved to advance in the process as a recipient of Diamond Square funds. As the first requirement of the UpStart program, all approved applicants must complete the weVENTURE Ignite 360 Business Education and Mentorship Program, which Mr. Wall has successfully fulfilled.

Mr. Wall completed the weVENTURE program with excellent feedback and subsequently submitted a request for the remaining loan funds totaling $12,500 as part of the forgivable loan process. In March 2026, the UpStart Review Committee reconvened to review his request for the remaining funds. His request is included below:

Total amount available: $12,500		
Item	**Price**	**Percentage of Available funds**
Inventory Supplies	$3,125.00	25%
Equipment Upgrades/ Maintenance	$2,500.00	20%
Other Fees (Fuel, etc.)	$1,450.00	11.6%
Marketing and Advertising	$3,125.00	25%

Commissary Kitchen Rent	$1,050.00	8.4%
Fees/Permits & Memberships	$1,250.00	10%
Total price	$12,500.00	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's 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, and external funding available to the applicant.

Program 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. Mr. Wall plans to provide the following for his community enrichment component:

- Mr. Wall has plans to partner with Pastor Jarvis Wash's church community events to cook and help feed the homeless.

The template agreement has been attached. This agreement will need to be executed with Mr. Wall. 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:

- Q2 2025: Original acceptance into the program
- March 2026: Approve funding plan to be presented for approval to Diamond Square

RECOMMENDED MOTION:

Consideration of a $12,500 Cocoa forgivable loan with Wall's Bangin' BBQ, 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.

Grant Application Business Plan: Wall's Bangin' BBQ

1. Executive Summary

Wall's Bangin' BBQ, founded by Tyrone Wall, is a mobile food service and catering business based in Cocoa, Florida. The company delivers authentic Southern barbecue and is built on a catering-first model that generates predictable revenue, controls costs, and maximizes community impact. Grant funding will enable Wall's Bangin' BBQ to expand its reach, improve operational efficiency, and deepen its role as a local economic driver.

2. Business Description & Community Impact

Wall's Bangin' BBQ specializes in premium smoked meats, homestyle sides, and signature sauces, serving customers through mobile food service, pop-ups, takeout, and full-service catering. The business partners with schools, churches, nonprofits, and local organizations to provide quality food and foster community engagement. By prioritizing event-based catering, Wall's Bangin' BBQ creates local jobs, stimulates economic activity, and reinvests revenue into the Cocoa community.

Community Impact Highlights:

- Sourcing from regional suppliers to support the local economy
- Providing affordable, high-quality meals to residents and workers
- Actively participating in community events and festivals
- Creating future job opportunities as the business expands
- Building community pride through a homegrown food brand

3. Market Need & Target Customers

Target Market:

- Local residents and workers in Cocoa, FL
- Families seeking comfort-style meals
- Community organizations, churches, schools, small businesses
- Event hosts needing reliable catering

Customer Need:

Wall's Bangin' BBQ fulfills the need for homemade, filling, and dependable food that brings people together for everyday meals and special occasions.

4. Products & Services

Signature Smoked Meats: Ribs, brisket, pulled pork, chicken

Homestyle Sides: Mac & cheese, collard greens, baked beans, potato salad, cornbread

Service Models: Mobile food service, pop-ups, takeout, on-site cooking, catering (drop-off/full service)

Special Offerings: Event packages, family meal bundles, holiday BBQ packages **5. Marketing & Customer Acquisition**

- -Social media (Facebook, Instagram, TikTok)
- Word-of-mouth referrals
- Community events and pop-ups
- Weekly specials and loyalty programs
- Transparent pricing and customer-focused promotions

6. Operations & Sustainability

- Operating area: Cocoa, FL (Diamond Square)
- Hours: Mon–Fri, 11:00 AM – 7:00 PM
- Key suppliers: Thrifty's Meat Market, Restaurant Depot
- Registered LLC, food service permits, insurance, health/safety compliance • Weekly inventory restocking, FIFO method, standardized recipes, monthly audits

Sustainability Plan:

- Reinvest profits into inventory and equipment
- Maintain strong vendor relationships
- Adapt menu and pricing to customer demand
- Consistent community engagement for long-term loyalty

7. Financial Overview & Grant Request

Grant Request (Cocoa UpStart): $12,500

Use of Grant Funds:

