

# **City of Cocoa**

*65 Stone Street  
Cocoa, FL 32922*



## **Meeting Agenda**

**Monday, September 20, 2021**

**6:00 PM**

**@ Joe Lee Smith Center, 415 Stone Street, Cocoa**

**Cocoa City Council Chambers**

**Diamond Square RDA**

## I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

**II. APPROVAL OF AGENDA AND MINUTES:**

## AGENDA:

1. 21-562 Agency approval of the Agenda for the Diamond Square CRA meeting on September 20, 2021.

Attachments: [9-20-21 Short Agenda.pdf](#)  
[9-20-21 DSCRA Special Meeting Notice.pdf](#)

## MINUTES:

2. 21-563 Agency approval of the Minutes of the August 23, 2021 Diamond Square CRA meeting as written or with amendments.

Attachments: [DSCRA Spec Mtg Minutes 8-23-21 FINAL.pdf](#)

## 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. 21-553 Agency approval for the Proposed Fiscal Year 2022 Budget for the Diamond Square CRA.

Attachments: [2022 DSCRA Budget Expenses 8-17-21.pdf](#)  
[2022 DSCRA Budget Revenue 8-17-21.pdf](#)



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2. 21-576 Consider renewing the Professional Services Agreement with the Alliance for Neighborhood Restoration for Fiscal Year 2022, upon the same terms as the current one-year agreement, approved August 19, 2021, pending the Adoption of the FY 2022 Budget.
- Attachments: [Draft Agreement with ANR FY2022.pdf](#)
3. 21-581 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement...End
- Attachments: [451 Stone Street App Redacted.pdf](#)  
[451 Stone Street Paint Agreement - .pdf](#)  
[451 Stone Street Pics .pdf](#)
4. 21-582 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement...End
- Attachments: [435 Stone Street Paint Agreement - .pdf](#)  
[435 Stone St Appl.pdf](#)  
[435 Stone St Pics.pdf](#)
5. 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](#)
6. 21-578 Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 701 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.
- Attachments: [701 Aurora Street Beaut App Redacted.pdf](#)  
[701 Aurora St Homeowner.pdf](#)  
[Photos 701 Aurora.pdf](#)  
[701 Aurora Street Beautification Agreement.pdf](#)

7.     21-580           Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments:     451 Stone Street App..pdf  
                          Photos.pdf  
                          451 Stone Street - Beautification Agreement.pdf

8.     21-593           Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

Attachments:     435 Stone Street Beautification Agreement.pdf  
                          435 Stone Street Pics.pdf  
                          435 Stone Street, Landscape App.pdf

#### **VI. ATTORNEY'S REPORT:**

#### **VII. UPDATES AND STAFF REPORTS:**

#### **VIII. NEXT MEETING DATE:**

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

#### **XI. ADJOURNMENT**

#### **NOTICE TO THE PUBLIC:**

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at [cshealy@cocoafl.org](mailto: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](mailto: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 #:** 21-562      **Version:** 1      **Name:**  
**Type:** Agenda      **Status:** Agenda Ready  
**File created:** 8/16/2021      **In control:** Diamond Square RDA  
**On agenda:** 9/20/2021      **Final action:**  
**Title:** Agency approval of the Agenda for the Diamond Square CRA meeting on September 20, 2021.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [9-20-21 Short Agenda.pdf](#)  
[9-20-21 DSCRA Special Meeting Notice.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

**Memo Date:** August 16, 2021  
**Agenda Date:** September 20, 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 meeting on September 20, 2021.

### BACKGROUND:

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

### BUDGETARY IMPACT:

N/A

### PREVIOUS ACTION:

None

### RECOMMENDED MOTION:

Agency approval of the Agenda for the Diamond Square CRA meeting on September 20, 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

### **SPECIAL MEETING AGENDA**

DATE: Monday, September 20, 2021  
TIME: 6:00 p.m.

Location: Dr. Joe Lee Smith Center  
415 Stone Street

**I. CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

**II. APPROVAL OF AGENDA & MINUTES**

AGENDA: Special Meeting of September 20, 2021  
MINUTES: Special Meeting of August 23, 2021

**III. DELEGATIONS**

**IV. PRESENTATION**

**V. ACTION ITEMS**

1. Staff requests Agency approval for the Proposed Budget for FY2022.
2. Renew Alliance for Neighborhood Restoration Agreement for Fiscal Year 2022 for \$25,000.
3. Staff is requesting Agency approval for an application for the agency's Residential Paint Grant Program in an amount not to exceed \$1,000 for the property located at 451 Stone Street, Cocoa Fl and authorize the City Manager to execute a Residential Paint Program Agreement.
4. Staff is requesting Agency approval for an application for the agency's Residential Paint Grant Program in an amount not to exceed \$1,000 for the property located at 435 Stone Street, Cocoa Fl and authorize the City Manager to execute a Residential Paint Program Agreement.
5. 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.
6. 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 701 Aurora Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
7. Staff is requesting Agency approval for an application for the agency's Beautification Grant Program in an amount not to exceed \$500 for the property located at 451 Stone Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.
8. 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 435 Stone Street, Cocoa Fl and authorize the City Manager to execute a Beautification Program Agreement.

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VI. **ATTORNEY'S REPORT**

VII. **UPDATES AND STAFF REPORTS**

VIII. **NEXT MEETING DATE**

The next meeting of the Diamond Square Redevelopment Agency is October 18, 2021, at 6:00 PM. The meeting will be held at the City of Cocoa City Hall, 65 Stone Street.



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

## Special Meeting Notice

Diamond Square Community Redevelopment Agency

September 20, 2021

6:00 PM

Dr. Joe Lee Smith Center, 415 Stone Street, Cocoa

A Special Meeting of the Diamond Square Community Redevelopment Agency is scheduled for Monday, September 20, 2021 at 6:00 PM at Dr. Joe Lee Smith Center, Cocoa, Florida.

For more information:

Charlene Neuterman  
Deputy Community Services Director  
City of Cocoa  
65 Stone St.  
Cocoa, FL 32922  
321-433-8509  
[cneuterman@cocoafl.org](mailto:cneuterman@cocoafl.org)





## Legislation Details (With Text)

|                       |                                                                                                                 |                      |   |                    |  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------|----------------------|---|--------------------|--|
| <b>File #:</b>        | 21-563                                                                                                          | <b>Version:</b>      | 1 | <b>Name:</b>       |  |
| <b>Type:</b>          | Minutes                                                                                                         | <b>Status:</b>       |   | Agenda Ready       |  |
| <b>File created:</b>  | 8/16/2021                                                                                                       | <b>In control:</b>   |   | Diamond Square RDA |  |
| <b>On agenda:</b>     |                                                                                                                 | <b>Final action:</b> |   |                    |  |
| <b>Title:</b>         | Agency approval of the Minutes of the August 23, 2021 Diamond Square CRA meeting as written or with amendments. |                      |   |                    |  |
| <b>Sponsors:</b>      |                                                                                                                 |                      |   |                    |  |
| <b>Indexes:</b>       |                                                                                                                 |                      |   |                    |  |
| <b>Code sections:</b> |                                                                                                                 |                      |   |                    |  |
| <b>Attachments:</b>   | <a href="#">DSCRA Spec Mtg Minutes 8-23-21 FINAL.pdf</a>                                                        |                      |   |                    |  |

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

Memo Date: August 16, 2021  
Agenda Date: September 20, 2021  
Prepared By: Lori Chabot, Redevelopment Coordinator  
Through: Charlene Neuterman, Interim Community Services Director  
Requested Action:  
Agency approval of the Minutes of the August 23, 2021 Diamond Square CRA meeting as written or with amendments.

### **BACKGROUND:**

The Diamond Square CRA members approve the minutes at the beginning of the meeting.

### **BUDGETARY IMPACT:**

N/A

### **PREVIOUS ACTION:**

None

### **RECOMMENDED MOTION:**

Agency approval of the Minutes of the August 23, 2021 Diamond Square CRA meeting as written or with amendments.



## Legislation Details (With Text)

**File #:** 21-553      **Version:** 1      **Name:**  
**Type:** Agenda      **Status:** Agenda Ready  
**File created:** 8/11/2021      **In control:** Diamond Square RDA  
**On agenda:** 9/20/2021      **Final action:**  
**Title:** Agency approval for the Proposed Fiscal Year 2022 Budget for the Diamond Square CRA.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022 DSCRA Budget Expenses 8-17-21.pdf](#)  
[2022 DSCRA Budget Revenue 8-17-21.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

**Memo Date:** August 11, 2021  
**Agenda Date:** September 20, 2021  
**Prepared By:** Lori Chabot, Redevelopment Coordinator  
**Through:** Charlene Neuterman, Interim Community Services Director  
**Requested Action:**  
Agency approval for the Proposed Fiscal Year 2022 Budget for the Diamond Square CRA.

### BACKGROUND:

To finalize the Diamond Square CRA Fiscal Year 2022 Budget, a list of priorities is being presented based on the current Diamond Square Community Redevelopment Agency Plan Update of 2014. Since 2014, the Diamond Square CRA has been active in completing many of the redevelopment projects listed in the Plan Update. Pursuant to F.S. 163, Part II (the Community Redevelopment Act of 1969), a Redevelopment Plan is necessary to undertake and carry out community redevelopment activities within the CRA.

The Redevelopment Plan identified project activities that potentially could be completed before the CRA sunsets in 2028. The following projects have been, or are nearing completion in 2020:

- Grand Opening of the new Dr. Joe Lee Smith Community Center
- Habitat for Humanity Female Veteran's Village - 1<sup>st</sup> home complete, 2<sup>nd</sup> underway
- Residential Paint Grant Program began
- Residential Landscape Grant Program began
- Commercial Façade grant program
- Repair and update Diamond Square location signs
- Funding for community policing efforts with the Cocoa PD and Cocoa PAL
- Funding for youth mentoring programs through ANR

- Purchase of bus stop benches and trashcans throughout the CRA
- Funding for Summer Camp Scholarships
- Funding for Upstart Cocoa in Diamond Square

The projects listed above were funded in part with City, Local, State and Federal funds. These projects are the catalyst to continuing the economic growth of the Diamond Square CRA and the community.

At the May 17, 2021 Diamond Square CRA meeting, the following list of projects were recommended for the Fiscal Year 2022:

- Development of residential infill housing (affordable/home ownership) - \$475,000
- Services for youth/adults/seniors in the DSCRA
- Residential Paint Grant Program - \$10,000
- Residential Landscaping Grant Program - \$5,000
- Commercial Façade Improvement Program - \$10,000
- Health Care for DS CRA residents
- Stone Street re-zoning to multi-use
- Harry T. Moore Center Historical Marker Sign
- Upstart Cocoa - \$10,000

All remaining funds will be put in the Contingency Account to be used for project/program priorities.

Staff is requesting approval of the Proposed Fiscal Year 2022 Budget for the Diamond Square CRA.

**BUDGETARY IMPACT:**

N/A

**PREVIOUS ACTION:**

None

**RECOMMENDED MOTION:**

Agency approval for the Proposed Fiscal Year 2022 Budget for the Diamond Square CRA.

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|                                                                     | FY2022<br>FY 2022<br>CITY MGR | FY 2021<br>ADJUSTED<br>BUDGET | FY2022 DEPT REQ<br>TO FY 2021<br>\$ OF CHANGE | FR FY 2022<br>TO FY 2021<br>% OF CHANGE | FY 2021<br>Y-T-D<br>ACTUALS | FY 2020<br>LAST YEARS<br>ACTUALS | FY 2019<br>2 YEAR'S AGO<br>ACTUALS |
|---------------------------------------------------------------------|-------------------------------|-------------------------------|-----------------------------------------------|-----------------------------------------|-----------------------------|----------------------------------|------------------------------------|
| CRA DIAMOND SQUARE 626<br>CRA ADMIN/OPERATIONS<br>PERSONAL SERVICES |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.12-00 REGULAR SALARIES & WAGES                         | 20,852                        | 19,343                        | 1,509                                         | 8                                       | 16,564                      | 8,409                            | 19,797                             |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               | 20,043                                        |                                         |                             |                                  |                                    |
| ...1 REDEVELOPMENT PROGRAM MANAGER (40%)<br>YEAR-END ACCRUALS       |                               |                               | 809<br>20,852                                 |                                         |                             |                                  |                                    |
| 111-3230-559.12-12 ACCRUAL PAYOUTS                                  | 0                             | 73                            | 73-                                           | 100-                                    | 72                          | 532                              | 0                                  |
| 111-3230-559.14-00 OVERTIME                                         | 0                             | 0                             | 0                                             | 0                                       | 0                           | 0                                | 10                                 |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               |                                               |                                         |                             |                                  |                                    |
| YEAR-END ACCRUALS - 11 DAYS                                         |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.15-00 SPECIAL PAY                                      | 0                             | 0                             | 0                                             | 0                                       | 0                           | 20                               | 0                                  |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.21-00 FICA TAXES                                       | 1,686                         | 1,565                         | 121                                           | 8                                       | 1,341                       | 699                              | 1,553                              |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               | 1,621                                         |                                         |                             |                                  |                                    |
| YEAR-END ACCRUALS - 11 DAYS                                         |                               |                               | 65<br>1,686                                   |                                         |                             |                                  |                                    |
| 111-3230-559.22-00 RETIREMENT CONTRIBUTIONS                         | 2,988                         | 2,617                         | 371                                           | 14                                      | 2,259                       | 833                              | 1,648                              |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               | 2,871                                         |                                         |                             |                                  |                                    |
| YEAR-END ACCRUALS                                                   |                               |                               | 117<br>2,988                                  |                                         |                             |                                  |                                    |
| 111-3230-559.23-00 INSURANCES                                       | 130                           | 632                           | 502-                                          | 79-                                     | 341                         | 90                               | 1,759                              |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               | 70                                            |                                         |                             |                                  |                                    |
| ...GROUP LIFE<br>OPT OUT (1) SPLIT                                  |                               |                               | 60<br>130                                     |                                         |                             |                                  |                                    |
| 111-3230-559.23-04 MEDICAL                                          | 4,000                         | 8,174                         | 4,174-                                        | 51-                                     | 3,372                       | 1,339                            | 0                                  |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               | 4,000<br>4,000                                |                                         |                             |                                  |                                    |
| 111-3230-559.23-07 DENTAL INSURANCE                                 | 170                           | 0                             | 170                                           | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL TEXT                                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE                           |                               |                               |                                               |                                         |                             |                                  |                                    |

