

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, August 23, 2021

6:00 PM

Special Meeting

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. 21-527 Agency approval of the Agenda for the Special Meeting of August 23, 2021 as written or with amendments.

Attachments: [8-23-21 DSCRA Special Meeting Notice.pdf](#)
[8-23-21 Special Meeting Short Agenda.pdf](#)

MINUTES:

2. 21-528 Agency approval of the Minutes for the Regular Meeting of July 19, 2021 as written or with amendments.

Attachments: [DSCRA Minutes 7-19-21 FINAL.pdf](#)

III. DELEGATIONS:

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

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

IV. PRESENTATIONS:**V. ACTION ITEMS:**

1. 21-520 Staff is requesting Agency approval for the agency's Residential Paint Grant application in an amount not to exceed \$1,000 for the property located at 416 D. Street, Cocoa, Fl and authorize the City Manager to execute a Residential Paint Program Agreement.

Attachments: [Application 416 D Street.pdf](#)
 [Photos 1 416 D Street.pdf](#)
 [Photos 416 D Street.pdf](#)
 [416 D. Street Agreement - .pdf](#)

2. 21-521 Staff is requesting Agency approval for the agency's Residential Paint Grant application not to exceed \$1,000 for the property located at 607 Aurora Street, Cocoa, Fl and authorize the City Manager to execute a Residential Paint Agreement.

Attachments: [Application 607 Aurora Street.pdf](#)
 [Photos 607 Aurora St.pdf](#)
 [Photos 607 Aurora St.pdf](#)
 [Paint Agreement - .pdf](#)

3. 21-467 Request Agency acceptance of the Diamond Square Community Redevelopment Agency's Financial Statement Year ending 9/30/2020 Independent Auditor's Report.

Attachments: [Audit Report Diamond Sq CRA Signed Adobe 6.18.21.pdf](#)

VI: OLD BUSINESS:

VII: NEW BUSINESS:

VIII. ATTORNEY'S REPORT:

IX. UPDATES AND STAFF REPORTS:

X. NEXT MEETING DATE:

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, September 20, 2021 at 6:00 pm at Cocoa City Hall, Cocoa

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.

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

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

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

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

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

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

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

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

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

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



Legislation Details (With Text)

File #: 21-527 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 7/28/2021 **In control:** Diamond Square RDA
On agenda: 8/23/2021 **Final action:**
Title: Agency approval of the Agenda for the Special Meeting of August 23, 2021 as written or with amendments.

Sponsors:

Indexes:

Code sections:

Attachments: [8-23-21 DSCRA Special Meeting Notice.pdf](#)
[8-23-21 Special Meeting Short Agenda.pdf](#)

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

Memo Date: July 28, 2021
Agenda Date: August 23, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Agency approval of the Agenda for the Special Meeting of August 23, 2021 as written or with amendments.

BACKGROUND:

The Diamond Square Community Redevelopment Agency members approve the Agenda at the beginning of each meeting.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Agency approval of the Agenda for the Special Meeting of August 23, 2021 as written or with amendments.



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

August 23, 2021

6:00 PM

Cocoa City Hall

A Special Meeting of the Diamond Square Community Redevelopment Agency is scheduled for Monday, August 23, 2021 at 6:00 PM at Cocoa City Hall Council Chambers.

For more information:

Charlene Neuterman

Deputy Community Services Director

City of Cocoa

65 Stone St.

Cocoa, FL 32922

321-433-8509

cneuterman@cocoafl.org



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, August 23, 2021
TIME: 6:00 p.m.

Location: Cocoa City Hall,
Council Chambers
65 Stone Street

I. CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA & MINUTES

AGENDA: Special Meeting of August 23, 2021

MINUTES: Regular Meeting of July 19, 2021

III. DELEGATIONS

IV. PRESENTATION

V. ACTION ITEMS

1. 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 416 D Street, Cocoa FL and authorize the City Manager to execute a Residential Paint Program Agreement.
2. 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 607 Aurora Street, Cocoa FL and authorize the City Manager to execute a Residential Paint Program Agreement.
3. Request Agency acceptance of the Diamond Square Community Redevelopment Agency's Financial Statement Year Ending 9/30/2020 Independent Auditor's Report.

VI. ATTORNEY'S REPORT

VII. UPDATES AND STAFF REPORTS

VIII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is September 20, 2021, at 6:00 PM. The meeting will be held at the Dr. Joe Lee Smith Center, 415 Stone Street.

IX. ADJOURNMENT

NOTICE TO PUBLIC:

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



Legislation Details (With Text)

File #: 21-528 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 7/28/2021 **In control:** Diamond Square RDA
On agenda: 8/23/2021 **Final action:**
Title: Agency approval of the Minutes for the Regular Meeting of July 19, 2021 as written or with amendments.

Sponsors:

Indexes:

Code sections:

Attachments: [DSCRA Minutes 7-19-21 FINAL.pdf](#)

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

Memo Date: July 28, 2021
Agenda Date: August 23, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Agency approval of the Minutes for the Regular Meeting of July 19, 2021 as written or with amendments.

BACKGROUND:

The Diamond Square Redevelopment Agency members approve the Minutes at the beginning of each meeting.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Agency approval of the Minutes for the Regular Meeting of July 19, 2021 as written or with amendments.

**MINUTES
CITY OF COCOA
DIAMOND SQUARE CRA
REGULAR MEETING
July 19, 2021**

The Regular Meeting of the Cocoa Community Redevelopment Agency was held on July 19, 2021 at City Hall, 65 Stone Street, Cocoa, FL, as publicly noted.