The $12,500 Cocoa Upstart grant will be allocated to the most impactful areas of Wall's Bangin' BBQ's start-up and operational budget, ensuring compliance with program guidelines and supporting sustainable growth. Of the total grant, $3,125 (25%) will be invested in food and inventory supplies, providing quality meats, sides, sauces and seasonings for catering and mobile service. Equipment upgrades and maintenance will receive $2,500, enabling the business to keep smokers and catering equipment in optimal condition. Other fees, such as fuel, etc will be funded at $1,450. Marketing and advertising efforts including social media campaigns, branded materials and event promotions will utilize $3,125 (25%) to expand brand awareness and attract new customers. Critically, $1,050 is allocated for three months of commissary kitchen rent, as detailed in the proforma ensuring access to a licensed and compliant food preparation space. The remaining $1,250 will cover city fees, permits and membership in the local chamber of commerce, supporting regulatory compliance and business networking. This targeted allocation of funds will empower Wall's Bangin' BBQ to scale operations, enhance community impact, and build a foundation for long-term success.

Inventory Supplies	$3,125.00
Equipment upgrades and maintenance	$2,500.00
Other fee (Fuel, etc.)	$1,450.00

Marketing and advertising	$3,125.00
Commissary kitchen rent	$1,050.00
Fees/Permits and memberships	$1,250.00
Total	**$12,500.00**

Monthly Revenue Goal: $10,000
Core Expenses: Food inventory, packaging, equipment, supplies, fuel, maintenance **Funding Sources:** Cocoa UpStart Program, personal savings

Profit & Loss Projection (12 Months):

- Total Revenue: $136,880
- Total Cost of Sales: $26,655
- Gross Profit: $110,231
- Total Expenses: $51,415
- Net Profit Before Taxes: $58,816
- Federal Income Taxes: $14,759
- Net Operating Income: $19,057

8. Goals & Growth Strategy

Short-Term (3–6 Months):

- Increase sales through specials and menu items
- Strengthen brand presence
- Expand catering services
- Improve operational efficiency
- Build community presence
- Launch loyalty program
- Review pricing for competitiveness

Long-Term (1–2 Years):

- Add a second food truck or brick-and-mortar location
- Secure recurring catering contracts
- Launch branded merchandise and signature sauces
- Hire and train staff
- Implement POS and inventory management systems
- Maintain profit margins above 25%

9. Key Milestones

- Complete business registration and certifications
- Finalize branding, menu, and pricing
- Launch online ordering/catering system
- Reach 50 catering inquiries, 100 repeat customers
- Achieve first profitable month

• Secure permanent food truck or location

10. Support Network & Current Needs

• Family, loyal customers, local community

• Customer patronage, social media sharing, event participation, local publicity • Grant funding to accelerate growth, improve operations, and deepen community impact

Conclusion:

Grant funding will empower Wall’s Bangin’ BBQ to expand its catering-first business, create local jobs, and strengthen its role as a community anchor in Cocoa, Florida. The business is ready for growth and committed to sustainable, impactful operations.

IGNITE 360® Business Mentoring Program - Fueling Business Growth

COMMUNITY SERVICE PROPOSAL

Tyrone K. Wall Jr.
Wall’s Bangin BBQ
Food Service & Catering
321-593-9213
Cocoa, Florida

Executive Summary

Wall’s Bangin BBQ respectfully submits this proposal to participate in the Cocoa UpStart Program by providing structured community service initiatives focused on food accessibility, community engagement, and family-centered programming.

Through strategic partnerships with local faith-based organizations and childcare facilities, Wall’s Bangin BBQ will deliver catering services, outreach meals, and community events designed to serve underserved populations and strengthen community ties within Cocoa, Florida.

Statement of Purpose

The purpose of this proposal is to outline Wall’s Bangin BBQ’s commitment to delivering measurable community impact through:

- Food service support for community and faith-based events
- Meal distribution for individuals experiencing homelessness
- Family engagement programming that promotes community unity

These initiatives align with the Cocoa UpStart Program’s mission to support small businesses that actively contribute to community development.

Proposed Community Service Activities

1. Faith-Based Community Catering Services

Partner Organization: The Real Church
Contact: Pastor Jarvis Wash

Wall's Bangin BBQ will provide **complimentary and/or reduced-cost catering services** for community events hosted by The Real Church, as requested by Pastor Jarvis Wash.