|                    |                                                    | FY2022<br>FY 2022<br>CITY MGR | FY 2021<br>ADJUSTED<br>BUDGET | FY2022 DEPT REQ<br>TO FY 2021<br>\$ OF CHANGE | FR FY 2022<br>TO FY 2021<br>% OF CHANGE | FY 2021<br>Y-T-D<br>ACTUALS | FY 2020<br>LAST YEARS<br>ACTUALS | FY 2019<br>2 YEAR'S AGO<br>ACTUALS |
|--------------------|----------------------------------------------------|-------------------------------|-------------------------------|-----------------------------------------------|-----------------------------------------|-----------------------------|----------------------------------|------------------------------------|
| CM                 | AMOUNT POSTED BY PAYROLL BUDGET MODULE             |                               |                               | 170<br>170                                    |                                         |                             |                                  |                                    |
| 111-3230-559.23-08 | VISION INSURANCE                                   | 40                            | 0                             | 40                                            | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | AMOUNT POSTED BY PAYROLL BUDGET MODULE             |                               |                               | 40<br>40                                      |                                         |                             |                                  |                                    |
| 111-3230-559.23-09 | LONG TERM DISABILITY                               | 70                            | 0                             | 70                                            | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | AMOUNT POSTED BY PAYROLL BUDGET MODULE             |                               |                               | 70<br>70                                      |                                         |                             |                                  |                                    |
| 111-3230-559.24-00 | WORKER'S COMPENSATION                              | 54                            | 35                            | 19                                            | 54                                      | 53                          | 42                               | 40                                 |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | AMOUNT POSTED BY PAYROLL BUDGET MODULE             |                               |                               | 34                                            |                                         |                             |                                  |                                    |
|                    | ADDITIONAL AMOUNT TO BE ALLOCATED TO 520 FUND      |                               |                               | 20<br>54                                      |                                         |                             |                                  |                                    |
| 111-3230-559.27-00 | BENEFIT OFFSET                                     | 960                           | 1,080                         | 120-                                          | 11-                                     | 941                         | 184                              | 705                                |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | AMOUNT POSTED BY PAYROLL BUDGET MODULE             |                               |                               | 960<br>960                                    |                                         |                             |                                  |                                    |
| <hr/>              |                                                    |                               |                               |                                               |                                         |                             |                                  |                                    |
| *                  | PERSONAL SERVICES                                  | 30,950                        | 33,519                        | 2,569-                                        | 8-                                      | 24,943                      | 12,148                           | 25,512                             |
| <hr/>              |                                                    |                               |                               |                                               |                                         |                             |                                  |                                    |
|                    | OPERATING                                          |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.31-00 | PROFESSIONAL SERVICES                              | 520,000                       | 48,100                        | 471,900                                       | 981                                     | 28,050                      | 32,647                           | 20,031                             |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | RFP # P-19-01-COC - DIAMOND SQUARE INITIATIVE PROJ |                               |                               |                                               |                                         |                             |                                  |                                    |
|                    | ...PAID IN MONTHLY INSTALLMENTS                    |                               |                               | 25,000                                        |                                         |                             |                                  |                                    |
|                    | ADDITIONAL DIAMOND SQUARE INITIATIVE SVC PROVIDER  |                               |                               | 20,000                                        |                                         |                             |                                  |                                    |
|                    | CS21MB NEW HOME CONSTRUCTION ASSISTANCE            |                               |                               | 475,000<br>520,000                            |                                         |                             |                                  |                                    |
| 111-3230-559.31-01 | LEGAL EXPENSES                                     | 1,200                         | 1,800                         | 600-                                          | 33-                                     | 1,801                       | 1,697                            | 841                                |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | LEGAL EXPENSES FOR AGENCY MEETINGS                 |                               |                               | 1,200<br>1,200                                |                                         |                             |                                  |                                    |
| 111-3230-559.32-00 | ACCOUNTING & AUDITING                              | 5,000                         | 5,000                         | 0                                             | 0                                       | 5,000                       | 0                                | 0                                  |
| LEVEL              | TEXT                                               |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                 | CRA AUDIT                                          |                               |                               | 5,000<br>5,000                                |                                         |                             |                                  |                                    |

|                                            | FY2022<br>FY 2022<br>CITY MGR | FY 2021<br>ADJUSTED<br>BUDGET | FY2022 DEPT REQ<br>TO FY 2021<br>\$ OF CHANGE | FR FY 2022<br>TO FY 2021<br>% OF CHANGE | FY 2021<br>Y-T-D<br>ACTUALS | FY 2020<br>LAST YEARS<br>ACTUALS | FY 2019<br>2 YEAR'S AGO<br>ACTUALS |
|--------------------------------------------|-------------------------------|-------------------------------|-----------------------------------------------|-----------------------------------------|-----------------------------|----------------------------------|------------------------------------|
| 111-3230-559.34-00 CONTRACT SERVICES       | 4,500                         | 4,500                         | 0                                             | 0                                       | 2,227                       | 659                              | 61,875                             |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM COCOA PD / POLICE ATHLETIC LEAGUE (PAL) |                               | 4,500                         |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 4,500                         |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.39-00 CONTINGENCY             | 134,140                       | 166,862                       | 32,722-                                       | 20-                                     | 0                           | 0                                | 0                                  |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM FY2022 CONTINGENCY                      |                               | 110,598                       |                                               |                                         |                             |                                  |                                    |
| INCREASE DUE TO PROPOSED MILLAGE INCREASE  |                               | 23,542                        |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 134,140                       |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.40-00 TRAVEL & PER DIEM       | 2,350                         | 2,350                         | 0                                             | 0                                       | 0                           | 1,319                            | 1,872                              |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM FRA CONFERENCE (3) BOARD MEMBERS        |                               | 2,350                         |                                               |                                         |                             |                                  |                                    |
| ....FORT MYERS LUMINARY                    |                               | 2,350                         |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.41-00 COMMUNICATION           | 0                             | 0                             | 0                                             | 0                                       | 0                           | 0                                | 261                                |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM AMOUNT POSTED BY PAYROLL BUDGET MODULE  |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.42-00 POSTAGE & FREIGHT       | 500                           | 500                           | 0                                             | 0                                       | 0                           | 0                                | 423                                |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM POSTAGE AND FREIGHT                     |                               | 500                           |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 500                           |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.43-00 ELECTRIC/WATER/SEWER    | 0                             | 0                             | 0                                             | 0                                       | 0                           | 0                                | 234                                |
| 111-3230-559.45-00 INSURANCE               | 6,012                         | 5,726                         | 286                                           | 5                                       | 5,726                       | 5,564                            | 4,331                              |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM CRA INSURANCE                           |                               | 6,012                         |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 6,012                         |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.46-00 REPAIRS & MAINTENANCE   | 0                             | 3,600                         | 3,600-                                        | 100-                                    | 3,600                       | 0                                | 5,564                              |
| 111-3230-559.47-00 PRINTING & BINDING      | 100                           | 100                           | 0                                             | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM PRINTING AND BINDING                    |                               | 100                           |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 100                           |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.48-00 PROMOTIONAL ACTIVITIES  | 1,000                         | 1,000                         | 0                                             | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |
| CM NEW DIAMOND SQUARE PROMOTIONAL MATERIAL |                               | 1,000                         |                                               |                                         |                             |                                  |                                    |
|                                            |                               | 1,000                         |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.49-00 OTHER CHARGES & OBLIG.  | 500                           | 6,500                         | 6,000-                                        | 92-                                     | 0                           | 81                               | 101                                |
| LEVEL TEXT                                 |                               | TEXT AMT                      |                                               |                                         |                             |                                  |                                    |

|                             |                                                                                                                | FY2022<br>FY 2022<br>CITY MGR | FY 2021<br>ADJUSTED<br>BUDGET | FY2022 DEPT REQ<br>TO FY 2021<br>\$ OF CHANGE | FR FY 2022<br>TO FY 2021<br>% OF CHANGE | FY 2021<br>Y-T-D<br>ACTUALS | FY 2020<br>LAST YEARS<br>ACTUALS | FY 2019<br>2 YEAR'S AGO<br>ACTUALS |
|-----------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|-----------------------------------------------|-----------------------------------------|-----------------------------|----------------------------------|------------------------------------|
| CM                          | LEGAL ADVERTISING                                                                                              |                               |                               | 500<br>500                                    |                                         |                             |                                  |                                    |
| 111-3230-559.52-00          | OPERATING SUPPLIES                                                                                             | 100                           | 100                           | 0                                             | 0                                       | 0                           | 92                               | 2,756                              |
| LEVEL                       | TEXT                                                                                                           |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                          | OPERATING SUPPLIES                                                                                             |                               |                               | 100<br>100                                    |                                         |                             |                                  |                                    |
| 111-3230-559.54-00          | MEMBERSHIP/PUBLICATIONS                                                                                        | 675                           | 675                           | 0                                             | 0                                       | 545                         | 635                              | 670                                |
| LEVEL                       | TEXT                                                                                                           |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                          | MEMBERSHIP DUES - DEO<br>FRA MEMBERSHIP                                                                        |                               |                               | 175<br>500<br>675                             |                                         |                             |                                  |                                    |
| 111-3230-559.55-00          | TRAINING                                                                                                       | 1,685                         | 1,685                         | 0                                             | 0                                       | 0                           | 890                              | 790                                |
| LEVEL                       | TEXT                                                                                                           |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                          | TRAINING - FRA ACADEMY<br>FRA CONFERENCE 3 MEMBERS                                                             |                               |                               | 1,685<br>1,685                                |                                         |                             |                                  |                                    |
| * OPERATING                 |                                                                                                                | 677,762                       | 248,498                       | 429,264                                       | 173                                     | 46,949                      | 43,584                           | 99,749                             |
| CAPITAL                     |                                                                                                                |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.63-00          | INFRASTRUCTURE                                                                                                 | 0                             | 0                             | 0                                             | 0                                       | 0                           | 47,488                           | 0                                  |
| * CAPITAL                   |                                                                                                                | 0                             | 0                             | 0                                             | 0                                       | 0                           | 47,488                           | 0                                  |
| GRANTS & AIDS               |                                                                                                                |                               |                               |                                               |                                         |                             |                                  |                                    |
| 111-3230-559.83-00          | OTHER GRANTS & AIDS                                                                                            | 22,500                        | 35,000                        | 12,500-                                       | 36-                                     | 9,805                       | 0                                | 0                                  |
| LEVEL                       | TEXT                                                                                                           |                               |                               | TEXT AMT                                      |                                         |                             |                                  |                                    |
| CM                          | COMMERCIAL FACADE GRANTS<br>RESIDENTIAL BEAUTIFICATION GRANTS<br>PILOT PAINT PROGRAM<br>UPSTART DIAMOND SQUARE |                               |                               | 10,000<br>5,000<br>5,000<br>2,500<br>22,500   |                                         |                             |                                  |                                    |
| * GRANTS & AIDS             |                                                                                                                | 22,500                        | 35,000                        | 12,500-                                       | 36-                                     | 9,805                       | 0                                | 0                                  |
| ** CRA ADMIN/OPERATIONS     |                                                                                                                | 731,212                       | 317,017                       | 414,195                                       | 131                                     | 81,697                      | 103,220                          | 125,261                            |
| *** COMMUNITY DEVELOPMENT   |                                                                                                                | 731,212                       | 317,017                       | 414,195                                       | 131                                     | 81,697                      | 103,220                          | 125,261                            |
| **** CRA DIAMOND SQUARE 626 |                                                                                                                | 731,212                       | 317,017                       | 414,195                                       | 131                                     | 81,697                      | 103,220                          | 125,261                            |
|                             |                                                                                                                | 731,212                       | 317,017                       | 414,195                                       | 131                                     | 81,697                      | 103,220                          | 125,261                            |

PREPARED 08/17/21, 14:29:28  
PROGRAM GM601L; CMREVCOM

Budget Revenue Detail Compared w/Actuals  
FOR FISCAL YEAR 2022

PAGE 1

|                                              | FY2022<br>FY 2022<br>CITY MGR | FY 2021<br>ADJUSTED<br>BUDGET | FR FY 2022<br>TO FY 2021<br>\$ OF CHANGE     | FR FY 2022<br>TO FY 2021<br>% OF CHANGE | FY 2021<br>Y-T-D<br>ACTUALS | FY 2020<br>LAST YEARS<br>ACTUALS | FY 2019<br>2 YEAR'S AGO<br>ACTUALS |
|----------------------------------------------|-------------------------------|-------------------------------|----------------------------------------------|-----------------------------------------|-----------------------------|----------------------------------|------------------------------------|
| CRA DIAMOND SQUARE 626                       |                               |                               |                                              |                                         |                             |                                  |                                    |
| SHARED REVENUE LOCAL UNIT                    |                               |                               |                                              |                                         |                             |                                  |                                    |
| 111-0000-338.00-00 SHARED REVENUE LOCAL UNIT | 351,348                       | 317,017                       | 34,331                                       | 11                                      | 288,325                     | 238,016                          | 201,756                            |
| LEVEL TEXT                                   |                               |                               |                                              |                                         |                             |                                  |                                    |
| CM                                           |                               |                               |                                              |                                         |                             |                                  |                                    |
|                                              |                               |                               | TEXT AMT                                     |                                         |                             |                                  |                                    |
|                                              |                               |                               | FY 21 DISTRICT IV REC \$20,453 @ 95%         |                                         |                             |                                  |                                    |
|                                              |                               |                               | 19,431                                       |                                         |                             |                                  |                                    |
|                                              |                               |                               | FY 21 COCOA \$30,449,698 X 6.4532/1000 @ 95% |                                         |                             |                                  |                                    |
|                                              |                               |                               | 196,497                                      |                                         |                             |                                  |                                    |
|                                              |                               |                               | ***UPDATED WITH TIF 6/21***                  |                                         |                             |                                  |                                    |
|                                              |                               |                               | FY 21 COUNTY TIF \$142,547 @ 95%             |                                         |                             |                                  |                                    |
|                                              |                               |                               | 135,420                                      |                                         |                             |                                  |                                    |
|                                              |                               |                               | 351,348                                      |                                         |                             |                                  |                                    |
| * SHARED REVENUE LOCAL UNIT                  | 351,348                       | 317,017                       | 34,331                                       | 11                                      | 288,325                     | 238,016                          | 201,756                            |
| ** INTERGOVERNMENTAL REVENUE                 | 351,348                       | 317,017                       | 34,331                                       | 11                                      | 288,325                     | 238,016                          | 201,756                            |
| INTEREST & OTHER EARNINGS                    |                               |                               |                                              |                                         |                             |                                  |                                    |
| 111-0000-361.10-00 INTEREST                  | 0                             | 0                             | 0                                            | 0                                       | 2,188                       | 1,619                            | 972                                |
| * INTEREST & OTHER EARNINGS                  | 0                             | 0                             | 0                                            | 0                                       | 2,188                       | 1,619                            | 972                                |
| ** MISCELLANEOUS REVENUES                    | 0                             | 0                             | 0                                            | 0                                       | 2,188                       | 1,619                            | 972                                |
| NON OPERATING SOURCES                        |                               |                               |                                              |                                         |                             |                                  |                                    |
| 111-0000-389.99-50 FUND BAL-APPROP. RESERVES | 379,864                       | 0                             | 379,864                                      | 0                                       | 0                           | 0                                | 0                                  |
| LEVEL TEXT                                   |                               |                               |                                              |                                         |                             |                                  |                                    |
| CM                                           |                               |                               |                                              |                                         |                             |                                  |                                    |
|                                              |                               |                               | TEXT AMT                                     |                                         |                             |                                  |                                    |
|                                              |                               |                               | FUND BALANCE                                 |                                         |                             |                                  |                                    |
|                                              |                               |                               | 379,864                                      |                                         |                             |                                  |                                    |
|                                              |                               |                               | 379,864                                      |                                         |                             |                                  |                                    |
| * NON OPERATING SOURCES                      | 379,864                       | 0                             | 379,864                                      | 0                                       | 0                           | 0                                | 0                                  |
| ** OTHER SOURCES (NON-REV)                   | 379,864                       | 0                             | 379,864                                      | 0                                       | 0                           | 0                                | 0                                  |
| *** CRA DIAMOND SQUARE 626                   | 731,212                       | 317,017                       | 414,195                                      | 131                                     | 290,513                     | 239,635                          | 202,728                            |
|                                              | 731,212                       | 317,017                       | 414,195                                      | 131                                     | 290,513                     | 239,635                          | 202,728                            |





Legislation Details (With Text)

**File #:** 21-576      **Version:** 1      **Name:**  
**Type:** Agenda      **Status:** Agenda Ready  
**File created:** 8/25/2021      **In control:** Diamond Square RDA  
**On agenda:** 9/20/2021      **Final action:**  
**Title:** Consider renewing the Professional Services Agreement with the Alliance for Neighborhood Restoration for Fiscal Year 2022, upon the same terms as the current one-year agreement, approved August 19, 2021, pending the Adoption of the FY 2022 Budget.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Draft Agreement with ANR FY2022.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

**DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM**

**Memo Date:** August 25, 2021  
**Agenda Date:** September 20, 2021  
**Prepared By:** Lori Chabot, Redevelopment Coordinator  
**Through:** Charlene Neuterman, Interim Community Services Director  
**Requested Action:**

Consider renewing the Professional Services Agreement with the Alliance for Neighborhood Restoration for Fiscal Year 2022, upon the same terms as the current one-year agreement, approved August 19, 2021, pending the Adoption of the FY 2022 Budget.