I. Call to Order

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

ROLL CALL:

Tracy A. Moore	Chairperson
Delores Martin	Vice Chairperson
Sylvia Thomas	Agency Member
Ed Jones	Agency Member
Jackie Isom	Agency Member
Marilyn Ross Smith	Agency Member
Larry Brown	Agency Member
Joseph Colombo	Agency Attorney
Lori Chabot	Recording Secretary

PRESENT:

Tracy A. Moore	Chairperson
Jackie Isom	Agency Member
Marilyn Ross Smith	Agency Member (<i>via phone</i>)
Larry Brown	Agency Member
Lori Chabot	Recording Secretary

ABSENT:

Delores Martin	Vice Chairperson
Ed Jones	Agency Member
Sylvia Thomas	Agency Member
Joseph G. Colombo	Agency Attorney

STAFF PRESENT:

Charlene Neuterman, Interim Community Services Director, Vice Chairman **Alex Goins** arrived at 6:10 pm.

Chairperson Moore provided the invocation and the Pledge of Allegiance to the flag of the United States of America.

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

Chairperson Moore requested to move Action Item V.1 to follow Delegations.

AGENDA: Regular Meeting of July 19, 2021.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to approve the agenda as amended for the July 19, 2021, Regular Meeting.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

MINUTES: Regular Meeting of June 21, 2021.

- * ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to approve the minutes for the June 21, 2021, as written.**

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

III. **Delegations:** - None

IV. **Presentations:** - Female Veteran's Village Update – Habitat

Anna Terry from Habitat gave an update on the Female Veteran's Village. On July 9, 2021 there was a "wall raising" ceremony for the 3rd house in the village.

Ms. Terry reported the 4th vet is meeting with CHI and has completed all paperwork. In addition, two more applicants are well into the process and will be #5 and #6 to meet with CHI. This will complete the 6 lots but are taking back up applications just in case. Ms. Terry introduced Tom Clifford who has an update on his program.

Chairperson Moore first thanked Ms. Terry for their hard work and gave kudos for moving forward for the Veteran's Village. She appreciates the work.

Tom Clifford also of Habitat with a program helping vets with home repairs. He gave an update and shared photos on a few jobs he has been working on specifically, one on Johnson Street. Ms. Terry added additional comments regarding the work.

Agency Member Brown shared he also was aware of the problems in the house on Johnson Street and commended Mr. Clifford on the exceptional work. He also asked how Tom found the homeowner. Mr. Clifford replied he was driving in the neighborhood and saw him sitting in front of the house and stopped to talk. It went from

there. Mr. Clifford continued to share how the work came together. Chairperson Moore thanked him.

Vice Councilman Goins arrived at 6:10 pm.

Action Item V.1 moved before presentations.

V. **Action Items:**

1. Staff requests Agency approval of a Resolution Amending (BAF) the Fiscal Year 2021 Budget through an adjustment in the amount of \$600.00 to increase the Legal Services account to cover the costs of Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$600 increase to PO 77196 for cover legal services.

Mrs. Neuterman introduced the item and explained to agency members the purpose for the increase legal fees was due to additional work from him.

* ***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM** to approve a Resolution Amending (BAF) the Fiscal Year 2021 Budget through an adjustment in the amount of \$600.00 to increase the Legal Services account to cover the costs of Diamond Square CRA Legal Services. Approve a Change Order in the amount of \$600 increase to PO 77196 for cover legal services.

AYES: ALL

MOTION PASSED UNANIMOUSLY (4-0)

After approval of this item, Agency Member Smith needed to hang up.

VI. **Attorney's Report** – None

VII. **Updates and Staff Report**

Vice Chairperson Goins reported the Cocoa Police have been doing a great job with Provost Park bringing positive events to the park.

Chairperson Moore asked about Rosa Jones Dedication. Mrs. Neuterman replied on August 14, at 10 am there will be an unveiling for Rosa Jones Circle at Rosa Jones and John Garren. Chairperson Moore stated there will be a historical view of her life presented at the Historical Society.

Mrs. Neuterman advised agency members that there was an audit report in their agenda packets for their review that will be voted on at the next meeting. She also advised the audit was positive with no audit findings.

Mrs. Neuterman told agency members that the Proposed Budget for 2021 will also be brought to the next meeting for their approval.

Vice Chairperson Goins stated that after approval of grants, he received calls from folks that they cannot afford code issues like fencing, etc. He asked if in the future agency members could consider a program to help with resources for those things.

Mrs. Neuterman asked Tom Clifford if there was anything the Habitat program could help with that. He responded but it was not audible. Vice Chairperson Goins added folks needed assistance with how to find the help.

Chairperson Moore told members she was recorded for a short video about the new Diamond Square programs that may help with getting the word out. It will be shown on the City's website - Diamond Square site.

Agency Member Brown asked about updated brochures on what Diamond Square is doing. Mrs. Neuterman replied that with the new programs, staff is working on those to make available. Agency Member Brown also asked for an update on the WeVENTURE program. Mrs. Neuterman replied that 22 applications came in with several good candidates. The top five went to DS committee to select the first and second and the remaining candidates will go into the City's pool. With that, potentially there could be two Diamond Square participants.

Agency Member Brown asked about Wednesday and the Police Chief walking. Vice Chairperson Goins replied that on July 21 at 6pm the new Cocoa Police Chief will be in District 2 walking with the community beginning at the National Guard Armory. After the walk there will be a community meeting at the Armory to meet and ask questions.

Agency Member Isom asked about the Richard Stone Memorial. Mrs. Neuterman replied staff is formulating an agenda item to take to CCRA re Historical Sign.

Chairperson Moore also asked about the Stone Street Mixed Use. Mrs. Neuterman responded that Staff is performing analysis to rezone Stone Street for mixed use and would then go to planning and zoning and then to council meeting. She also added it will take some time as it is a process. Chairperson Moore stressed that if there are businesses or property on that street or in the area, now it a good time to speak with Agency Members or the City while they are looking at rezoning.