Scope of Services:

- Preparation and service of BBQ meals (proteins, sides, beverages)
- On-site setup and food service operations
- Event-based scheduling based on church needs

Community Benefit:
Enhances community fellowship and supports local faith-based initiatives through accessible food service.

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2. Homeless Outreach Meal Support

Partner Organization: Church of Matthew Hope

Wall's Bangin BBQ will collaborate with the Church of Matthew Hope to provide **prepared meals for individuals experiencing homelessness**.

Scope of Services:

- Preparation of hot meals for outreach distribution
- Participation in scheduled feeding events
- Coordination with volunteers and church leadership

Community Benefit:
Addresses food insecurity and provides consistent, nutritious meals to vulnerable populations.

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3. Mother’s Day Community Engagement Event

Location: Tiny Explorers Daycare Center

Wall’s Bangin BBQ will organize and host a **Mother’s Day Appreciation Event** to support families within the community.

Scope of Services:

- Provision of meals for attending families
- Event coordination and setup
- Family-oriented programming in a safe environment

Community Benefit:
Promotes family engagement, recognizes caregivers, and strengthens community relationships.

Goals and Measurable Outcomes

Wall’s Bangin BBQ anticipates achieving the following outcomes:

- Serve a minimum of **100–150 individuals** across all initiatives
- Support **multiple community events** in partnership with local organizations
- Provide **consistent outreach services** to underserved populations
- Increase community engagement through structured events

Implementation Plan

- **Phase 1:** Coordination with partner organizations to confirm event schedules
- **Phase 2:** Procurement of food supplies and staffing preparation

- **Phase 3:** Execution of catering services and outreach events
- **Phase 4:** Post-event evaluation and documentation of community impact

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Organizational Capacity

Wall’s Bangin BBQ is a locally owned catering business with experience in food preparation, event service, and community engagement. The business is equipped to manage food service operations, maintain safety standards, and deliver services efficiently within community-based settings.

Community Impact Statement

Wall’s Bangin BBQ is committed to fostering positive change in Cocoa, Florida by using food as a means to connect, support, and uplift the community. This proposal reflects a long-term commitment to service, partnership, and sustainable community involvement.

Conclusion

Wall’s Bangin BBQ respectfully requests consideration for participation in the Cocoa UpStart Program. We are prepared to execute the outlined initiatives with professionalism, accountability, and a strong commitment to community service.

We appreciate your time and consideration.

UPSTART DIAMOND SQUARE SMALL BUSINESS PROGRAM FORGIVABLE LOAN AGREEMENT

Tyrone Wall, Wall's Bangin' BBQ, LLC

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 April 2026, 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 **Wall's Bangin' BBQ, LLC,** a Florida LLC (hereinafter referred to as "Grantee"), the principal address of which is 1000 Holmes St., 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 Policy (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 necessary for the operation of the business exceeding $1,000 in cost, 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 Cocoa 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 or will apply 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. <u>Incorporation of Recitals.</u> The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. <u>Funding.</u> Subject to Grantee complying with the conditions contained in this Agreement and specifically 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 Cocoa 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
Inventory Supplies	$3,125.00
Equipment Upgrades and Maintenance	$2,500.00
Other Fees (Fuel, etc.)	$1,450.00
Marketing and advertising	$3,125.00
Commissary kitchen rent	$1,050.00
Fees/Permits and memberships	$1,250.00
Total	$12,500.00

b. To be reimbursed, the Grantee shall provide to the City of Cocoa Department 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); 6) Statement signed by laborer, supplier, materialmen, contractor, sub-contractor, service provider or landlord that the amount billed has been paid by the Grantee; and 7) for proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt. The paid receipts are subject to review and approval by the City's Department 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 Manager, 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 type of eligible expense category listed above, such funds cannot be shifted in whole or in part to another category without approval from the Economic Development Manager 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 recover, at minimum, a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total Forgivable Loan amount based upon the year in which the Default occurs. Notwithstanding the forgoing, the entire Forgivable Loan shall be repaid in full in addition to the $2,500.00 cost of the business education curriculum with the weVENTURE Women's Business Center at Florida Tech's Bisk College of Business or similar service provider expended by the City should the specific Default event be that the Grantee remains in business but relocates outside the City limits during the three-year period.