**BACKGROUND:**

On September 25, 2018, the Diamond Square CRA entered a Professional Services Agreement with the Alliance for Neighborhood Restoration ("ANR"), whereby ANR would provide community services related to workforce career readiness and crime prevention. ANR successfully submitted a proposal that addressed workforce career readiness and crime prevention. The Agreement outlined specific goals, deliverables and reporting requirements. In August of 2019, the Diamond Square Redevelopment Agency renewed the agreement for Fiscal Year 2021.

The existing agreement has an effective term of October 1, 2020 through September 30, 2021. In accordance with Paragraph VI. of the agreement and its Amendment, ANR is currently being compensated a total of \$25,000 over the term of the Agreement, which is paid in equal monthly payments. ANR receives payment after receipt of submission of a monthly report and deliverables. Monthly reports are due to the Community Services Director or designee no later than ten (10) days after the end of each month.

Based upon the monthly reports submitted, ANR has satisfied the requirements of the Agreement. Further, this program meets Goal 4.4 (Programs and Partners for Kids) and Goal 5.3 (Role Models and Mentoring) in the Diamond Square Community Redevelopment Plan Update.

Accordingly, staff requests authorization from the Diamond Square Redevelopment Agency Board to execute an Agreement with the Alliance for Neighborhood Restoration, for a one-year term from October 1, 2020 through September 30, 2021, upon the same terms and conditions of the FY19-20 Agreement between the parties, with the exception of the payment terms. The Agreement for FY21-22 will be for \$25,000, payable in twelve (12) equal monthly installments, after submittal of monthly performance reports for each of the twelve months of the contract, conditioned upon Council Approval of the Fiscal Year 2022 Budget.

**BUDGETARY IMPACT:**

Approval of this agenda will provide direction to Staff to budget accordingly for Fiscal Year 2022

**PREVIOUS ACTION:**

Agenda #18-431 (9/17/2018) - Contract Awarded to ANR  
Agenda #19-387 (8/19/2019) - First Contract renewal with ANR  
Agenda #20165 (March 9, 2020) - Contract renewal with ANR

**RECOMMENDED MOTION:**

Consider renewing the Professional Services Agreement with the Alliance for Neighborhood Restoration for Fiscal Year 2022, upon the same terms as the current one-year agreement, approved August 19, 2021, pending the Adoption of the FY 2022 Budget.

Diamond Square Initiative Project  
Professional Services Agreement FY 2022 (DRAFT August, 2021)

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Cocoa Diamond Square Redevelopment Agency, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq. Florida Statutes, whose address is 65 Stone Street, Cocoa, Florida (hereinafter referred to as the CRA) and the Alliance for Neighborhood Restoration (hereinafter referred to as the Alliance) whose address is Post Office Box 727, Cocoa, FL 32923.

The CRA intends to enter into a Professional Services Agreement with the Alliance for the provision of services by the Alliance and the reimbursement for those services by CRA as set forth below.

**I. SCOPE OF SERVICES**

The Alliance will perform the following services on behalf of the CRA with respect to matters relating to or affecting the Diamond Square Redevelopment Plan. **All services funded by this Services Agreement shall be for Diamond Square residents only.** Responsibilities include, but are not limited to:

- a) Development of Community Policing Innovations: Projects and initiatives that focus on preventative ways to address crime, such as repairing damaged fences, installing or improving street lighting, meeting with business and homeowners to improve security measures, graffiti removal and park cleaning. Additional community policing innovations may include projects or initiatives that focus on school safety, child abuse intervention, domestic and gun violence, and drugs.
- b) Workforce and Career Readiness Training: Initiatives that educate and train individuals to meet the needs of current and future business and industry in order to maintain a sustainable competitive economic environment.

**II. SPECIFIC GOALS OF THIS PROGRAM**

Reverse the spiraling decline of the neighborhood caused by drug use and crime, and provide for the public health, safety, morals and welfare of the community.

- a) Plan and implement Out of School Time (OST) programs for the Cocoa Police Athletic League (PAL) Center/Moore Center located at 307 Blake Avenue, for a minimum of 25 youth during the school year, and a minimum of 25 for four weeks during the summer.
- b) Plan and implement a four-week Summer Career Readiness Program and on-the-job training for a minimum of 15 Diamond Square Youth in Phase 1 and a minimum of 5 in Phase 3 on-the-job trainees.
- c) Coordinate a Youth Summit to provide opportunities to connect area youth with College-aged mentors.
- d) Coordinate Crime Prevention Activities for Youth that help build character, develop leadership skills and build a rapport with law enforcement.
- e) Coordinate and sponsor a PAL Basketball Program for area youth, targeting a minimum of 20 Diamond Square Youth between the ages of 8-14, representing 50% of those participating.
- f) Plan, coordinate, and host a Job Readiness and Employment Workshop targeting 30-50 residents, ages 16-21 in the Diamond Square Community.

**III. THE PAL AFTER SCHOOL/SUMMER ACADEMY PROGRAM MODEL**

- a) This program serves as a Program Service Delivery Model that provides a range of services and supportive programs:
  - i. Educational
  - ii. Cultural
  - iii. Recreational
  - iv. Health
  - v. Justice-related programming
- b) The goal is as follows:
  - i. Promote skill building and mastery through Out of School Time programming.

**IV. WORKFORCE READINESS MODEL**

- a) This program serves as a catalyst to expose youth to the world of work through job shadowing, summer employment, technology workshops and other hands-on opportunities.
- b) The goals are as follows:
  - i. To enhance the employment opportunities of under-served youth by providing career exploration, training, and development of social skills through partnering with public and private organizations to create models of success and improve the overall health of the community.
  - ii. Upon completion of the full year (2021-2022) of leadership training coupled with a volunteer requirement, youth will participate in an on-the-job training component in the 2022 PAL Summer Academy and other partnering organizations.
  - iii. Assist in the design and implementation of the Summer Academy Program, providing an opportunity for both children and teens interact in a camp-like setting. As counselors, they will develop skills in mentoring, problem solving and conflict resolution.
  - iv. Plan, coordinate and host Life Skills and Job readiness Workshop to help employers develop talent pipelines by implementing comprehensive strategies and tools that promote self-sufficiency and workforce development to help potential employees to be better equipped and prepared for workforce success.

**V. REPORTING REQUIREMENTS**

- a) The preparation and submission of twelve (12) monthly reports detailing the specific efforts regarding the above referenced services. The Monthly Report (Exhibit A) will provide the status of all services. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten (10) days after the end of each month. The Community Services Director must approve the form of each Monthly Report prior to any disbursement of funds being authorized by the CRA.
  - i. At a minimum, the Monthly Report shall include:
    - 1. Job locations, job titles, job descriptions and hours worked
    - 2. Monthly Activity Report (template to be provided)
    - 3. Attendance Reports

4. Monthly Deliverables as outlined in the 2021-2022 Program Deliverables Provided (Exhibit B)

- b) In the event any Program level is not accomplished as detailed above, a Corrective Action Report will be submitted to the Community Services Director and/or their designee at the time of the specific Monthly Report. The Corrective Action Report, must detail the actions to be taken to correct the cited deficiency within the next month or another month.
- c) The preparation and submission of an Annual Report detailing the specific efforts regarding the above referenced services. The Annual Report will provide the status and performance measurements of all services as detailed above. This report is to be submitted for review by the Community Services Director and/or their designee no later than ten days after the end of the fiscal year.
- d) Upon the request of the CRA, a representative of the Alliance shall present the report(s) to the Board.
- e) The Alliance shall provide evidence of its current non-profit corporate status prior to any disbursement of funds being authorized by the CRA, to include its most recent 990 filing.
- f) The following items must be submitted by the Alliance prior to any disbursement of funds being authorized by the CRA:
  - i. Operational Budget
  - ii. Copy of Assessment Pre and Post tests
  - iii. A detailed summary of the curriculum that describes the above-mentioned goals, outcomes and deliverables.
  - iv. Monthly schedule of Diamond Square Grant Initiatives Program
  - v. A copy of intake materials
  - vi. A copy of the number of attendees at each program activity. Actual sign-in sheets may be required.

**VI. COMPENSATION AND METHOD OF PAYMENT**

- a) For the period of October 1, 2021 through September 30, 2022, the CRA shall reimburse the Alliance for performing services specified in the Scope of Work in the amount of: 12 monthly payments, not to exceed the annual maximum amount of Twenty-Five Thousand Dollars and no cents (\$25,000.00). Funds will be paid after the submission of the Monthly Report.
- b) Payment schedule is as follows:
  - i. October 2021 through August 2022– monthly payments of (\$2,083) each;
  - ii. September 2022 – payment of (\$2,087). Final payment of FY2022

**VII. ADDITIONAL SERVICES**

- a) The undertaking by the Alliance to perform services defined within this Services Agreement is only for those services specifically described herein. Upon the request of the CRA, the Alliance may agree to perform additional services. The CRA shall pay the Alliance for the performance of such additional services at an amount to be separately negotiated.

**VIII. TERMINATION**

- a) Either party upon a thirty (30) day written notice to the other party may terminate this Services Agreement with or without cause.

**IX. PERSONS BOUND BY SERVICES AGREEMENT**

- a) The persons bound by this Services Agreement are the Alliance and the CRA and their partners, successors, heirs, executors, administrators and other legal representatives.
- b) This Services Agreement and any interest associated with this Services Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other or transferred by either party without the prior written consent of the other party.
- c) Nothing herein shall be construed to give any rights or benefits arising from this Services Agreement to anyone other than the Alliance and the CRA.

**X. MISCELLANEOUS PROVISIONS**

- a) Time is of the Essence
  - i. Time is of the essence of this Services Agreement, and the parties agree to cooperate with each other in performing their respective obligations under this Services Agreement.
- b) Independent Contractor
  - i. Alliance and all employees of the Alliance shall be considered an Independent Contractor under this Services Agreement and not an employee or agent of the CRA.
- c) Governing Law
  - i. This Services Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that, in any dispute between those relating to this Services Agreement, exclusive jurisdiction for state court actions shall be the trial courts located in Brevard County, Florida and for Federal actions in the district court located in Orlando, Florida. Any obligation as to jurisdiction or venue in such courts is hereby expressly waived.
- d) Amendments
  - i. This Services Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto and approved by the CRA.
- e) Entire Services Agreement
  - i. This Services Agreement supersedes any other agreement, oral or written and contains the entire agreement between the parties as to the subject matter hereof.
- f) Severability
  - i. If any provisions of this Service Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not, affect in any respect the validity or enforceability of the remainder of this Services Agreement.
- g) Effective Date
  - i. This Services Agreement shall become effective on the date it is executed by both parties and shall continue until September 30, 2022, with an opportunity to renew at the discretion of the CRA.
- h) Attorney Fees

Diamond Square Initiative Project  
Professional Services Agreement

- i. Should any dispute or legal action arise out of this Services Agreement or the obligations stated herein, or any dispute or action is based upon this Services Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including without limitations, its attorney fees and costs through all administrative, pre-trial, post judgment, and appellate proceedings.
- i) Insurance – The Alliance, at its own expense, shall keep in force and at all times maintain during the term of this Services Agreement:
  - i. General Liability Insurance: General Liability Insurance issued by the responsible insurance companies and in a form acceptable to the City, with combined single limits of not less than One Million Dollars (\$1,000,000.00), for Bodily Injury and Property Damage per occurrence.
  - ii. Automobile Liability Insurance – Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limits for Bodily Injury and Property Damage per accident.
  - iii. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
  - iv. Insurance Certificates: The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Liability Policies shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to effective date of said action. All insurance policies shall be issued by reasonable companies who are licensed and authorized under the laws of the State of Florida.
- j) Notices
  - i. Unless otherwise stated herein, all notices to the parties of this Service Agreement shall be in writing, certified mail return receipt requested, at the addresses listed in this Agreement.

IN WITNESS WHEREOF the CRA and the Alliance have executed this Services Agreement the day and year indicated below:

CITY OF COCOA  
DIAMOND SQUARE  
REDEVELOPMENT AGENCY  
65 STONE STREET  
COCOA, FL 32922

ALLIANCE FOR NEIGHBORHOOD  
RESTORATION  
POST OFFICE BOX 727  
COCOA, FL 32922

By: \_\_\_\_\_  
Its: City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Executive Director  
Date: \_\_\_\_\_





## Legislation Details (With Text)

**File #:** 21-581      **Version:** 1      **Name:**  
**Type:** Agenda      **Status:** Agenda Ready  
**File created:** 8/25/2021      **In control:** Diamond Square RDA  
**On agenda:**      **Final action:**  
**Title:** Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement...End  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [451 Stone Street App Redacted.pdf](#)  
[451 Stone Street Paint Agreement - .pdf](#)  
[451 Stone Street Pics .pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

**Memo Date:** August 25, 2021  
**Agenda Date:** September 20, 2021  
**Prepared By:** Lori Chabot, Redevelopment Coordinator  
**Through:** Charlene Neuterman, Interim Community Services Director  
**Requested Action:**

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

### **BACKGROUND:**

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

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

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



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

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

If approved, this will be the third applicant to receive up to \$1,000 of paint, paint supplies and pressure washing for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 2 more available in the current fiscal year.

**BUDGETARY IMPACT:**

|                                                  |                              |
|--------------------------------------------------|------------------------------|
| Budgeted                                         | Yes                          |
| If not budgeted, is amendment/transfer attached? | N/A                          |
| Amount Requested                                 | <u>\$1,000.00</u>            |
| Account Number                                   | <u>111-3230-559-83.00</u>    |
| Account Name                                     | <u>Other Grants and Aids</u> |

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

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

**RECOMMENDED MOTION:**

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.



# **DIAMOND SQUARE**

**REDEVELOPMENT AGENCY**

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

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DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

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## **RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION**



**APPLICANT INFORMATION**

Applicant/Name: Anita Gibson Drivers License # 

Home Address: 451 Stone Str Cocoa, FL 32922  
Street City State Zip Code

Telephone: 407.914.1626 E-Mail: j1980nte@yahoo.com

Initial box:

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

Exterior Paint for Walls and Trim:

1584 square feet of home

Green Color Selection - Walls

white Color Selection - Trim

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

## ACKNOWLEDGMENTS AND SIGNATURES

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

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

[Signature]  
Signature of Applicant/Home Owner

7/23/21  
Date

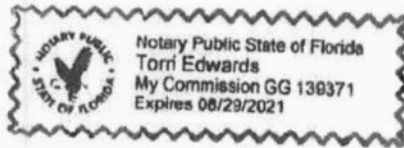
STATE OF Florida, COUNTY OF Brevard

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

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

FL ID as identification.

Notary Public, State of Florida Affix Stamp



Torri Edwards

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

Prepared by:  
Tom Scallard

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

File Number: A-43327

### Special Warranty Deed

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

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

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

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

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

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

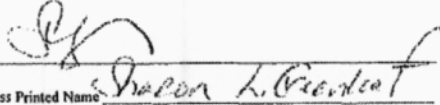
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

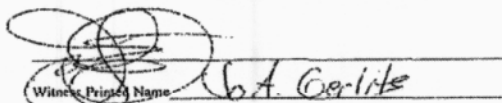
**To Have and to Hold**, the same in fee simple forever.

