



CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: TERRENCE THOMAS

ADDRESS: 704 ROSA L JONES

COCOA 4/14 TELEPHONE: 427-4348

ORGANIZATION YOU REPRESENT (IF ANY): 2

AGENDA ITEM NUMBER/SUBJECT: _____

IF YOU WOULD LIKE TO SPEAK UNDER DELEGATIONS, PLEASE CHECK ONE OR MORE THAT APPLY: (You must meet one of the following requirements to speak under Delegations)

- ☐ Resident or taxpayer (may speak on any subject of general or public interest)
- ☐ City Employee (may speak regarding his/her employment)
- ☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system)
- ☐ Any member of the public may address any agenda item that is listed on the agenda for final official action by the City Council excluding public hearing items which are heard at the public portion of the meeting, ministerial items (e.g. approval of agenda, minutes, informational items), and quasi-judicial or emergency items.

PLEASE CONDUCT YOURSELF IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON BACK.

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, November 15, 2021

6:00 PM

Cocoa City Council Chambers

Diamond Square RDA

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

1. 21-744 Agency approval of the Agenda for the Diamond Square CRA Regular Meeting on Monday, November 15, 2021.

Attachments: 11-15-2021 Short DS.pdf

MINUTES:

2. 21-745 Agency Approval of the Minutes of the October 18, 2021, Diamond Square CRA Regular Meeting.

Attachments: DSCRA Minutes 10-18-21 FINAL.pdf

III. DELEGATIONS:

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

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

IV. PRESENTATIONS:

V. ACTION ITEMS:

1. 21-577 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 607 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments: 607 Aurora St Beaut App Redacted.pdf
 607 Aurora St Photos.pdf
 607 Aurora Street Beautification Agreement.pdf

VI. ATTORNEY'S REPORT:

VII. UPDATES AND STAFF REPORTS:

VIII. NEXT MEETING DATE:

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, December 20, 2021 at 6:00 PM at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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

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

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



Legislation Details (With Text)

File #: 21-744 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 11/9/2021 **In control:** Diamond Square RDA
On agenda: 11/15/2021 **Final action:**
Title: Agency approval of the Agenda for the Diamond Square CRA Regular Meeting on Monday, November 15, 2021.
Sponsors:
Indexes:
Code sections:
Attachments: [11-15-2021 Short DS.pdf](#)

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

Memo Date: November 9, 2021
Agenda Date: November 15, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Agency approval of the Agenda for the Diamond Square CRA Regular Meeting on Monday, November 15, 2021.

BACKGROUND:

Agency members approve the Agenda for the Diamond Square CRA meeting at the beginning of the meeting.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Agency approval of the Agenda for the Diamond Square CRA Regular Meeting on Monday, November 15, 2021.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Sylvia Thomas
Board Member

Jackie Isom
Board Member

Marilyn Ross-Smith
Board Member

Larry Brown
Board Member –
Appointed by
Brevard
County

REGULAR MEETING AGENDA

DATE: Monday, November 15, 2021
TIME: 6:00 p.m

Location: Cocoa City Hall,
Council Chambers
65 Stone Street

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA & MINUTES

AGENDA: Regular Meeting of November 15, 2021

MINUTES: Regular Meeting of October 18, 2021

III. DELEGATIONS

IV. PRESENTATION

V. ACTION ITEMS

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

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is December 20, 2021, at 6:00 PM. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

IX. ADJOURNMENT

NOTICE TO PUBLIC:

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



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #: 21-745 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 11/9/2021 **In control:** Diamond Square RDA
On agenda: 11/15/2021 **Final action:**
Title: Agency Approval of the Minutes of the October 18, 2021, Diamond Square CRA Regular Meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [DSCRA Minutes 10-18-21 FINAL.pdf](#)

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

Memo Date: November 9, 2021
Agenda Date: November 15, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Agency Approval of the Minutes of the October 18, 2021, Diamond Square CRA Regular Meeting.

BACKGROUND:

Agency members approve the Minutes at the beginning of the meeting.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Agency Approval of the Minutes of the October 18, 2021, Diamond Square CRA Regular Meeting.