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

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

b. Grantee agrees and warrants that Grantee shall remain open for business at a City of Cocoa 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 Manager 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 Department 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. Volunteer hours shall be valued based on an hourly rate calculated from the participating employees' salary or earnings, as approved by the Economic Development Manager.

g. Grantee shall submit annual reports to the Department of Economic Development 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 Economic Development Manager, in a form acceptable to the Economic Development Manager. 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 one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa. A copy of this lease shall be provided to the Department 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 Department of Economic Development and Finance Department either monthly or quarterly depending upon the filing frequency established by the Florida Department of Revenue.

5. <u>Books and Records; Public Records</u>. 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. <u>Default and Remedies.</u> The occurrence of any one of the 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.

e. Grantee defaults on its mortgage or terminates its lease without securing a new lease within the City of Cocoa.

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. Grantee shall be solely responsible for all services, products, and work it performs as a business and for the safety of its own employees. As such, 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 Cocoa 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 (i) Grantee's performance, nonperformance, breach or violation of this Agreement; (ii) Grantee's performance or production of goods and services for the public; or (iii) injury of the Grantee's own employees , 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 goods to the public; (ii) failure of the Grantee, or its employees, agents, or volunteers, to employ safety measures in the performance of work or to maintain a safe workplace; (iii) injury or negligence of any person arising from work, material, or equipment 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 hindered party shall provide written notice to the other and the period for such performance shall be extended for the period 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 by certified mail, return receipt requested, 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

Tyrone Wall
Wall's Bangin' BBQ, LLC
1000 Holmes St
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 r shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

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

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

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

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

[SIGNATURE PAGES FOLLOW]

City of Cocoa

By: ____
Stockton Whitten, City Manager

Date: ______________________________________

APPROVED AS TO FORM

ATTEST:

By: ______________________________________
Monica Arsenault, City Clerk

By: ____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ______ day of ____________, 2026, 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 ___________, 2026, 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 Diamond Square Small Business Program Policy (Forgivable Loans)

Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans (“Forgivable Loans”) will be provided through the Upstart Diamond Square Small Business Program Policy(“Program”) to promote the growth of small businesses (collectively, “Businesses”) throughout the City of Cocoa. Forgivable Loans are provided to select eligible businesses to 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.

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

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

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency’s (CRA) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. For startup businesses, the small business entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. 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 small business 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 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 entrepreneur of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

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

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

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

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

Application Criteria

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

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

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

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

Forgivable Loan Approval Procedure and Program Participation

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

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

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

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

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

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

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

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

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

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

Eligible Expenses and Reimbursement Procedures

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

- ☐ Start-up expenses or relocation expenses, which may include, but are not limited to:
    - o 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.

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	03/30/2026
Agenda Date:	4/20/2026
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Agency approval to increase the amount not to exceed for the Diamond Square CRA Paint Grant from $1,000 to $1,500 starting in FY27.

BACKGROUND:

Since 2020, the Diamond Square CRA has been awarding eligible applicants Paint Grants for an amount not to exceed $1,000. The money from this grant goes to Sherwin Williams and covers paint supplies as well as a power washing. In an effort to keep up with inflation and to encourage more residents to apply for this grant, staff are seeking agency approval to increase the amount from $1,000 to $1,500 with this adjustment taking place in FY27.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? yes

PREVIOUS ACTION:

RECOMMENDED MOTION:

Agency approval to increase the amount not to exceed for the Diamond Square CRA Paint Grant from $1,000 to $1,500 starting in FY27.

DIAMOND SQUARE CRA AGENDA ITEM

Memo Date:	03/30/2026
Agenda Date:	4/20/2026
Prepared By:	Peyton Fink, Redevelopment Coordinator
Through:	Charlene Neuterman, Community Services Director
Requested Action:	Agency approval to increase the amount not to exceed from \$500 to \$750 for the Diamond Square CRA Beautification Grant starting in FY27.

BACKGROUND:
In 2020, the Diamond Square CRA was approved to offer a Beautification Grant to eligible applicants for an amount not to exceed \$500. The money from this grant goes to Stevenson Landscaping to cover landscaping supplies. In an effort to keep up with inflation and to encourage more residents to apply for this grant, staff are seeking agency approval to increase the amount from \$500 to \$750 with this adjustment taking place in FY27.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? Yes

PREVIOUS ACTION:

RECOMMENDED MOTION:
Agency approval to increase the amount not to exceed from \$500 to \$750 for the Diamond Square CRA Beautification Grant starting in FY27.