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

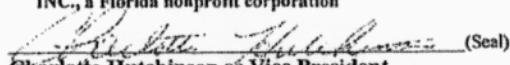
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name: Sharon L. Greenleaf

  
Witness Printed Name: Coletia Gibson

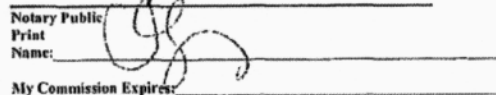
State of Florida  
County of Brevard

**HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**, a Florida nonprofit corporation  
 (Seal)  
**Charlotte Hutchinson as Vice President**  
Address: 4515 Babcock Street, Palm Bay, FL 32905

\_\_\_\_\_  
(Seal)  
Address:

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



Notary Public  
Print Name:   
My Commission Expires:

**HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**  
**REPURCHASE POLICY**

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

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

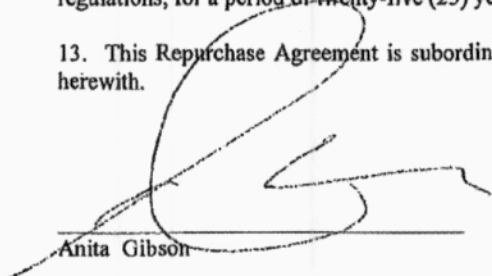
AND WHEREAS, as a condition of said sale, Owner has agreed to grant to Habitat a first right of repurchase in the Property in the event that Owner desires to sell or otherwise dispose of the Property within twenty-five (25) years from the date hereof;

NOW THEREFORE, Seller and Owner agree as follows:

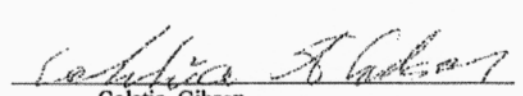
1. Owner hereby agrees that in the event owner desires to sell or otherwise dispose of the Property at any time prior to twenty-five years from the date hereof, the Owner must first offer to sell the Property to Habitat pursuant to the terms and conditions of this agreement.
2. Should Habitat elect to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



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



Anita Gibson



Coletia Gibson



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

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

**RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Applicable Law/Notice.**

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

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

**To The Diamond Square CRA:**

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

**TO THE GRANTEE:**

Anita Gibson

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451 Stone St

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Cocoa, FL 32922

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

10. **Interpretation.** Both the CRA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.
11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.



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

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

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

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

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



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

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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|                                                                          |                                                                                                                                           |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Witnesses:</b><br><br><hr/> Print Name: <hr/> <hr/> Print Name: <hr/> | <b>GRANTEE:</b><br><br><hr/> Print Name: <u>Anita Gibson</u><br><hr/> Title: <u>Homeowner,</u><br><u>451 Stone St, Cocoa, FL</u><br><hr/> |
|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

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

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## **EXHIBIT A**

### **DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT**

Street Address:

451 Stone Street, Cocoa, FL 32922

Owner Name: Anita Gibson

## EXHIBIT B

### GRANT DESCRIPTION

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

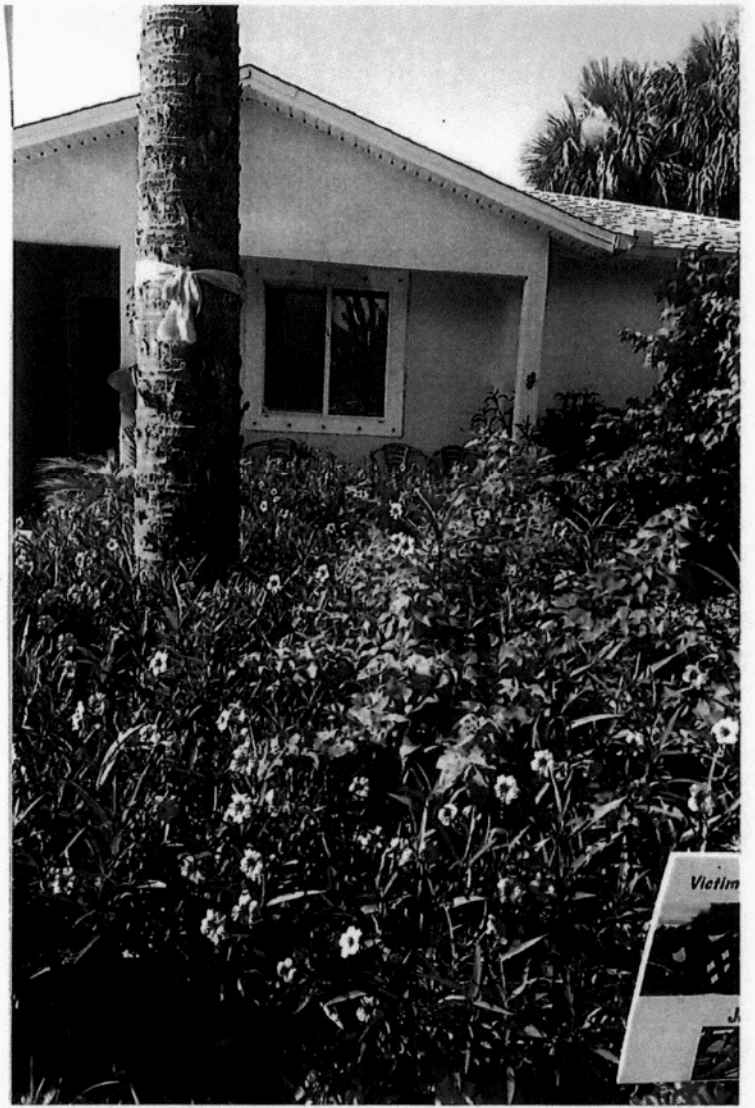
Items Included in this Grant:

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

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

**Total: \$** \_\_\_\_\_







## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                      |                      |   |                    |  |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------------|--|
| <b>File #:</b>        | 21-582                                                                                                                                                                                                                                               | <b>Version:</b>      | 1 | <b>Name:</b>       |  |
| <b>Type:</b>          | Agenda                                                                                                                                                                                                                                               | <b>Status:</b>       |   | Agenda Ready       |  |
| <b>File created:</b>  | 8/25/2021                                                                                                                                                                                                                                            | <b>In control:</b>   |   | Diamond Square RDA |  |
| <b>On agenda:</b>     | 9/20/2021                                                                                                                                                                                                                                            | <b>Final action:</b> |   |                    |  |
| <b>Title:</b>         | Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement...End |                      |   |                    |  |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                      |                      |   |                    |  |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                      |                      |   |                    |  |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                      |                      |   |                    |  |
| <b>Attachments:</b>   | <a href="#">435 Stone Street Paint Agreement - .pdf</a><br><a href="#">435 Stone St Appl.pdf</a><br><a href="#">435 Stone St Pics.pdf</a>                                                                                                            |                      |   |                    |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: August 25, 2021  
Agenda Date: September 20, 2021  
Prepared By: Lori Chabot, Redevelopment Coordinator  
Through: Charlene Neuterman, Interim Community Services Director  
Requested Action:

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

### **BACKGROUND:**

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

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

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



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

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

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

**BUDGETARY IMPACT:**

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

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

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

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

**RECOMMENDED MOTION:**

Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.



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

**THIS GRANT AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 2021 by and between the **City of Cocoa, Diamond Square Community Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("CRA") and SHAWN TURNER whose principal address is 435 Stone St. Cocoa, FL 32922 ("Grantee").

**RECITALS:**

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

**WHEREAS**, a HPP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 435 Stone St. Cocoa, FL ("Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



9. **Applicable Law/Notice.**

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

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

**To The Diamond Square CRA:**

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

**TO THE GRANTEE:**

Shawn Turner

435 Stone St

Cocoa, FL 32922

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

10. **Interpretation.** Both the CRA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.
11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

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

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

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

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

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



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

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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

|                                                                          |                                                                                                                            |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>Witnesses:</b><br><br><hr/> Print Name: <hr/> <hr/> Print Name: <hr/> | <b>GRANTEE:</b><br><br><hr/> Print Name: <u>Shawn Turner</u><br>Title: <u>Homeowner,</u><br><u>435 Stone St, Cocoa, FL</u> |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

STATE OF Florida  
COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

[This area left intentionally blank]

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

435 Stone Street, Cocoa, FL 32922

Owner Name: Shawn Turner

## EXHIBIT B

### GRANT DESCRIPTION

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

Items Included in this Grant:

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

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

**Total: \$** \_\_\_\_\_



# **DIAMOND SQUARE**

**REDEVELOPMENT AGENCY**

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

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DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

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## **RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION**



## Residential Paint Program Guidelines

### **I. Purpose**

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

### **II. Availability of Funds**

---

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

### **III. Eligibility**

---

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

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

### **IV. Applicant Requirements/Program Process**

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

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

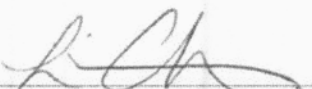
**V. CRA Limit of Liability**

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

Applicant must sign acknowledging receipt of the Program Guidelines.

  
Applicant/Homeowner Signature

August 16, 2021  
Date

  
DIAMOND SQUARE COMMUNITY  
REDEVELOPMENT AGENCY

8/23/21  
Date

## ACKNOWLEDGMENTS AND SIGNATURES

---

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

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



## APPLICANT INFORMATION

---

Applicant/Name: SHAWN TURNER Drivers License # [REDACTED]

Home Address: 435 STONE STREET COCOA FL 32922  
Street City State Zip Code

Telephone: 321-537-4118 E-Mail: shawnturner@cfl.rr.com

Initial box:

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

Exterior Paint for Walls and Trim:

1,190 square feet of home

Graceful Gray Color Selection - Walls

NYPD Blue Color Selection - Trim

*\* paint samples attached.*

---

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



# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2425289  
 Owners TURNER, SHAWN M  
 Mailing Address 435 STONE ST COCOA FL 32922  
 Site Address 435 STONE ST COCOA FL 32922  
 Parcel ID 24-36-33-CC-12-2  
 Property Use 0110 - SINGLE FAMILY RESIDENCE  
 Exemptions HEX1 - HOMESTEAD FIRST  
 HEX2 - HOMESTEAD ADDITIONAL  
 Taxing District 23D0 - COCOA  
 Total Acres 0.14  
 Subdivision COLLEGE PARK AMENDED MAP  
 Site Code 0001 - NO OTHER CODE APPL.  
 Plat Book/Page 0005/0072  
 Land Description COLLEGE PARK AMENDED MAP LOT 2 BLK 12



## VALUE SUMMARY

| Category                  | 2021      | 2020      | 2019      |
|---------------------------|-----------|-----------|-----------|
| Market Value              | \$126,970 | \$122,600 | \$115,200 |
| Agricultural Land Value   | \$0       | \$0       | \$0       |
| Assessed Value Non-School | \$75,880  | \$74,840  | \$73,160  |
| Assessed Value School     | \$75,880  | \$74,840  | \$73,160  |
| Homestead Exemption       | \$25,000  | \$25,000  | \$25,000  |
| Additional Homestead      | \$25,000  | \$24,840  | \$23,160  |
| Other Exemptions          | \$0       | \$0       | \$0       |
| Taxable Value Non-School  | \$25,880  | \$25,000  | \$25,000  |
| Taxable Value School      | \$50,880  | \$49,840  | \$48,160  |

## SALES/TRANSFERS

| Date       | Price     | Type | Instrument |
|------------|-----------|------|------------|
| 03/30/2007 | \$110,000 | WD   | 5765/5365  |
| 07/19/2005 | \$25,000  | WD   | 5503/3544  |
| 04/01/1983 | \$1,600   | WD   | 2422/2033  |
| 10/01/1976 | \$600     | --   | 1671/0861  |
| 04/01/1975 | \$8,000   | PT   | 1524/0068  |

## BUILDINGS

### PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

| Materials       | Details        |                     |
|-----------------|----------------|---------------------|
| Exterior Wall:  | STUCCO         | Year Built 2007     |
| 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) | No Data Found  |
| Garage          |                |
| Open Porch      |                |
| Total Base Area |                |
| Total Sub Area  |                |

Shawn Turner  
Signature of Home Owner

August 20, 2021  
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 20 day of August, 2021,

by Shawn Turner, who is personally known to me or who has produced

\_\_\_\_\_ as identification.

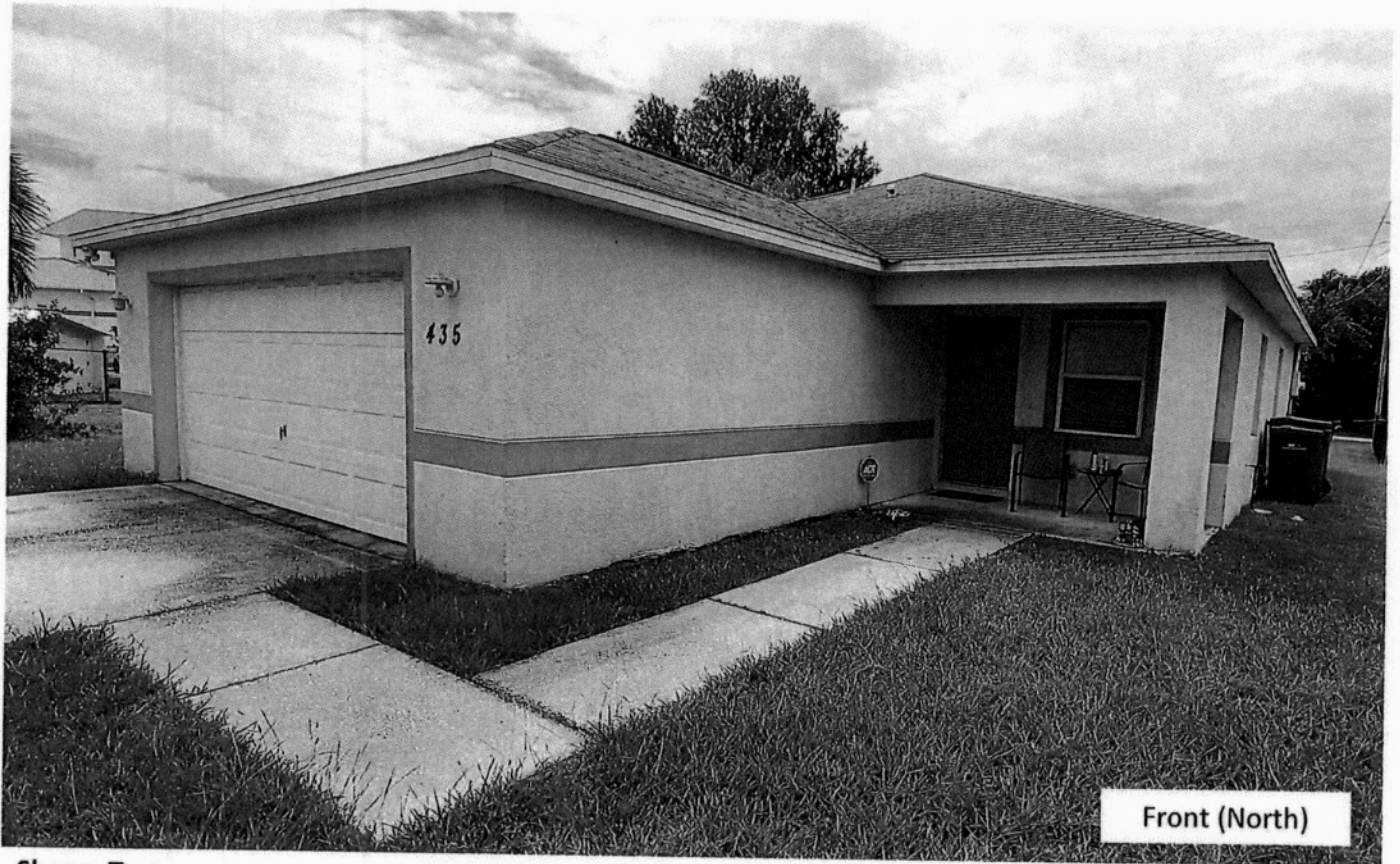
Notary Public, State of Florida Affix Stamp