Agency Member Isom asked for clarification of how far down on Stone Street. Mrs. Neuterman replied it would be from Washington Street to Fiske Blvd.

Agency Member Isom asked about the corner of 520 and US 1 and the overgrowth. Vice Chairperson Goins replied it had been cut, however there were still piles of trees. He added they are still in process of grinding and moving left over brush out.

Agency Member Brown stated he saw Code Enforcement at end of Stone Street by club and they were getting ready to eventually tear the club down. He added it used to be the Church by RR tracks. Agency Member Brown continued the house next to church is a Historical Home. He asked staff about it. Mrs. Neuterman replied the house was not listed in the Brevard Registry or State or National Registry. It has a historical story but it is not listed. The family would have to apply to have it listed first. It may be possible to have it save or renovated. Discussion continued about the area.

VIII. Next Meeting Date

The next regularly scheduled meeting of the Diamond Square Community Redevelopment Agency will be on Monday, August 16, 2021 at 6 pm at the Cocoa City Hall, 65 Stone Street, Cocoa, Florida, unless a business need arises earlier.

XI. Adjournment

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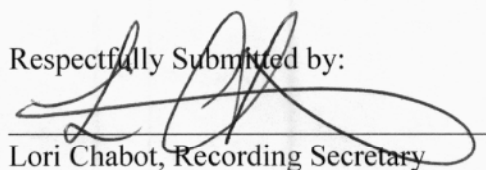
***MOTION by Agency Member BROWN; SECONDED by Agency Member ISOM to adjourn the meeting.**

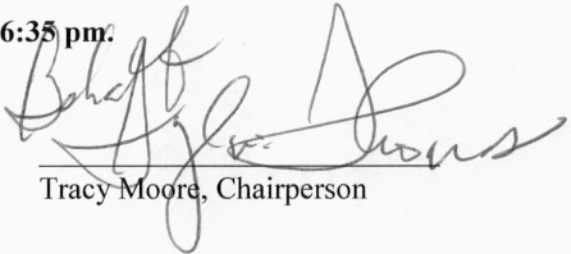
AYES: ALL

MOTION PASSED UNANIMOUSLY (3-0) (*Agency Member Smith was not available for this final vote*).

MEETING WAS ADJOURNED at 6:35 pm.

Respectfully Submitted by:


Lori Chabot, Recording Secretary


Tracy Moore, Chairperson



Legislation Details (With Text)

File #:	21-520	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	7/26/2021	In control:		Diamond Square RDA	
On agenda:	8/23/2021	Final action:			
Title:	Staff is requesting Agency approval for the agency's Residential Paint Grant application in an amount not to exceed \$1,000 for the property located at 416 D. Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Program Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Application 416 D Street.pdf Photos 1 416 D Street.pdf Photos 416 D Street.pdf 416 D. Street Agreement - .pdf				

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

Memo Date: July 26, 2021
Agenda Date: August 23, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Department Director
Requested Action:

Staff is requesting Agency approval for the agency's Residential Paint Grant application in an amount not to exceed \$1,000 for the property located at 416 D. Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Program 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 \$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 4 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	Other Grants and Aids

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 in an amount not to exceed \$1,000 for the property located at 416 D. Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Program Agreement.

Lori Chabot

From: noreply@civicplus.com
Sent: Thursday, July 8, 2021 1:52 PM
To: Lori Chabot
Subject: Online Form Submittal: Diamond Square Residential Grant Program Application

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Diamond Square Residential Grant Program Application

I am interested in the:	Paint Grant Program
Do you live in the Diamond Square community?	Yes
Are you the homeowner?	Yes
Do you currently have any code violations or liens?	No
First Name	Miriam
Last Name	Oquendo
Address	416 D Street
City	Cocoa
State	FL
Zip Code	32922
Phone Number	13217948543
Email Address	miriammoquendo@yahoo.com

Email not displaying correctly? [View it in your browser.](#)

Lori Chabot

From: Lori Chabot
Sent: Thursday, July 8, 2021 2:16 PM
To: miriammoquendo@yahoo.com
Cc: Charlene Neuterman
Subject: Diamond Square Paint Program - 416 D. Street
Attachments: Residential-Paint-guidelines-and-application-revised.pdf

Hello Ms. Oquendo: I received your interest in the Paint Program for Diamond Square. I have attached an application and program guidelines for your completion. Once completed, please return it to City Hall, 2nd Floor, Community Services, ATTN: Diamond Square CRA. If eligible, your application will be presented to the Diamond Square CRA board for approval.

In addition, if you have any questions, please contact me. Thank you. Lori



Lori Ann Richmond Chabot

Redevelopment Coordinator

65 Stone St., Cocoa, FL 32922

(321) 433-8577 | lchabot@cocoafl.org



Stay Connected:      www.CocoaFL.org



Check out our new online building permit portal where you can easily apply, pay and search for building permits all online.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

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

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



Residential Paint Program Guidelines

I. Purpose

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, firstserve 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

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.

APPLICANT INFORMATION

Applicant/Name: Miriam M. OQuendo Drivers License # [REDACTED]

Home Address: 416 D Street Cocoa FL 32922
Street City State Zip Code

Telephone: (321) 794-8543 E-Mail: miriamm.oquendo@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:

1425 square feet of home

Grey 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

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

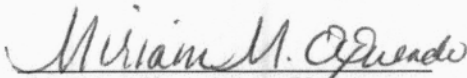
1. I/we have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Paint Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. I/we understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
4. 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.