City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #: 21-577 **Version:** 2 **Name:**

Type: Agenda **Status:** Agenda Ready

File created: 8/25/2021 **In control:** Diamond Square RDA

On agenda: 9/20/2021 **Final action:**

Title: Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 607 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [607 Aurora St Beaut App Redacted.pdf](#)
[607 Aurora St Photos.pdf](#)
[607 Aurora Street Beautification Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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DIAMOND SQUARE

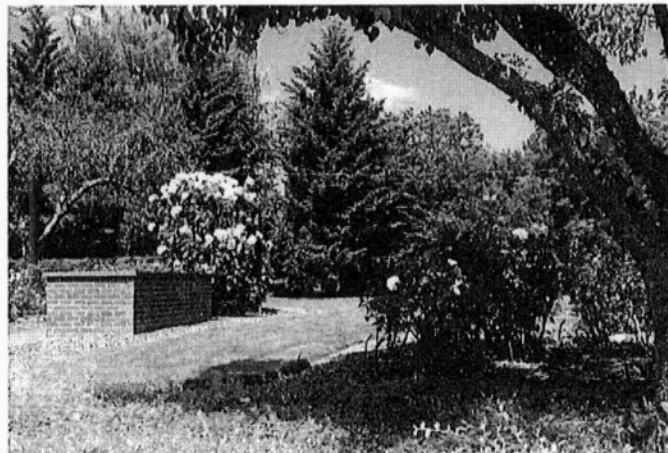
REDEVELOPMENT AGENCY

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

Book

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



Residential Beautification Program Guidelines

I. Purpose

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

II. Availability of Funds

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

III. Eligibility

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

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

IV. Applicant Requirements/Program Process

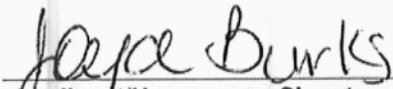
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet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

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

V. CRA Limit of Liability

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

Applicant must sign acknowledging receipt of the Program Guidelines.


Applicant/Homeowner Signature

7-23-2021
Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

8.26.21
Date

APPLICANT INFORMATION

Applicant/Name: Joyce Burks Drivers License # [REDACTED]

Home Address: 407 Aurora St Cocoa FL 32922
Street City State Zip Code

Telephone: 321-292-2159 E-Mail: joyceburkschildcare@gmail.com

Initial box:

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

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

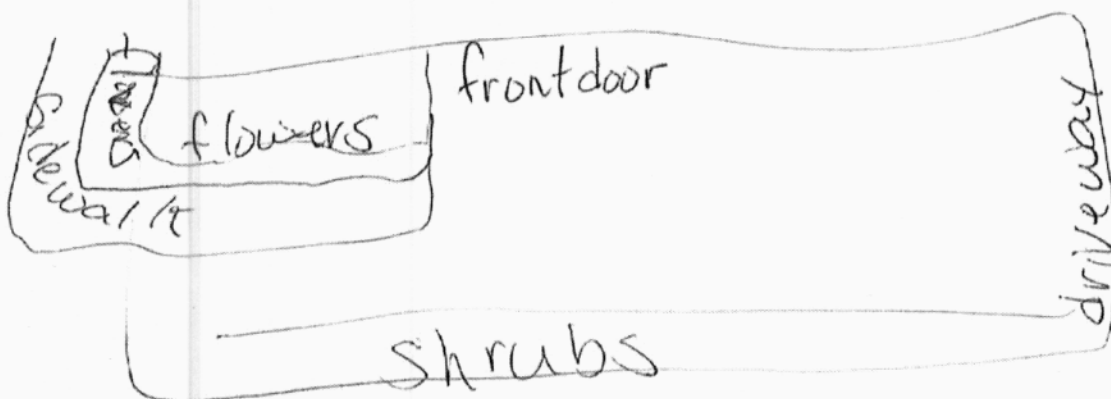
Purple Diamond Semi-Dwarf
Red Tip Photinia Shrub
Skip Cherry Laurel Shrubs