DENISE J. HAYES  
Commission # HH 070161  
Expires January 10, 2025  
Bonded Thru Budget Notary Services

Denise J. Hayes

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



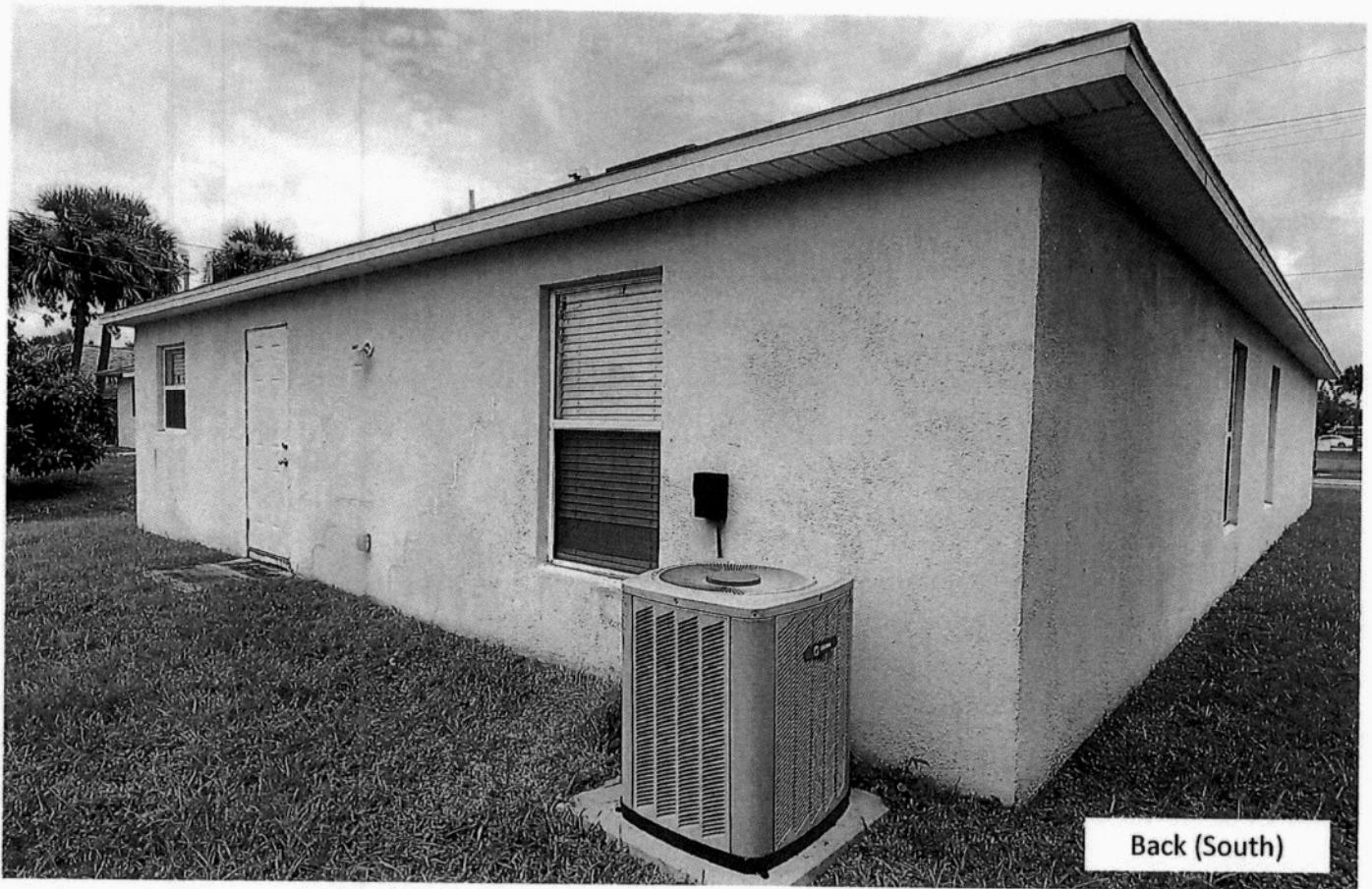
**Shawn Turner**

**435 Stone Street, Cocoa, FL 32922**

**Residential Beautification Program**





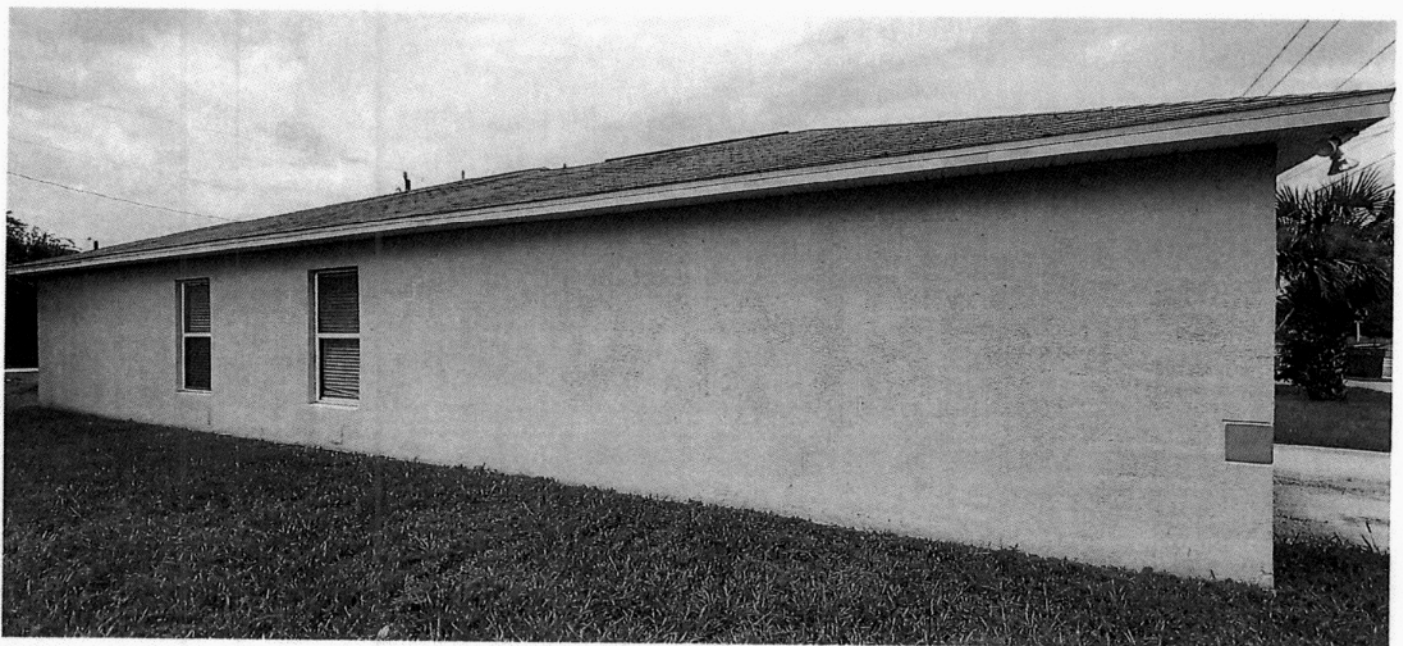


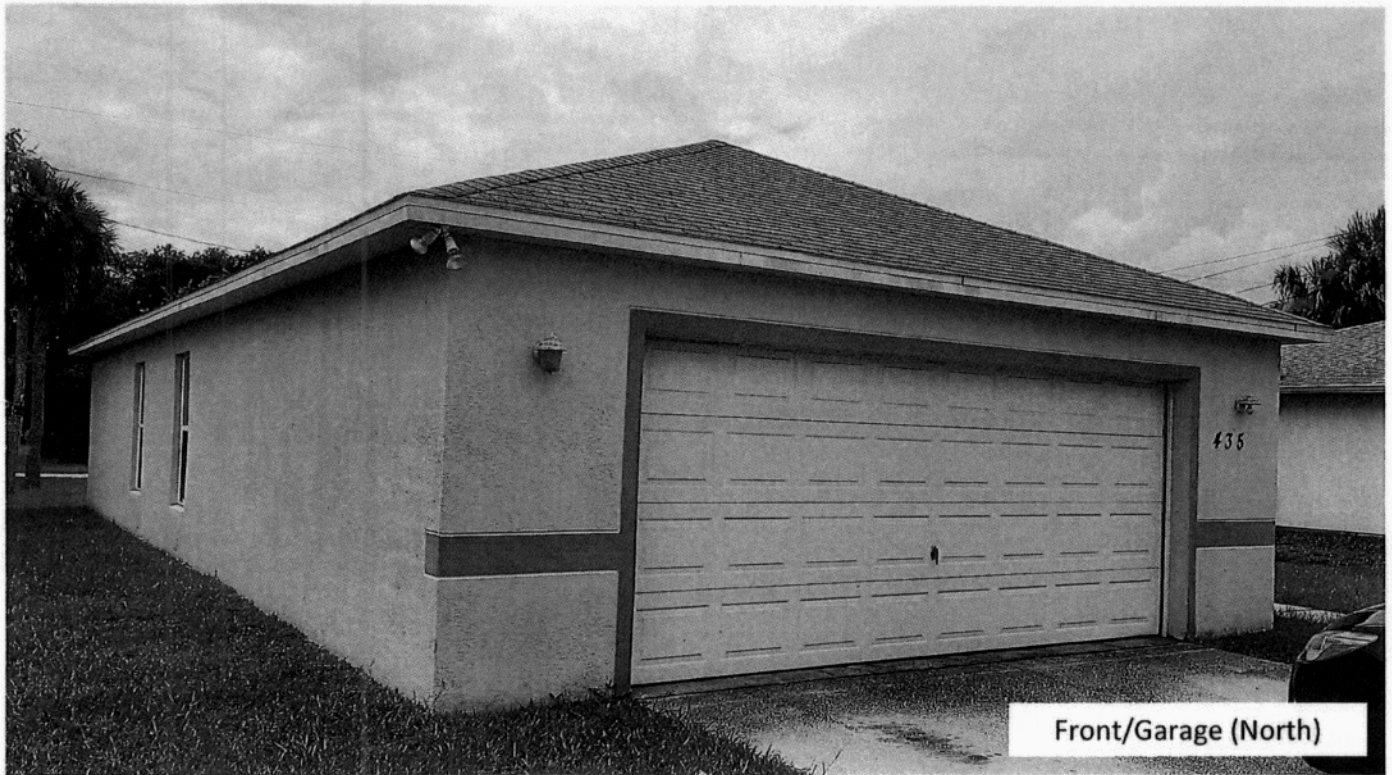
Back (South)

**Shawn Turner**

**435 Stone Street, Cocoa, FL 32922**

**Residential Beautification Program**





Front/Garage (North)

**Shawn Turner**

**435 Stone Street, Cocoa, FL 32922**

**Residential Beautification Program**



Front/Garage (North) BEFORE



## Legislation Details (With Text)

|                |                                                                                                                                                                                                                                                         |               |        |                    |        |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------|--------------------|--------|
| File #:        | 21-577                                                                                                                                                                                                                                                  | Version:      | 1      | 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:   | <a href="#">607 Aurora St Beaut App Redacted.pdf</a><br><a href="#">607 Aurora St Photos.pdf</a><br><a href="#">607 Aurora Street Beautification Agreement.pdf</a>                                                                                      |               |        |                    |        |
| Date           | Ver.                                                                                                                                                                                                                                                    | Action By     | Action |                    | Result |

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: August 25, 2021  
Agenda Date: September 20, 2021  
Prepared By: Lori Chabot, Redevelopment Coordinator  
Through: Charlene Neuterman, Interim Community Services Director

### Requested Action:

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

### BACKGROUND:

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

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

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

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

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

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

**BUDGETARY IMPACT:**

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

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

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

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

**RECOMMENDED MOTION:**

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





# **DIAMOND SQUARE**

## **REDEVELOPMENT AGENCY**

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

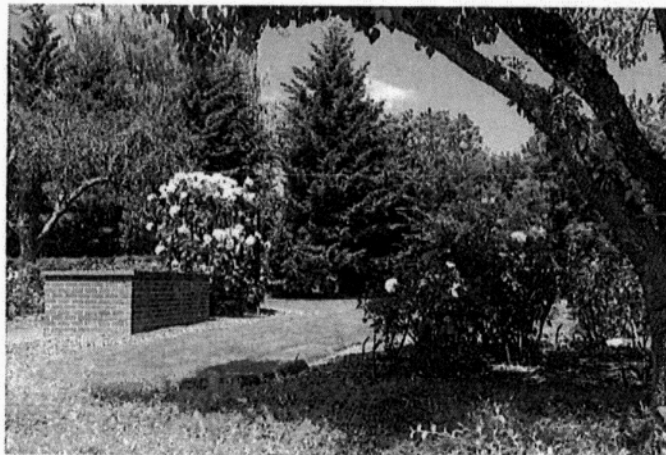
*Bunk*

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DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

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### RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



## Residential Beautification Program Guidelines

### **I. Purpose**

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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**

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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**

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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**

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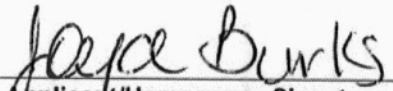
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet 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: 607 Aurora St Corona 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):

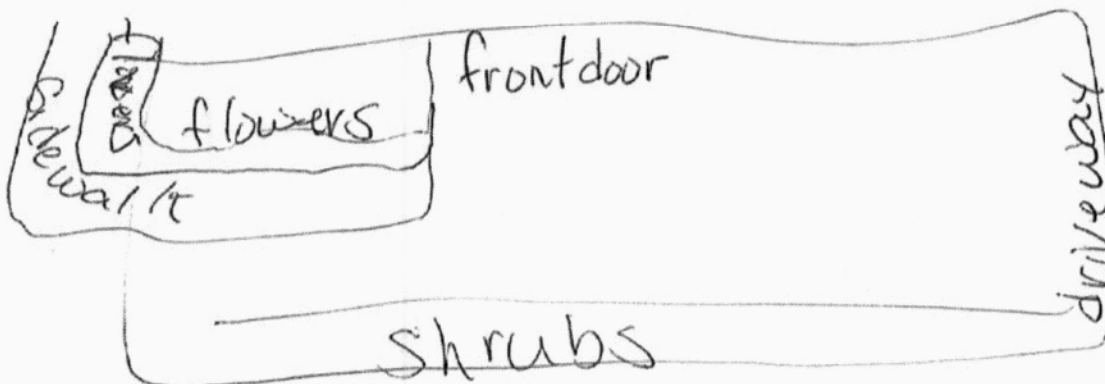
Purple Diamond Semi-Dwarf  
Red Tip Photinia Shrub  
Skip Cherry Laurel Shrubs

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,

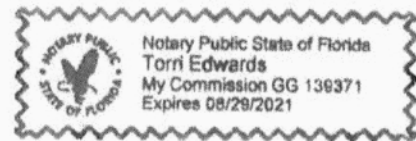
by Joyce Burks, who is personally known to me or who has produced

FL ID

as identification.

Notary Public, State of Florida Affix Stamp

Torri 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.