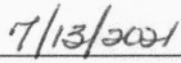
6. Upon selection and transfer of paint and supplies to the applicant, the CRA will issue payment directly to the paint supply company.
7. Work must commence on the project within 30 days of the applicant's receipt of the paint and paint supplies. All work must be complete within 60 days from the commencement 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

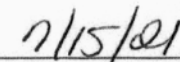
The CRA's liability under this Program shall be solely limited pressure washing and to the purchase of paint and paint supplies in an amount not to exceed \$1,000.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion.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


Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY


Date



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2461534
 Owners D'QUENDO, MIRIAM M
 Mailing Address 416 D ST COCOA FL 32922
 Site Address 416 D ST COCOA FL 32922
 Parcel ID 24-36-33-57-*8
 Property Use 0110 - SINGLE FAMILY RESIDENCE
 Exemptions HEX1 - HOMESTEAD FIRST
 HEX2 - HOMESTEAD ADDITIONAL
 Taxing District 23D0 - COCOA
 Total Acres 0.12
 Subdivision REGINA MYRA SUBDIVISION
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0057/0071
 Land Description REGINA MYRA SUBDIVISION LOT 8



VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$135,690	\$128,910	\$120,820
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$107,150	\$105,680	\$103,310
Assessed Value School	\$107,150	\$105,680	\$103,310
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$57,150	\$55,680	\$53,310
Taxable Value School	\$82,150	\$80,680	\$78,310

SALES/TRANSFERS

Date	Price	Type	Deed
03/31/2015	\$72,000	WD	7339/0994
11/07/2014	--	WD	7247/0199
06/02/2014	\$179,700	WD	7143/1763
12/17/2012	--	CT	6761/1432

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details	
Exterior Wall:	STUCCO	Year Built 2009
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)	1,425 No Data Found
Garage	312
Open Porch	160
Total Base Area	1,425
Total Sub Area	1,897

LISA CULLEN, CFC NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
BREVARD COUNTY TAX COLLECTOR 2020 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461534	CL-0041417	23D0

Pay your taxes online at www.brevardtc.com

416 D ST COCOA
REGINA MYRA SUBDIVISION LOT 8



O'QUENDO, MIRIAM M
416 D ST
COCOA FL 32922-7408



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	105,680	50,000	55,680	205.62
BREVARD LIBRARY DISTRICT	0.4264	105,680	50,000	55,680	23.74
BREVARD MOSQUITO CONTROL	0.1728	105,680	50,000	55,680	9.62
RECREATION DISTRICT 4 - MAINT	0.6346	105,680	50,000	55,680	35.33
TI-CO AIRPORT AUTHORITY	0.0000	0	0	0	0.00
SCHOOL - BY STATE LAW	3.6940	105,680	25,000	80,680	298.03
SCHOOL - BY LOCAL BOARD	0.7480	105,680	25,000	80,680	60.35
SCHOOL - CAPITAL OUTLAY	1.5000	105,680	25,000	80,680	121.02
CITY OF COCOA	5.9790	105,680	50,000	55,680	332.91
ST JOHNS RIVER WATER MGMT DST	0.2287	105,680	50,000	55,680	12.73
FLA INLAND NAVIGATION DIST	0.0320	105,680	50,000	55,680	1.78
ENV END LD/WTR LTD 05-24	0.0592	105,680	50,000	55,680	3.30
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	105,680	50,000	55,680	2.91
TOTAL MILLAGE 17.2198 AD VALOREM TAXES					\$1,107.34
NON-AD VALOREM ASSESSMENTS					
LEVYING AUTHORITY		RATE			AMOUNT
115	STORMWATER COCOA				120.67
158	SOLID WASTE DISPOSAL				57.00
PAY ONLY ONE AMOUNT IN BOXES BELOW NON-AD VALOREM ASSESSMENTS					\$177.67
If Paid By Please Pay	Nov 30, 2020 \$1,233.61	Dec 31, 2020 \$1,246.46	Jan 31, 2021 \$1,259.31	Feb 28, 2021 \$1,272.16	Mar 31, 2021 \$1,285.01

LISA CULLEN, CFC NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
BREVARD COUNTY TAX COLLECTOR 2020 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461534	CL-0041417	23D0

Pay your taxes online at www.brevardtc.com

416 D ST COCOA
REGINA MYRA SUBDIVISION LOT 8

O'QUENDO, MIRIAM M
416 D ST
COCOA, FL 32922-0000

DO NOT PAY

PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2500 • TITUSVILLE, FL 32781-2500

If Paid By Please Pay	Nov 30, 2020 \$1,233.61	Dec 31, 2020 \$1,246.46	Jan 31, 2021 \$1,259.31	Feb 28, 2021 \$1,272.16	Mar 31, 2021 \$1,285.01
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DO NOT PAY - THIS IS NOT A BILL

YOUR ORIGINAL BILL WAS MAILED TO US BANK HOME MORTGAGE AT THEIR REQUEST





**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 Miriam Oquendo whose principal address is 416 D. Street, 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 416 D. 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:

Miriam Oquendo

416 D. 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.

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: Print Name:	GRANTEE: Print Name: <u>Miriam Oquendo</u> Title: <u>Homeowner,</u> <u>416 D. Street, 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:

416 D. Street, Cocoa, FL 32922

Owner Name:

Miriam Oquendo

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)

File #: 21-521 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 7/27/2021 **In control:** Diamond Square RDA
On agenda: 8/23/2021 **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 607 Aurora Street, Cocoa, FL and authorize the City Manager to execute a Residential Paint Agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Application 607 Aurora Street.pdf](#)
[Photos 607 Aurora St.pdf](#)
[Photos 607 Aurora St.pdf](#)
[Paint Agreement - .pdf](#)

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

Memo Date: July 27, 2021
Agenda Date: August 23, 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 607 Aurora 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 first 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 4 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 607 Aurora 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)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



Residential Paint Program Guidelines

I. Purpose

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

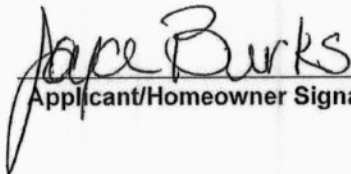
1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or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

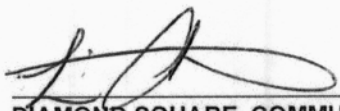
V. CRA Limit of Liability

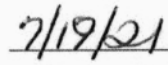
The CRA's liability under this Program shall be solely limited pressure washing and to the purchase of paint and paint supplies in an amount not to exceed \$1,000.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion.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

Date


DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY


Date

APPLICANT INFORMATION

Applicant/Name: Joyce Burks Drivers License # _____

Home Address: 607 Aurora St Cocoa FL 32922
Street City State Zip Code

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

Initial box:

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

Exterior Paint for Walls and Trim:

_____ square feet of home
Lawn Party ^{p390-6⁰} Color Selection - Walls
Young Green ^{p390-4^M} Color Selection - Trim

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

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.