If requesting mulch, indicate here what color Red

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

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

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



ACKNOWLEDGMENTS AND SIGNATURES

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

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

Joyce Burks

Joyce Burks
Signature of Home Owner

7-23-2021 Date

STATE OF Florida, COUNTY OF Brevard

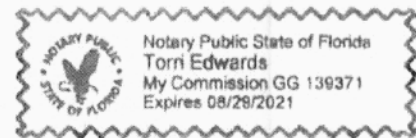
The foregoing instrument was acknowledged before me this 23 day of July, 2021,

by Joyce Burks, who is personally known to me or who has produced

FL ID as identification.

Notary Public, State of Florida Affix Stamp

Toni Edwards



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



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2424682
 Owners JOHNSON, ANNIE LEE; BURKS, JOYCE; BURKS, LORENZO
 Mailing Address 607 AURORA ST COCOA FL 32922
 Site Address 607 AURORA ST COCOA FL 32922
 Parcel ID 24-36-32-33-F-1
 Property Use 0110 - SINGLE FAMILY RESIDENCE
 Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
 WDW - WIDOW'S EXEMPTION FOR WIFE
 Taxing District 23D0 - COCOA
 Total Acres 0.21
 Subdivision PINE GROVE PARK NO 2 3RD ADDN
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0019/0046
 Land Description PINE GROVE PARK NO 2 3RD ADDN LOT 1 BLK F



VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$103,670	\$100,500	\$97,180
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$65,300	\$64,400	\$62,960
Assessed Value School	\$65,300	\$64,400	\$62,960
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$15,300	\$14,400	\$12,960
Other Exemptions	\$500	\$500	\$500
Taxable Value Non-School	\$24,500	\$24,500	\$24,500
Taxable Value School	\$39,800	\$38,900	\$37,460

SALES/TRANSFERS

Date	Price	Type	Deed
06/19/2006	\$14,000	QC	5664/2119
07/15/1988	\$44,500	WD	2925/2754
08/18/1987	\$1,000	CT	2831/0227
05/16/1984	\$41,000	WD	2511/0478

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details
Exterior Wall: PAINTED EXTERIOR, STUCCO	Year Built 1977
Frame: MASNRYCONC	Story Height 8
Roof: ASPH/ASB SHNGL	Floors 1
Roof Structure: HIP/GABLE	Residential Units 1
	Commercial Units 0

Sub-Areas	Extra Features
Base Area (1st) 1,372	No Data Found
Enclosed Por 252	
Open Porch 96	
Total Base Area 1,372	