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

STATE OF Florida  
COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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

|                                                                             |                                                                  |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>Witnesses:</b><br><br><br>Print Name: _____<br><br><br>Print Name: _____ | <b>GRANTEE:</b><br><br><br>Print Name: _____<br><br>Title: _____ |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|

STATE OF Florida  
COUNTY OF Brevard

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

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

[This area left intentionally blank]

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

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:** \_\_\_\_\_







## Legislation Details (With Text)

**File #:** 21-578      **Version:** 1      **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 701 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [701 Aurora Street Beaut App Redacted.pdf](#)  
[701 Aurora St Homeowner.pdf](#)  
[Photos 701 Aurora.pdf](#)  
[701 Aurora Street Beautification Agreement.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

**Memo Date:** August 25, 2021  
**Agenda Date:** September 20, 2021  
**Prepared By:** Lori Chabot, Redevelopment Coordinator  
**Through:** Charlene Neuterman, Interim Community Services Director  
**Requested Action:**

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 701 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

### **BACKGROUND:**

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

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

The Paint Grant Program has \$5,000 budgeted in the FY2021 budget to award grants throughout the

fiscal year. Applicants are subject to availability of funds which are awarded on a first come, first-serve basis to homeowners meeting all Program eligibility requirements. The program eligibility requirements are as follows:

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

If approved, this will be the second applicant to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 8 more available in the current fiscal year.

**BUDGETARY IMPACT:**

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

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

Enter text here

**RECOMMENDED MOTION:**

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 701 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.



# **DIAMOND SQUARE**

## **REDEVELOPMENT AGENCY**

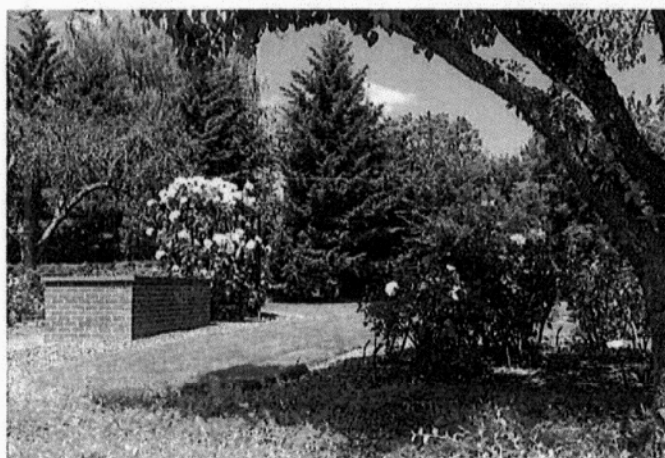
65 Stone Street Cocoa,  
FL 32922  
(321) 433-8577 (phone)

---

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

---

### **RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION**



## Residential Beautification Program Guidelines

### **I. Purpose**

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

### **II. Availability of Funds**

---

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

### **III. Eligibility**

---

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

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

### **IV. Applicant Requirements/Program Process**

---

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

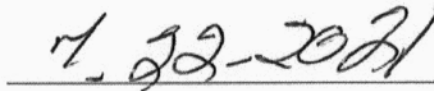
6. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
7. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be complete within 60 days from the commencement date.
8.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

**V. CRA Limit of Liability**

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

Applicant must sign acknowledging receipt of the Program Guidelines.

  
Applicant/Homeowner Signature

  
Date

  
DIAMOND SQUARE COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Date



## APPLICANT INFORMATION

Applicant/Name: BERNICE Drivers License # [REDACTED]  
Home Address: 701 ALBORA ST COCOA FL 32922  
Street City State Zip Code  
Telephone: [REDACTED] E-Mail: BMCX1946@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):

HIBISCUS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If requesting mulch, indicate here what color \_\_\_\_\_

F RED BARS

\* "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.

BERNICE COX  
Signature of Home Owner

7-22-2021  
Date

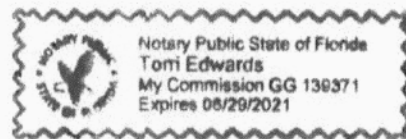
STATE OF FL, COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22 day of July, 2021,

by Bernice Cox, 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 2424782  
 Owners COX-FIELDS, BERNICE; MC MILLAN, BARBARA  
 Mailing Address 701 AURORA STREET COCOA FL 32922  
 Site Address 701 AURORA ST COCOA FL 32922  
 Parcel ID 24-36-32-51-D-1  
 Property Use 0110 - SINGLE FAMILY RESIDENCE  
 Exemptions HEX1 - HOMESTEAD FIRST  
 HEX2 - HOMESTEAD ADDITIONAL  
 Taxing District 23D0 - COCOA  
 Total Acres 0.18  
 Subdivision PINE GROVE PARK NO 2 1ST ADDN  
 Site Code 0001 - NO OTHER CODE APPL.  
 Plat Book/Page 0017/0088  
 Land Description PINE GROVE PARK NO 2 1ST ADDN LOT 1 BLK D

## VALUE SUMMARY

| Category                  | 2021     | 2020     | 2019     |
|---------------------------|----------|----------|----------|
| Market Value              | \$57,430 | \$57,430 | \$58,020 |
| Agricultural Land Value   | \$0      | \$0      | \$0      |
| Assessed Value Non-School | \$51,600 | \$50,890 | \$49,750 |
| Assessed Value School     | \$51,600 | \$50,890 | \$49,750 |
| Homestead Exemption       | \$25,000 | \$25,000 | \$25,000 |
| Additional Homestead      | \$1,600  | \$890    | \$0      |
| Other Exemptions          | \$0      | \$0      | \$0      |
| Taxable Value Non-School  | \$25,000 | \$25,000 | \$24,750 |
| Taxable Value School      | \$26,600 | \$25,890 | \$24,750 |

## SALES/TRANSFERS

| Date       | Price    | Type | Deed      |
|------------|----------|------|-----------|
| 11/01/1998 | --       | QC   | 3928/2935 |
| 08/01/1966 | \$14,500 | --   | 0893/0865 |

## BUILDINGS

### PROPERTY DATA CARD #1

**Building Use:** 0110 - SINGLE FAMILY RESIDENCE

| Materials                       | Details           |      |
|---------------------------------|-------------------|------|
| Exterior Wall: PAINTED EXTERIOR | Year Built        | 1964 |
| 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) | 1,225          |
| Carport         | 210            |
| Enclosed Por    | 120            |
| Open Porch      | 105            |
| Utility Room    | 105            |
| Total Base Area | 1,225          |
| Total Sub Area  | 1,765          |









LIGHT IT BLUE



HONORING FRONTLINE  
WORKERS





Slideshow

Download

Shift+D



WEST WALL BEHIND  
WALL AT FRONT DO  
BLACK SYR  
MULCH

FLOWERS  
&  
mulch BLACK  
BLACK  
SYR

Flower  
& mulch  
BLACK  
mulch  
SYR  
PAVER

FLOWER  
&  
BLACK  
mulch

HEDGE FLOWERS  
NORTH SIDE

Bernie  
COX

From wall of house  
with BLACK SYR MULCH  
FLOWER ALREADY  
There XMAS FLOWERS

**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 BERNICE COX whose principal address is 701 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 701 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:**

Bernice Cox  
701 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.

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

STATE OF Florida  
COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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



|                                                                             |                                                                  |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>Witnesses:</b><br><br><br>Print Name: _____<br><br><br>Print Name: _____ | <b>GRANTEE:</b><br><br><br>Print Name: _____<br><br>Title: _____ |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|

STATE OF Florida  
COUNTY OF Brevard

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

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

[This area left intentionally blank]

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

701 Aurora Street, Cocoa, FL 32922

Owner Name: Bernice Cox

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## EXHIBIT B

### GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

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

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

Hibiscus

|       |                |
|-------|----------------|
| _____ | Cost: \$ _____ |
| _____ |                |
| _____ | \$ _____       |
| _____ | \$ _____       |
| _____ |                |

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

**Total:** \_\_\_\_\_



## Legislation Details (With Text)

**File #:** 21-580      **Version:** 1      **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 451 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [451 Stone Street App..pdf](#)  
[Photos.pdf](#)  
[451 Stone Street - Beautification Agreement.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

**Memo Date:** August 25, 2021  
**Agenda Date:** September 20, 2021  
**Prepared By:** Lori Chabot, Redevelopment Coordinator  
**Through:** Charlene Neuterman, Interim Community Services Director  
**Requested Action:**

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

### **BACKGROUND:**

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

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

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

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

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

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

**BUDGETARY IMPACT:**

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

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

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

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

**RECOMMENDED MOTION:**

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



# **DIAMOND SQUARE**

## **REDEVELOPMENT AGENCY**

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

*Lchabot@  
cocoafl.  
org*

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DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

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## **RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION**





## Residential Beautification Program Guidelines

### **I. Purpose**

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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**

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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**

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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**

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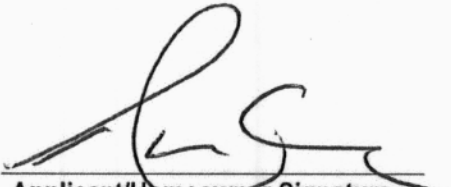
1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet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

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

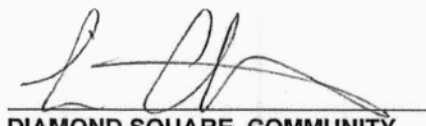
**V. CRA Limit of Liability**

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

Applicant must sign acknowledging receipt of the Program Guidelines.

  
Applicant/Homeowner Signature

7/23/21  
Date

  
DIAMOND SQUARE COMMUNITY  
REDEVELOPMENT AGENCY

7/28/21  
Date

## APPLICANT INFORMATION

Applicant/Name: Anita Gibson Drivers License # 6125-261-56  
627.0  
Home Address: 451 Stone Str. Cocoa FL 32922  
Street City State Zip Code  
Telephone: 407-914-1626 E-Mail: j1980nte@yahoo.com

Initial box:

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

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

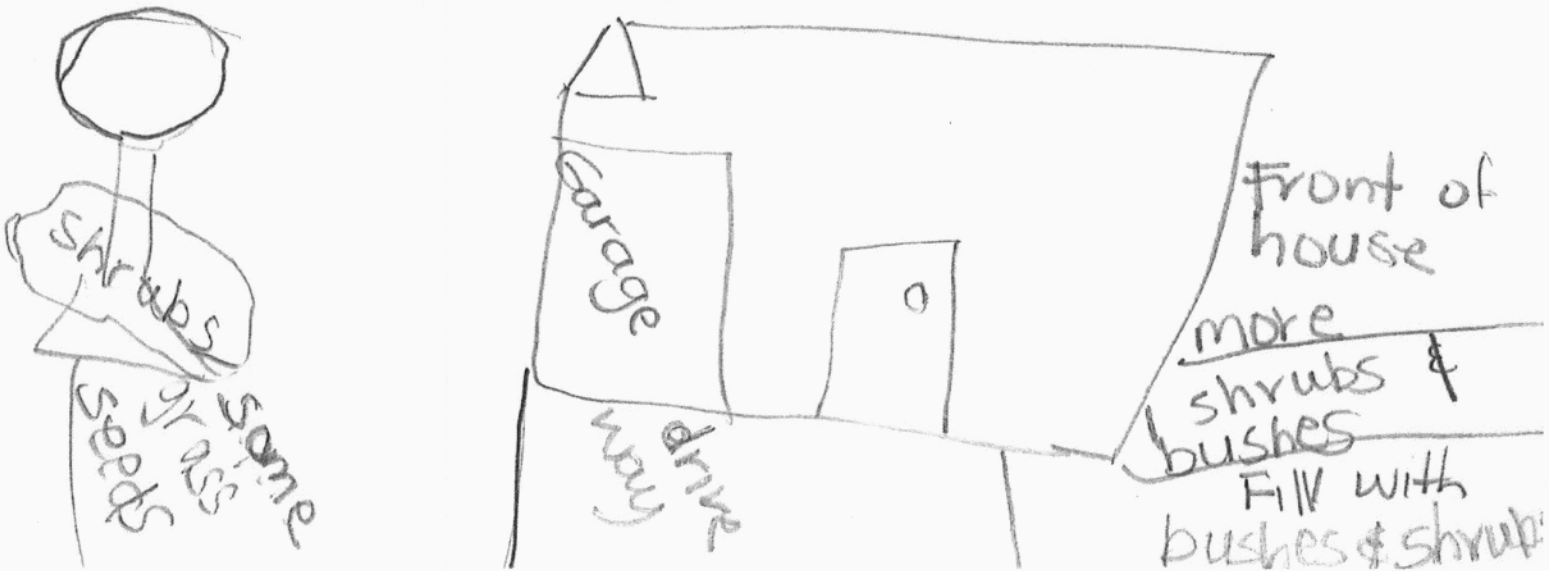
✓ Hibiscus  
✓ Shrubs to make fence line area of my property  
✓ colored / year round bushes  
✓ colored shrubs to fill in spots of plants / flowers

If requesting mulch, indicate here what color brown

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

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

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



## ACKNOWLEDGMENTS AND SIGNATURES

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

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



Signature of Home Owner

7/23/21  
Date

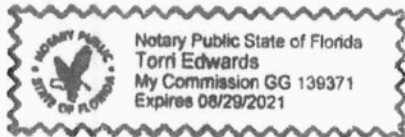
STATE OF Florida, COUNTY OF Brevard

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

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

FL ID as identification.

Notary Public, State of Florida Affix Stamp





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

Prepared by:   
Tom Stallard

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

File Number: A-43327

### Special Warranty Deed

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

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

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

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

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

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

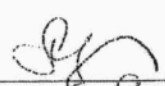
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

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

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

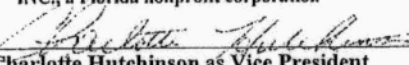
Signed, sealed and delivered in our presence:

  
Witness Printed Name: Sharon L. Greenleaf

  
Witness Printed Name: Coletia Gibson

State of Florida  
County of Brevard

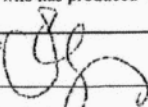
HABITAT FOR HUMANITY OF BREVARD COUNTY,  
INC., a Florida nonprofit corporation

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

\_\_\_\_\_  
(Seal)  
Address:

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



Notary Public  
Print Name:   
My Commission Expires:



**HABITAT FOR HUMANITY OF BREVARD COUNTY, INC.**  
**REPURCHASE POLICY**

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

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

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

NOW THEREFORE, Seller and Owner agree as follows:

1. Owner hereby agrees that in the event owner desires to sell or otherwise dispose of the Property at any time prior to twenty-five years from the date hereof, the Owner must first offer to sell the Property to Habitat pursuant to the terms and conditions of this agreement.

2. Should Habitat elect to exercise its right of repurchase, the purchase price shall be determined as follows:

a. From the date of closing through the conclusion of the fifth (5th) year the purchase price to be paid by Habitat to the Owner shall equal the purchase price, plus the depreciated value of any improvements made by the Owner, less the outstanding loan balance of any loan to Owner by Habitat, less any costs of repairs (beyond those of normal wear and tear), less any other subordinate liens or encumbrances.

b. Beginning in the sixth (6th) year and ending at the conclusion of the tenth (10th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one fourth (1/4) of any appreciated value (appreciated value shall be the purchase price subtracted from the appraised value of the Property as determined by an independent appraiser chosen by Habitat). This appreciated value is then added to the total amount paid toward the first mortgage.

c. Beginning the eleventh (11th) year and ending at the conclusion of the fifteenth (15th) year, the purchase price is to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus one half (1/2) of any appreciated value. This appreciated value is then added to the total amount paid toward the first (1st) mortgage.

d. Beginning the sixteenth (16th) year and ending at the conclusion of the twentieth (20th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the owner plus three-fourths (3/4) of any appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.

e. Beginning in the twenty-first (21st) and ending at the conclusion of the twenty-fifth (25th) year, the purchase price to be paid to Owner by Habitat shall be the purchase price plus the depreciated value of any improvements made by the Owner plus all the appreciated value. This amount is then added to the total amount paid toward the first (1st) mortgage.