Joyce Burks
Signature of Applicant/Home Owner

7/16/21
Date

STATE OF FL, COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 16th day of July, 2021,

by Joyce M. Burkes, who is personally known to me or who has produced

FL DL license 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 Paint 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

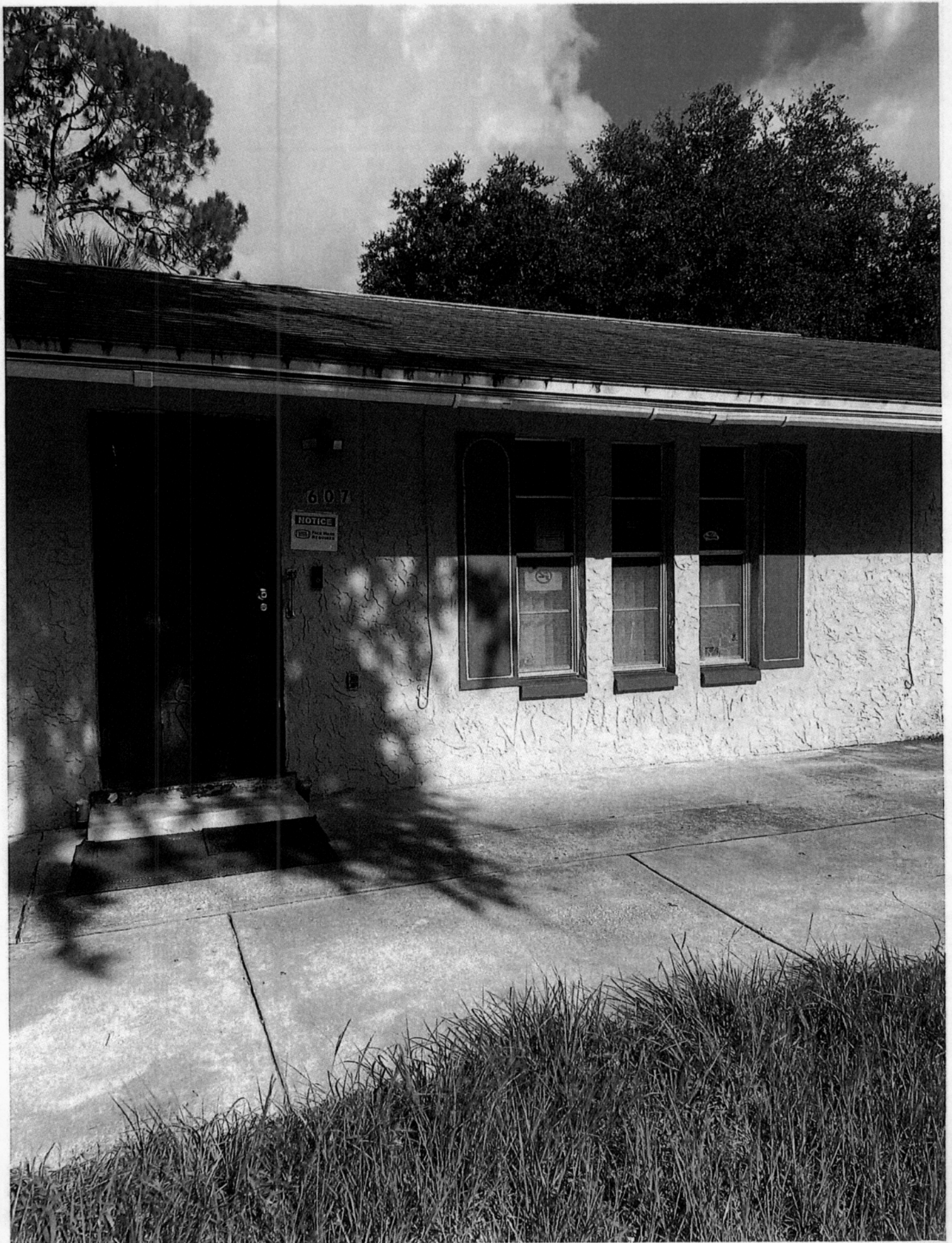
BUILDINGS

PROPERTY DATA CARD #1

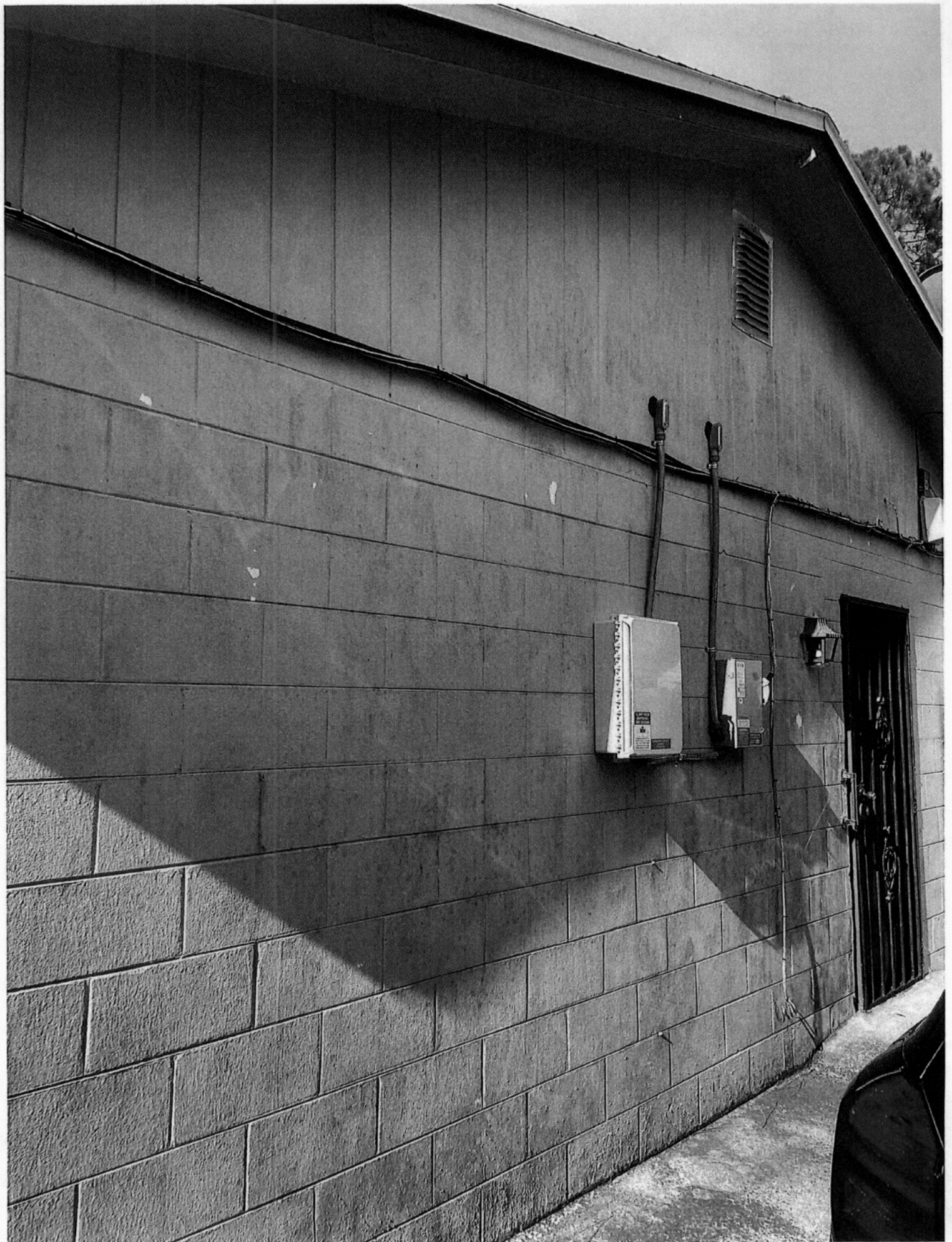
Building Use: 0110 - SINGLE FAMILY RESIDENCE

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	







**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 Joyce Burks whose principal address is 607 Aurora 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 607 Aurora 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:

Joyce Burks

607 Aurora 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.

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

STATE OF Florida

COUNTY OF Brevard

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

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name

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

Witnesses: Print Name: _____ Print Name: _____	GRANTEE: Print Name: <u>Joyce Burks</u> Title: <u>Homeowner,</u> <u>607 Aurora 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:

607 Aurora Street, Cocoa, FL 32922

Owner Name:

Joyce Burks

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)

File #: 21-467 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/24/2021 **In control:** Diamond Square RDA
On agenda: 8/23/2021 **Final action:**
Title: Request Agency acceptance of the Diamond Square Community Redevelopment Agency's Financial Statement Year ending 9/30/2020 Independent Auditor's Report.
Sponsors:
Indexes:
Code sections:
Attachments: [Audit Report Diamond Sq CRA Signed Adobe 6.18.21.pdf](#)

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

Memo Date: June 24, 2021
Agenda Date: August 23, 2021
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Request Agency acceptance of the Diamond Square Community Redevelopment Agency's Financial Statement Year ending 9/30/2020 Independent Auditor's Report.

BACKGROUND:

In October of 2020, the City's Finance team began year-end adjustments and closing procedures required to close out the Diamond Square CRA fiscal year ending September 30, 2020. In February of 2021, the accounting firm of MSL, PA conducted field work for the audit and the report was completed in April 2021. The report is presented for review.