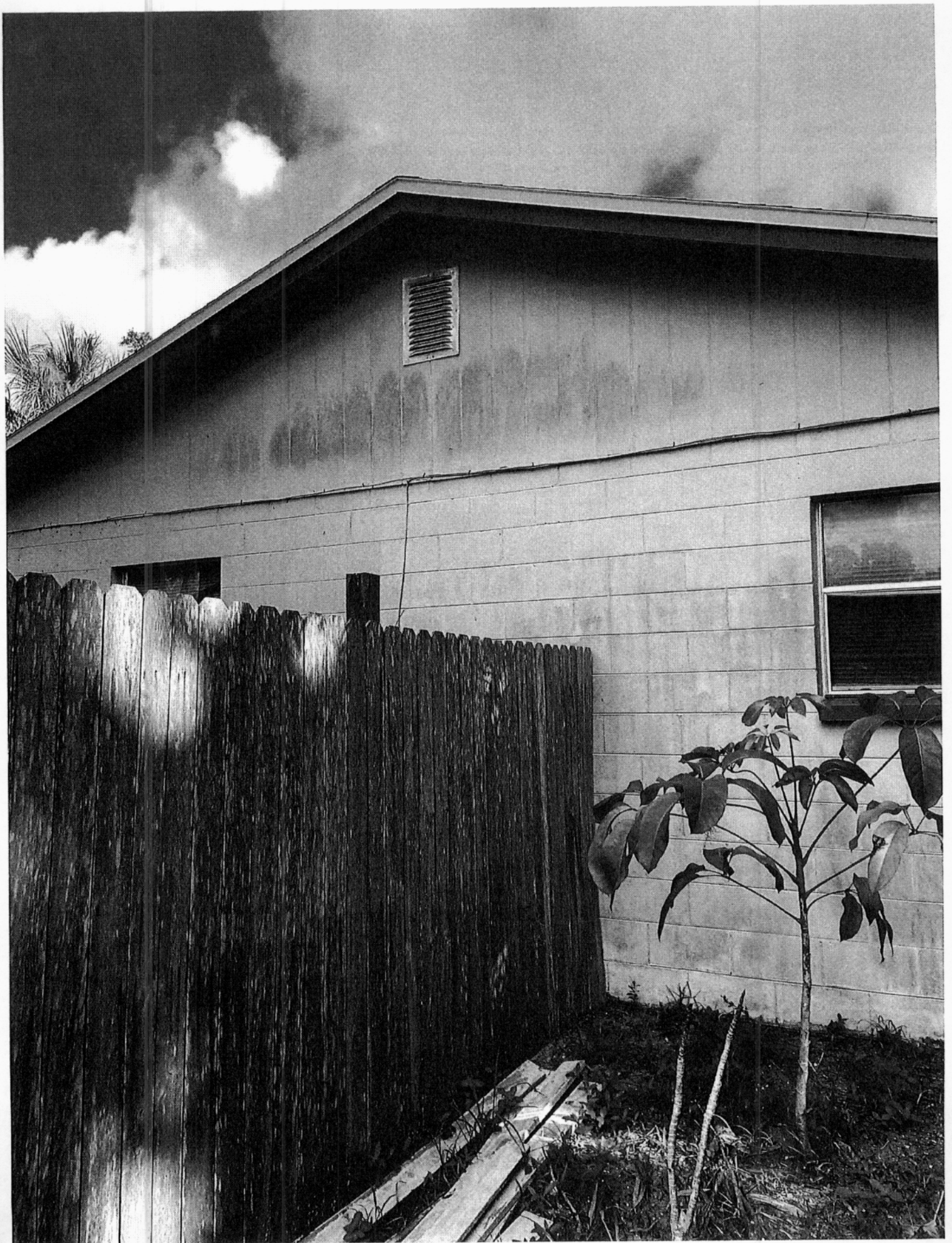
Total Sub Area

1,720

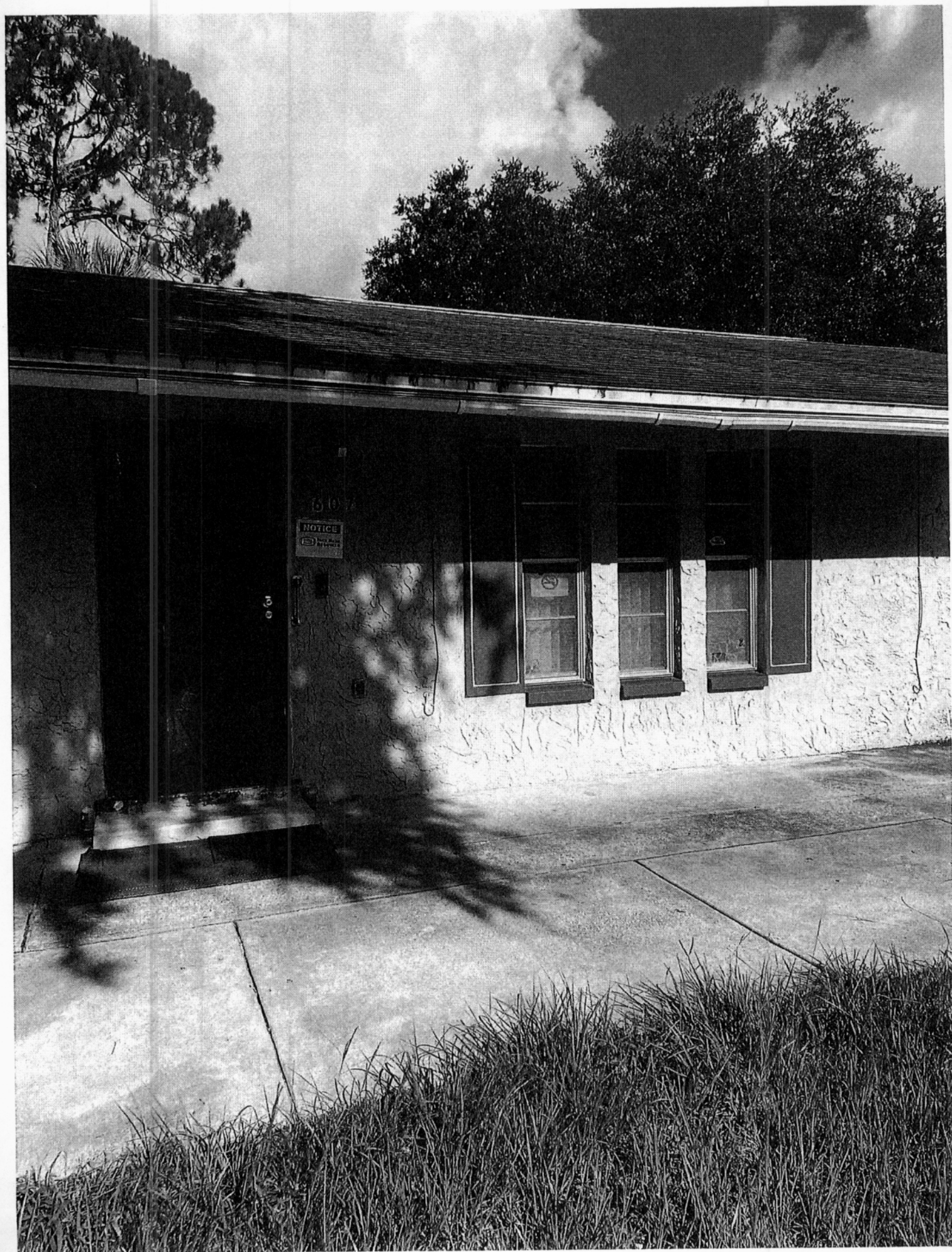












**GRANT AGREEMENT
BEAUTIFICATION PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this _____ day of _____ **2021** by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and JOYCE BURKS whose principal address is 607 Aurora Street, Cocoa, FL 32922 ("Grantee").

RECITALS:

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

WHEREAS, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 607 Aurora Street, Cocoa ("Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Applicable Law/Notice.**

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

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

TO THE DIAMOND

SQUARE CRA:

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

TO THE GRANTEE:

Joyce Burks
607 Aurora Street
Cocoa, FL 32922

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

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

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

12. **Severability.** Invalidation of any one word, clause, sentence, or paragraph, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other words, clauses, sentences, or paragraphs, all of which shall remain in full force and effect, and this Grant Agreement shall be read as if said invalidated word, clause, sentence, or paragraph did not exist.

13. **Attorney's Fees.** In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the CRA determine that the Grantee must reimburse the DS CRA in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the CRA as to any related litigation or controversy.

14. **Entire Grant Agreement.** This Grant Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Grant Agreement.

15. **Sovereign Immunity.** The CRA intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Grant Agreement shall be construed as a waiver of the CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the CRA's potential liability under state or federal law. As such, the CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the CRA shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). Nothing in this Grant Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Grant Agreement.

16. **Headings.** The headings used in this Grant Agreement are for reference only and shall not be relied upon nor used in the interpretations of this Grant Agreement.

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

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

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: _____ Title: _____
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STATE OF Florida
COUNTY OF Brevard

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

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

[This area left intentionally blank]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

607 Aurora Street, Cocoa, FL 32922

Owner Name: Joyce Burks

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

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

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

Purple Diamond/Semi-dwarf, Red Tip Photinia

Shrub, Skip Cherry Laurel Shrubs

Cost: \$ _____

\$ _____

\$ _____

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

Total: _____