3. For purposes hereof, "improvements" made by Owner shall be limited to permanent additions or equipment evidenced by paid receipts or other satisfactory evidence, all as determined by the sole discretion of Habitat, and shall not include maintenance or decorative or repair items.

4. Habitat shall have forty-five (45) days from receipt of written notice from Owner to exercise this option. The notice shall be sent by United States registered or certified mail, postage prepaid to the Habitat for Humanity of South Brevard office. This right of first refusal shall not be construed to impair the rights of foreclosure (if any) of Habitat on the Property. This right of first refusal shall automatically terminate twenty-five (25) years from the date hereof.

5. During the term of this agreement, Owner will not without the prior written consent of Habitat (which consent may be withheld for any reason or for no reason) create, assume or suffer to exist in respect of the Property, or any part thereof, any mortgage, lien, encumbrance or other instrument which secures the repayment of debt or performance of any obligation.

6. In the event that Habitat accepts the Offer under this agreement, the transaction shall close on or before sixty (60) days from the date of acceptance of the Offer.

7. All taxes and insurance escrows shall be prorated as of the day of closing.

8. It is the responsibility of the Owner to deliver clear title to the Property at the time of closing.

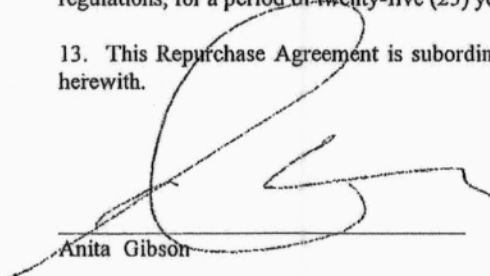
9. Habitat shall pay all closing costs (excepting liens and other encumbrances).

10. Any conveyance of the Property contrary to this Agreement shall be null and void. In the event of such a conveyance, Habitat shall have the option, at anytime within three (3) years of actual notice of such a conveyance, to purchase the property from the titleholder of record pursuant to the terms and conditions of this Agreement.

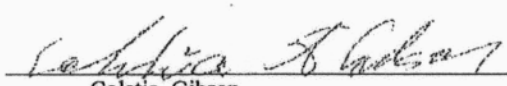
11. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, beneficiaries, personal representatives and assigns.

12. Habitat covenants that the Property will remain in the affordable housing stock, as outlined in applicable HUD regulations, for a period of twenty-five (25) years.

13. This Repurchase Agreement is subordinate to the Purchase Money Mortgage between the parties of the date herewith.



Anita Gibson



Coletia Gibson













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

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

**RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



9. **Applicable Law/Notice.**

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

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

**TO THE DIAMOND**

**SQUARE CRA:**

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

**TO THE GRANTEE:**

Anita Gibson  
451 Stone Street  
Cocoa, FL 32922

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

10. **Interpretation.** Both the CRA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.
11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

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

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

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

STATE OF Florida  
COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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

|                                                                          |                                                             |
|--------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Witnesses:</b><br><br><hr/> Print Name: <hr/> <hr/> Print Name: <hr/> | <b>GRANTEE:</b><br><br><hr/> Print Name: <hr/> Title: <hr/> |
|--------------------------------------------------------------------------|-------------------------------------------------------------|

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

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## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

451 Stone Street, Cocoa, FL 32922

Owner Name: Anita Gibson

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## EXHIBIT B

### GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 500

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

Items Included in this Grant:

"Florida Friendly" Shrubs / bushes - List:

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

\_\_\_\_\_ Cost: \$ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_

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

**Total:** \_\_\_\_\_





## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                        |                      |   |                    |  |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|--------------------|--|
| <b>File #:</b>        | 21-593                                                                                                                                                                                                                                                 | <b>Version:</b>      | 1 | <b>Name:</b>       |  |
| <b>Type:</b>          | Agenda                                                                                                                                                                                                                                                 | <b>Status:</b>       |   | Agenda Ready       |  |
| <b>File created:</b>  | 8/26/2021                                                                                                                                                                                                                                              | <b>In control:</b>   |   | Diamond Square RDA |  |
| <b>On agenda:</b>     | 9/20/2021                                                                                                                                                                                                                                              | <b>Final action:</b> |   |                    |  |
| <b>Title:</b>         | Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement. |                      |   |                    |  |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                        |                      |   |                    |  |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                        |                      |   |                    |  |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                        |                      |   |                    |  |
| <b>Attachments:</b>   | <a href="#">435 Stone Street Beautification Agreement.pdf</a><br><a href="#">435 Stone Street Pics.pdf</a><br><a href="#">435 Stone Street, Landscape App.pdf</a>                                                                                      |                      |   |                    |  |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

## DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: August 26, 2021  
Agenda Date: September 20, 2021  
Prepared By: Lori Chabot, Redevelopment Coordinator  
Through: Charlene Neuterman, Interim Community Services Director  
Requested Action:

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

### **BACKGROUND:**

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

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

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

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

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

If approved, this will be the fourth applicant to receive up to \$500.00 in landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area. If awarded, there will be 6 more available in the current fiscal year.

**BUDGETARY IMPACT:**

|                                                  |                              |
|--------------------------------------------------|------------------------------|
| Budgeted                                         | Yes                          |
| If not budgeted, is amendment/transfer attached? | N/A                          |
| Amount Requested                                 | <u>\$500.00</u>              |
| Account Number                                   | <u>111-3230-559-83.00</u>    |
| Account Name                                     | <u>Other Grants and Aids</u> |

Source of Funds: Diamond Square CRA

**PREVIOUS ACTION:**

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

**RECOMMENDED MOTION:**

Staff is requesting Agency approval for the agency's Beautification Grant application not to exceed \$500.00 for the property located at 435 Stone Street, Cocoa, FL and authorize the City Manager to execute a Residential Beautification Agreement.

**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 SHAWN TURNER whose principal address is 435 Stone Street, Cocoa, FL 32922 ("Grantee").

**RECITALS:**

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

**WHEREAS**, a BP grant application was received by the CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address 435 Stone Street, Cocoa ("Property");

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

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

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

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

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

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

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

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

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

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



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

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

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

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

9. **Applicable Law/Notice.**

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

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

**TO THE DIAMOND**

**SQUARE CRA:**

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

**TO THE GRANTEE:**

Shawn Turner  
435 Stone Street  
Cocoa, FL 32922

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

10. **Interpretation.** Both the CRA and the Grantee have participated in the drafting of all parts of this Grant Agreement. As a result, it is the intent of the parties that no portion of this Grant Agreement shall be interpreted more harshly against either of the parties as the drafter.
11. **Amendment of Grant Agreement.** Modifications or changes in this Grant Agreement must be in writing and executed by the parties bound to this Grant Agreement.

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

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

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

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

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

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

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

STATE OF Florida  
COUNTY OF Brevard

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

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

|                                                                             |                                                                  |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|
| <b>Witnesses:</b><br><br><br>Print Name: _____<br><br><br>Print Name: _____ | <b>GRANTEE:</b><br><br><br>Print Name: _____<br><br>Title: _____ |
|-----------------------------------------------------------------------------|------------------------------------------------------------------|

STATE OF Florida  
COUNTY OF Brevard

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

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

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed or Printed Notary Name

[This area left intentionally blank]

## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY SUBJECT TO GRANT AGREEMENT

Street Address:

435 Stone Street, Cocoa, FL 32922

Owner Name: Shawn Turner

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## 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:

Black/Green Sweet Potato Vine,

Lantana Cherry Sunrise, Little Rubie Joseph's Court Cost: \$ \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_

\_\_\_\_\_

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

Total: \_\_\_\_\_



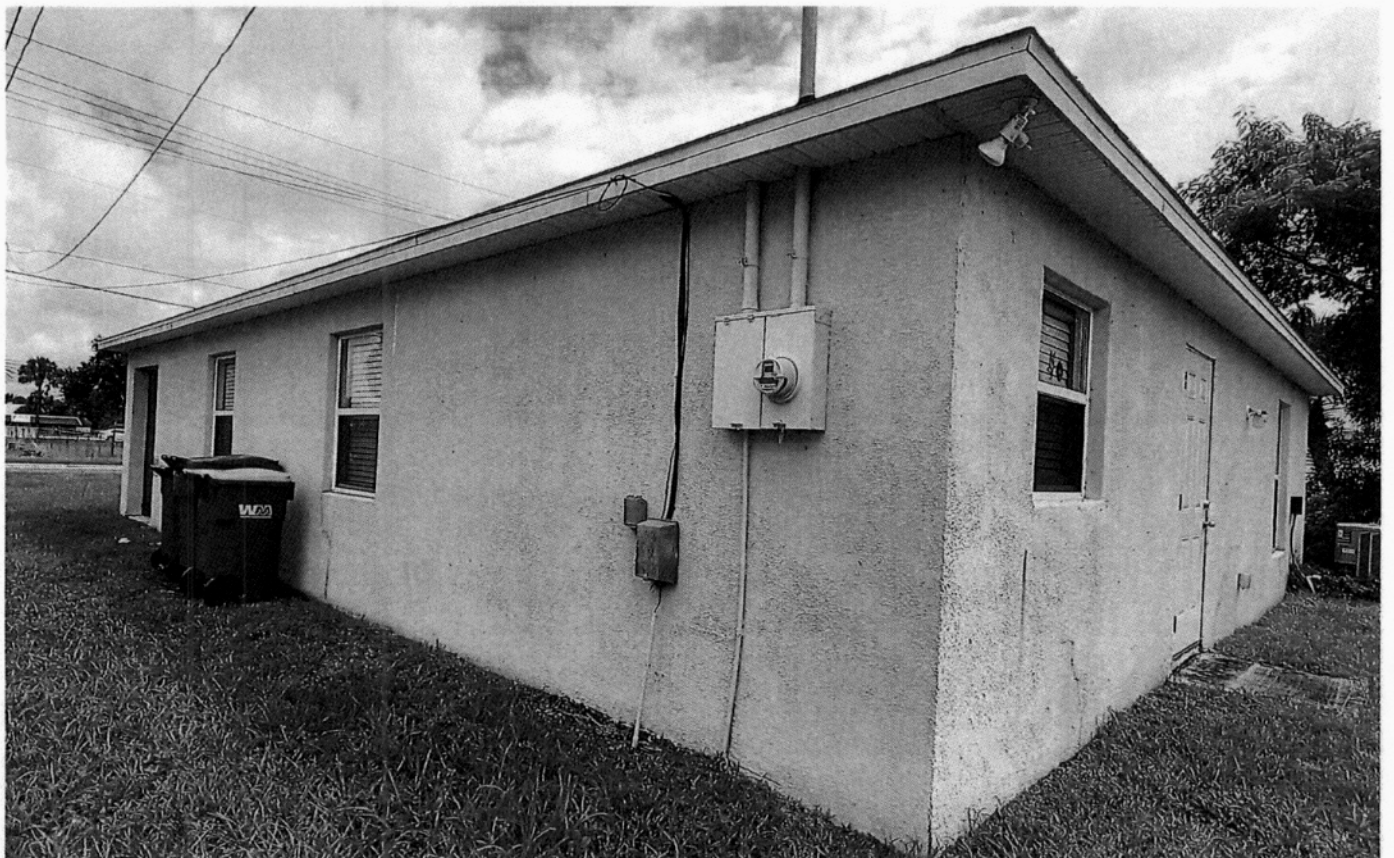


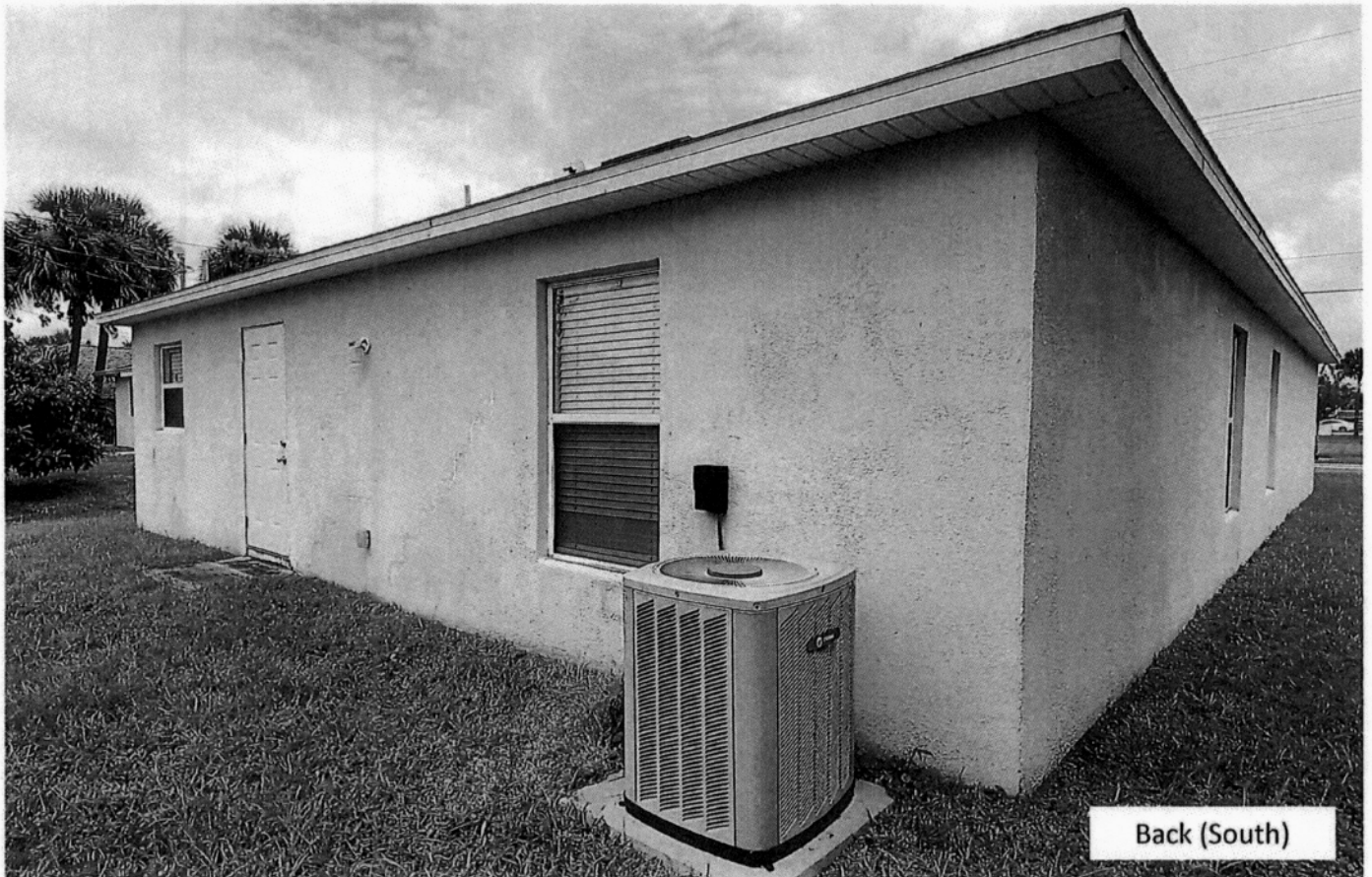
Front (North)