Staff is requesting acceptance of the Annual Financial Report for the Diamond Square CRA for Fiscal Year 2020.

STRATEGIC PLAN CONNECTION

The AFR is a tool providing City staff and stakeholders with valuable financial and other information necessary to plan and make informed financial decisions to provide for high levels of municipal services while maintaining fiscal sustainability.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency acceptance of the Diamond Square Community Redevelopment Agency's Financial Statement Year ending 9/30/2020 Independent Auditor's Report.

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

FINANCIAL STATEMENTS

Year Ended September 30, 2020

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Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and General Fund of the Diamond Square Community Redevelopment Agency (the "CRA"), a component unit of the City of Cocoa, Florida as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the CRA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to in the first paragraph present fairly, in all material respects, the respective financial position of the governmental activities and General Fund of the CRA as of September 30, 2020, and the respective changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedule, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

The combining financial statements and schedules are the responsibility of management and were derived from, and relate directly to, the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2021 on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
June 10, 2021

Management's Discussion and Analysis

As management of the Diamond Square Community Redevelopment Agency (the "CRA"), we offer readers of the CRA's financial statements this narrative overview and analysis of the CRA's financial activities for the fiscal year ended September 30, 2020.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements. The CRA's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the CRA's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Also, capital assets are capitalized and depreciated on the statement of net position whereas related purchases are expended on government fund financial statements.