**Shawn Turner**

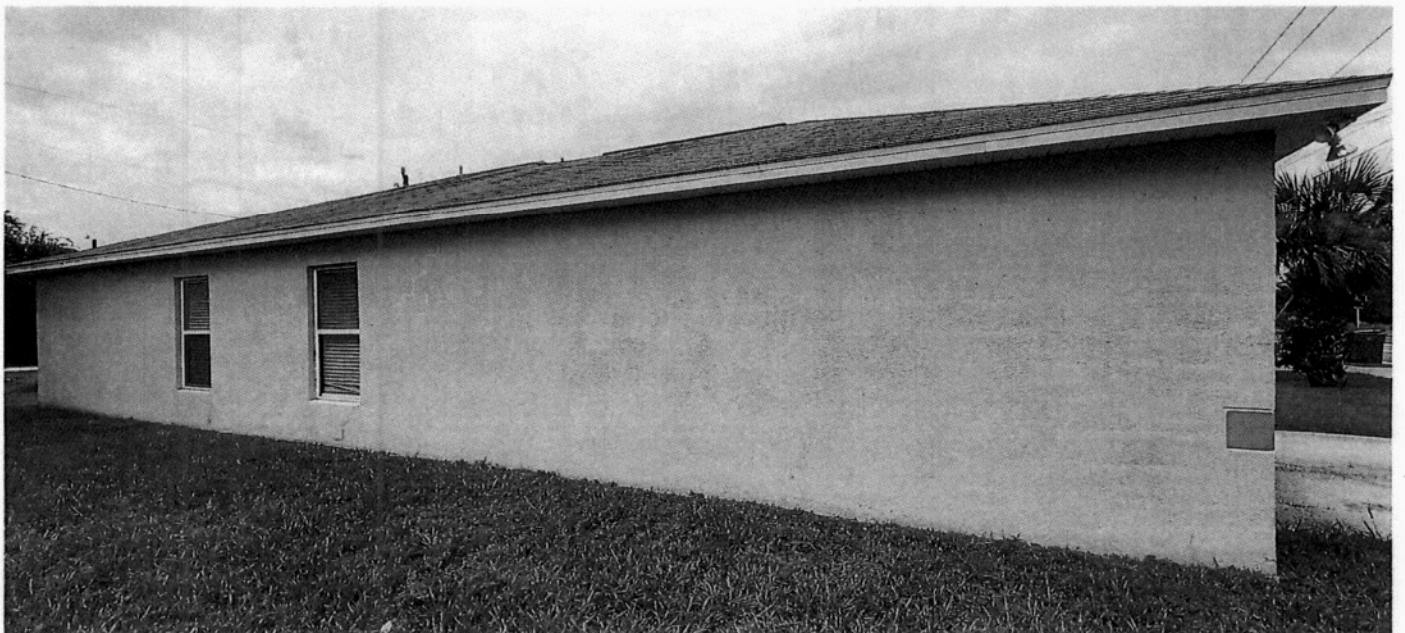
**435 Stone Street, Cocoa, FL 32922**

**Residential Beautification Program**

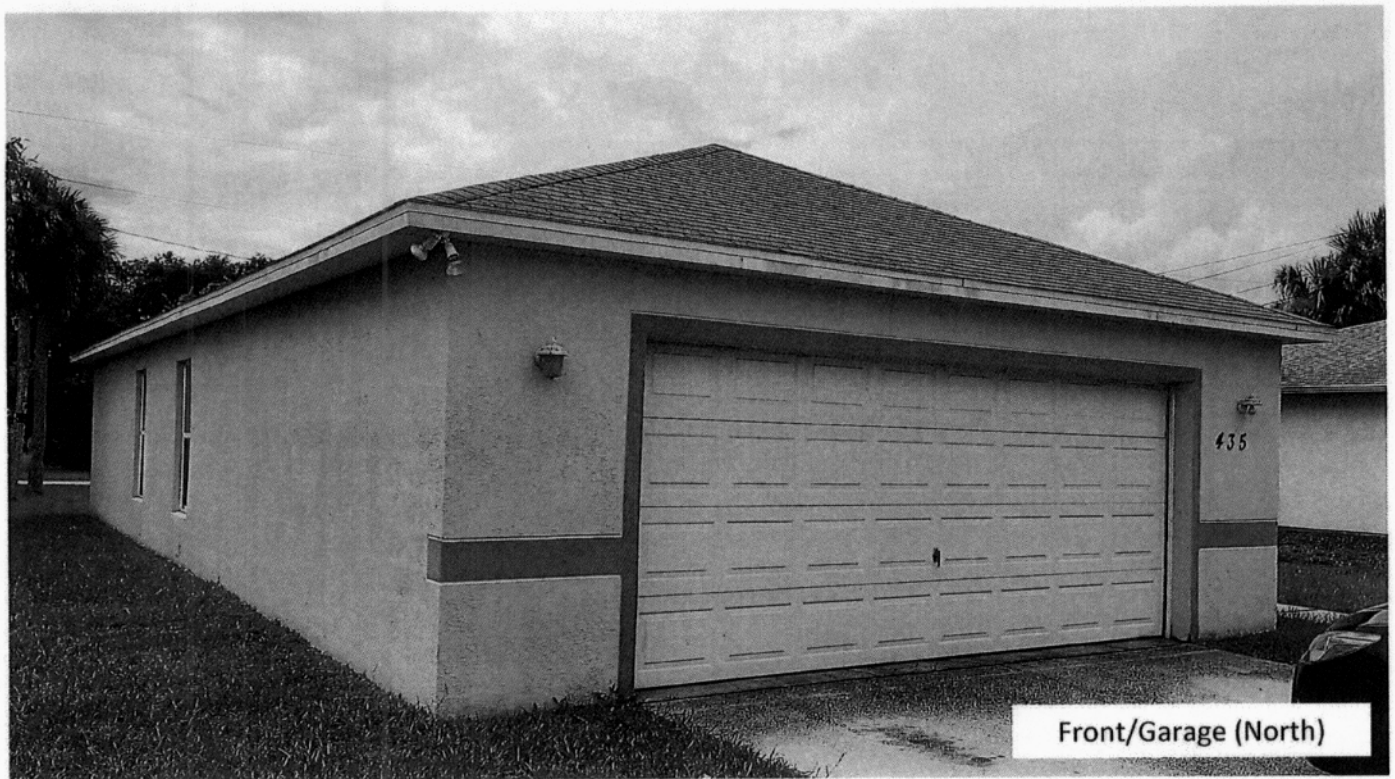




**Shawn Turner**  
**435 Stone Street, Cocoa, FL 32922**  
**Residential Beautification Program**







Front/Garage (North)

**Shawn Turner**

**435 Stone Street, Cocoa, FL 32922**

**Residential Beautification Program**

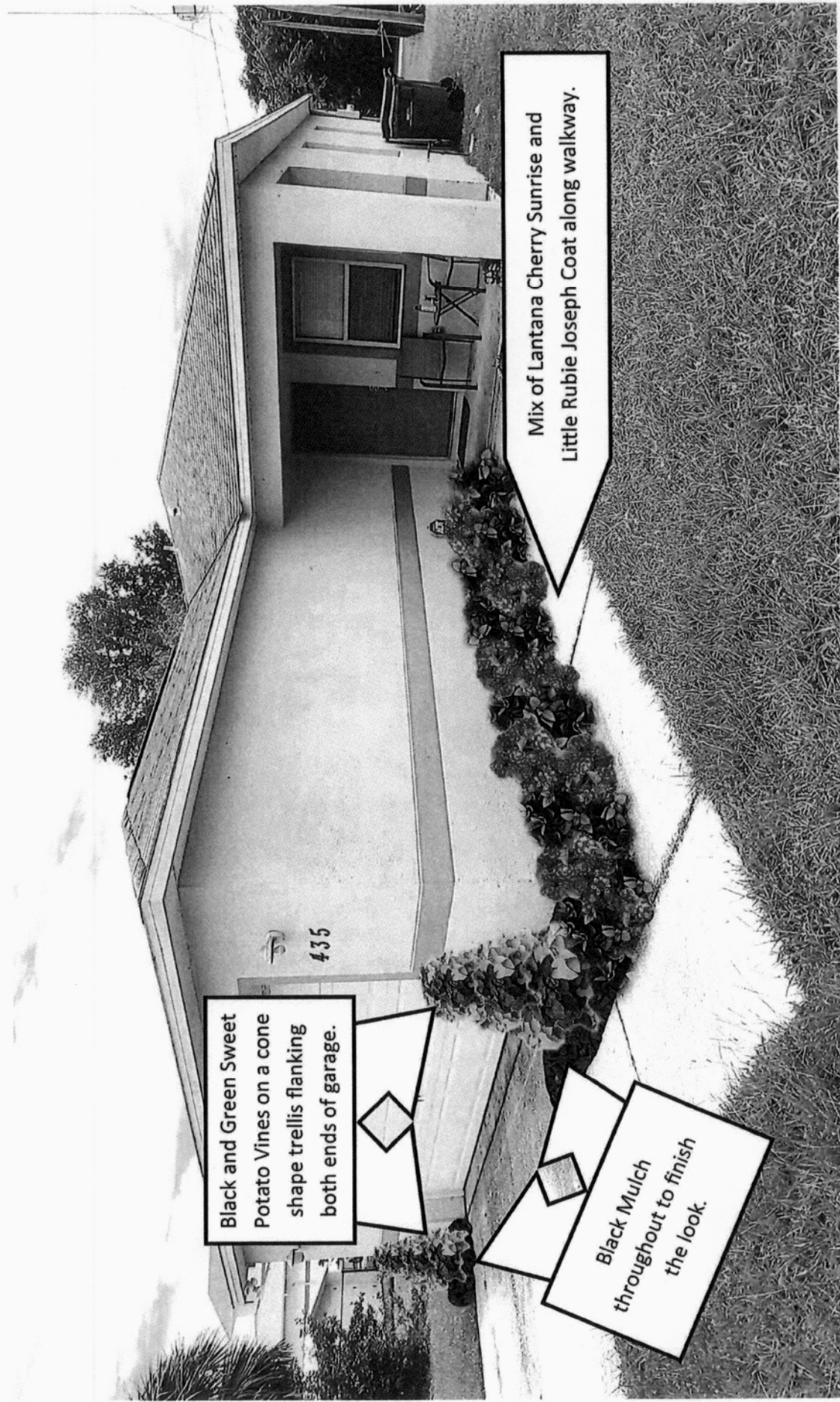


Front/Garage (North) BEFORE

Shawn Turner

435 Stone Street, Cocoa, FL 32922

Residential Beautification Program Landscaping Design



Black and Green Sweet  
Potato Vines on a cone  
shape trellis flanking  
both ends of garage.

Black Mulch  
throughout to finish  
the look.

Mix of Lantana Cherry Sunrise and  
Little Rubie Joseph Coat along walkway.



# **DIAMOND SQUARE**

## **REDEVELOPMENT AGENCY**

*Shawn Turner*

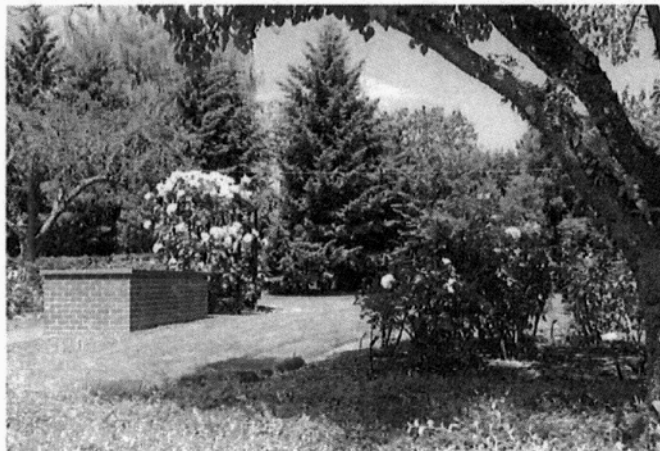
65 Stone Street Cocoa,  
FL 32922  
(321) 433-8577 (phone)

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DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

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### **RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION**





Residential Beautification Program  
Guidelines

**I. Purpose**

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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**

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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**

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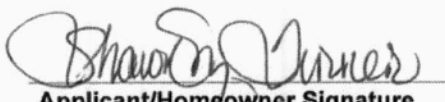
- ✓ 1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments.
- 2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to 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

August 20, 2021  
Date

  
DIAMOND SQUARE COMMUNITY  
REDEVELOPMENT AGENCY

8.23.21  
Date

## APPLICANT INFORMATION

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Applicant/Name: SHAWN TURNER Drivers License # [REDACTED]

Home Address: 435 STONE STREET COCOA FL 32922  
Street City State Zip Code

Telephone: 321-537-4118 E-Mail: shawnturner@cfl.rr.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):

Black + Green Sweet Potato Vine  
Lantana Cherry Sunrise  
Little Rubie Joseph's Coat

---

If requesting mulch, indicate here what color Black

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

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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

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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.

Shawn Turner  
Signature of Applicant/Home Owner

August 20, 2021  
Date

STATE OF Florida, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 20 day of August, 2021,

by Shawn Turner, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

Notary Public, State of Florida Affix Stamp



DENISE J. HAYES  
Commission # HH 070161  
Expires January 10, 2025  
Bonded Thru Budget Notary Services

Denise J. Hayes

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



# Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

## PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2425289  
 Owners TURNER, SHAWN M  
 Mailing Address 435 STONE ST COCOA FL 32922  
 Site Address 435 STONE ST COCOA FL 32922  
 Parcel ID 24-36-33-CC-12-2  
 Property Use 0110 - SINGLE FAMILY RESIDENCE  
 Exemptions HEX1 - HOMESTEAD FIRST  
 HEX2 - HOMESTEAD ADDITIONAL  
 Taxing District 23D0 - COCOA  
 Total Acres 0.14  
 Subdivision COLLEGE PARK AMENDED MAP  
 Site Code 0001 - NO OTHER CODE APPL.  
 Plat Book/Page 0005/0072  
 Land Description COLLEGE PARK AMENDED MAP LOT 2 BLK 12



## VALUE SUMMARY

| Category                  | 2021      | 2020      | 2019      |
|---------------------------|-----------|-----------|-----------|
| Market Value              | \$126,970 | \$122,600 | \$115,200 |
| Agricultural Land Value   | \$0       | \$0       | \$0       |
| Assessed Value Non-School | \$75,880  | \$74,840  | \$73,160  |
| Assessed Value School     | \$75,880  | \$74,840  | \$73,160  |
| Homestead Exemption       | \$25,000  | \$25,000  | \$25,000  |
| Additional Homestead      | \$25,000  | \$24,840  | \$23,160  |
| Other Exemptions          | \$0       | \$0       | \$0       |
| Taxable Value Non-School  | \$25,880  | \$25,000  | \$25,000  |
| Taxable Value School      | \$50,880  | \$49,840  | \$48,160  |

## SALES/TRANSFERS

| Date       | Price     | Type | Instrument |
|------------|-----------|------|------------|
| 03/30/2007 | \$110,000 | WD   | 5765/5365  |
| 07/19/2005 | \$25,000  | WD   | 5503/3544  |
| 04/01/1983 | \$1,600   | WD   | 2422/2033  |
| 10/01/1976 | \$600     | --   | 1671/0861  |
| 04/01/1975 | \$8,000   | PT   | 1524/0068  |

## BUILDINGS

### PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

| Materials       | Details        |                     |
|-----------------|----------------|---------------------|
| Exterior Wall:  | STUCCO         | Year Built 2007     |
| Frame:          | MASNRCONC      | 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) | 1,190          |
| Garage          | 483            |
| Open Porch      | 66             |
| Total Base Area | 1,190          |
| Total Sub Area  | 1,739          |