General Fund. The General Fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the General Fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of the General Fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the General Fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the General Fund balance sheet and the General Fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between General Fund and governmental activities.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements are an integral part of the basic financial statements.

Other Information. The CRA adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the CRA, assets exceeded liabilities by \$936,835 at the close of the most recent fiscal year. This compares with \$768,021 at the close of the previous fiscal year, an increase of \$168,814. Cash and investments increased \$132,699 due to a decrease in expenditures that were planned in accordance with the CRA Master Plan. Capital Assets decreased due to depreciation.

	Net Position	
	2020	2019 Unaudited
Current and other assets	\$ 386,643	\$ 253,944
Capital assets	556,971	524,571
Total assets	943,614	778,515
Short-term liabilities outstanding	6,779	10,494
Net position:		
Net invested in capital assets	556,971	524,571
Unrestricted	379,864	243,450
Total net position	\$ 936,835	\$ 768,021

Governmental Activities. The components are as follows: Governmental activities increased the CRA's net position by \$168,814 in fiscal year 2020. An 18% increase in revenue was caused by increases in the City of Cocoa's (the "City") and Brevard County's (the "County") contributions to the Trust Fund. Economic Environment expenses decreased due to a decrease in expenditures in accordance with the CRA Master Plan.

	Changes in Net Position	
	2020	2019 Unaudited
General revenues:		
Intergovernmental	\$ 238,016	\$ 201,756
Investment income	1,619	972
Total general revenues	239,635	202,728
Expenditures/Expenses:		
Economic Environment	55,733	125,261
Depreciation	15,088	14,296
Total expenses	70,821	139,557
Change in net position	168,814	63,171
Net position – beginning	768,021	704,850
Net position – ending	\$ 936,835	\$ 768,021

Financial Analysis of the General Fund

As noted earlier, the CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The purpose of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements. In particular, unassigned fund balance may serve as a useful measurement of a government's net resources available for spending at the end of the fiscal year.

The only difference between General Fund operations and governmental activities is the accounting presentation for capital outlay. Capital outlay is accounted for as an expenditure in the General Fund and, to the extent it relates to capital asset additions, is replaced by depreciation expense on the statement of activities.

General Fund Budgetary Highlights

Primary variances between the final budget and actual operating expenditure categories were as follows: spending in personal services was \$21,187 less than budgeted and contract services expenditures were \$10,841 less than budgeted. Capital expenditures were \$135,000 less than budgeted due to the Michael C. Blake subdivision not proceeding as planned and Other Grants and Aids was \$15,000 less than budgeted due to lessened applications as a result of COVID-19. The original budget was increased by \$47,488, primarily due to re-appropriation of prior year encumbrances.

Capital Asset Administration

The CRA's net investment in capital assets as of September 30, 2020 amounts to \$556,971, a decrease of \$32,400. Additional information on the CRA's capital assets can be found in Note 4 *Capital Assets* in the footnote section of this report.

	Capital Assets (net of depreciation)	
	2020	2019 Unaudited
Land	\$ 181,192	\$ 181,192
Improvements	375,779	343,379
Total	<u>\$ 556,971</u>	<u>\$ 524,571</u>

Economic Factors and Conditions

Median home prices increased approximately 14.6% from the previous year, which is in keeping with the local real estate market for Florida's Space Coast. The City is comparable to other cities in the County with a taxable property value increase in FY20 of 12.6%, which is expected to continue into 2021. At the same time, COVID-19 impacted the unemployment rate which rose from approximately 3.7% to 5.5% as compared to the state unemployment rate of 7.2% and a national unemployment rate of 7.8%.

Requests for Information

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest in the government's finances. Questions concerning any of the information should be addressed to the Finance Director, 65 Stone St., Cocoa, FL 32922.

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET

September 30, 2020

	General Fund	Adjustments (Note 2)	Statement of Net Position
ASSETS			
Cash and Cash Equivalents	\$ 380,917	\$ -	\$ 380,917
Prepaid items	5,726	-	5,726
Capital Assets			
Nondepreciable	-	181,192	181,192
Depreciable, net	-	375,779	375,779
TOTAL ASSETS	<u>\$ 386,643</u>	<u>556,971</u>	<u>943,614</u>
LIABILITIES			
Accounts payable	\$ 5,943	-	\$ 5,943
Accrued payroll and related liabilities	836	-	836
TOTAL LIABILITIES	<u>6,779</u>	<u>-</u>	<u>6,779</u>
FUND BALANCES/NET POSITION			
Fund balances:			
Nonspendable	5,726	(5,726)	-
Unassigned	374,138	(374,138)	-
TOTAL FUND BALANCES	<u>379,864</u>	<u>(379,864)</u>	<u>-</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 386,643</u>		
Net position:			
Net investment in capital assets		556,971	556,971
Unrestricted		379,864	379,864
TOTAL NET POSITION		<u>\$ 936,835</u>	<u>\$ 936,835</u>

The accompanying notes are an integral part of the financial statements.

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

Year Ended September 30, 2020

	General Fund	Adjustments (Note 2)	Statement of Activities
REVENUES			
Intergovernmental	\$ 238,016	\$ -	\$ 238,016
Investment Income	1,619	-	1,619
TOTAL REVENUES	<u>239,635</u>	<u>-</u>	<u>239,635</u>
EXPENDITURES/EXPENSES			
Economic Environment	55,733	-	55,733
Capital Outlay	47,488	(47,488)	-
Depreciation	-	15,088	15,088
TOTAL EXPENDITURES/EXPENSES	<u>103,221</u>	<u>(32,400)</u>	<u>70,821</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>136,414</u>	<u>(136,414)</u>	<u>-</u>
CHANGE IN NET POSITION	-	168,814	168,814
FUND BALANCES/NET POSITION			
Beginning of the year	<u>243,450</u>	<u>524,571</u>	<u>768,021</u>
End of the year	<u><u>\$ 379,864</u></u>	<u><u>\$ 556,971</u></u>	<u><u>\$ 936,835</u></u>

The accompanying notes are an integral part of the financial statements.

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The Diamond Square Community Redevelopment Agency (the "CRA") is a discretely presented component unit of the City of Cocoa, Florida (the "City"). The CRA was organized under Section 163 of the Florida Statutes and formally came into existence in 1998. The Board is appointed by the City of Cocoa City Council and is comprised of seven members who reside in, or are engaged in business in, the area of the Diamond Square Redevelopment Agency's operation.

Pursuant to Florida Statute 163.387, the CRA is funded primarily by incremental ad valorem tax revenues levied and remitted in amounts proportionate to property tax values for each participating entity. The CRA is economically dependent on such revenue.

The accounting policies of the CRA conform to accounting principles generally accepted in the United States of America.

These financial statements present the financial position and results of operations controlled by or dependent upon the CRA. In evaluating the CRA as a reporting entity, management has addressed all potential component units for which the CRA may or may not be financially accountable and, as such, be includable in the CRA's financial statements. No component units exist which would require inclusion in the CRA's financial statements.

Government-wide and Fund Financial Statements

The CRA has only governmental activities and only one function, and, as such, it is eligible for special-purpose financial statement presentation; accordingly, the government-wide financial statements are presented together with the governmental fund financial statements, described below, with an adjustment column presented to reconcile the two sets of statements.

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Governmental Fund Financial Statements - The CRA has one governmental fund type, which is the General Fund. The General Fund is the primary operating fund used to account for all resources and operations. Governmental funds are accounted for on a "spending" or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on the balance sheet. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the current period. Expenditures generally are recorded when a liability is incurred.

When both restricted and unrestricted resources are available for use, it is the CRA's policy to use restricted resources first, then unrestricted resources, as they are needed. When both assigned and unassigned resources are available for use, it is the CRA's policy to use assigned resources first, then unassigned resources, as they are needed.

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgets and the Budgetary Process

The CRA's Board adopts an annual operating budget, which can be amended by the Board throughout the year.

At the fund level, actual expenditures cannot exceed the budgeted amounts; however, with proper approval by the Board, budgetary transfers between line items can be made.

The accompanying Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual for the General Fund reflects the original and final budget authorization amounts, which includes all amendments. Appropriations lapse at the close of the fiscal year.

The CRA's management cannot amend or transfer appropriations.

For the year ended September 30, 2020, the CRA's budget was prepared on a modified accrual basis.

Cash and Equivalents

Cash and equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and equivalents are stated at fair value.

Capital Assets

Capital Assets purchased in the General Fund are recorded as expenditures at the time of purchase. It is the policy of the CRA to capitalize property and equipment over \$5,000 or more for equipment or an individual cost of \$25,000 or more for buildings, improvements other than buildings, and infrastructure with an estimated useful life in excess of one year. Lesser amounts are expensed. The CRA does not have donated capital assets.

Depreciation has been recorded over the following estimated useful lives using the straight-line method.

<u>Assets</u>	<u>Years</u>
Buildings	30
Infrastructure	11 - 50
Equipment	3 - 20
Vehicles	5 - 20

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Prepays

Prepays represent payments made to vendors for services that will benefit beyond September 30, 2020. These payments are recorded as expenditures or expenses when consumed rather than when purchased.

Fund Balance

The CRA has classified governmental fund balances as follows:

- Nonspendable Fund Balance – represents fund balance that is (a) not in a spendable form, such as prepaid items and inventory, or (b) legally or contractually required to be maintained intact, such as an endowment.
- Unassigned Fund Balance – includes all spendable amounts not contained within the other classification of the General Fund. The unassigned fund balance for governmental funds represents the CRA's resources available for future operations.

Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

**NOTE 2 - RECONCILIATION OF GOVERNMENT-WIDE AND
FUND FINANCIAL STATEMENTS**

Adjustments were made to include capital assets (net of accumulated depreciation) on the statement of net position. This resulted in a net difference between the ending General Fund balances and the total net position of \$936,835.

Total fund balance	\$ 379,864
Capital assets, net	<u>556,971</u>
Total net position	<u>\$ 936,835</u>

Adjustments were made to include depreciation expense and eliminate capital outlay expenditures, if any, on the statement of activities. This resulted in a net difference between "excess revenues over expenditures" and "change in net position" of \$168,814.

Excess of revenues over expenditures	\$ 136,414
Capital outlay	47,488
Less: Depreciation expense	<u>(15,088)</u>
Change in net position	<u>\$ 168,814</u>

NOTE 3 - POOLED CASH AND EQUIVALENTS

The CRA's cash and equivalents account is combined with the pooled cash of the City. The City's cash accounts consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition, all of which were entirely covered by federal depository insurance or by a multiple financial institution collateral pool pursuant to the Public Depository Security Act of the State of Florida. This Act requires that the City maintain deposits only in "qualified public depositories." All qualified public depositories must deposit with the State Treasurer eligible collateral in such amounts as required by the Act. In addition, qualified public depositories are required under the Act to assume mutual responsibility against loss caused by the default or insolvency of other qualified public depositories of the same type. Should a default or insolvency occur, the State Treasurer will implement procedures for payment of losses according to the validated claims of the City.

Earnings from the pooled funds are allocated to the CRA based on the CRA's proportionate share of the pool.

**DIAMOND SQUARE
COMMUNITY REDEVELOPMENT AGENCY**

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2020

NOTE 4 - CAPITAL ASSETS

The following is a summary of changes in the CRA's capital assets during the fiscal year ended September 30, 2020:

	Balance October 1, 2019	Additions and Transfers	Deletions and Transfers	Balance September 30, 2020
Governmental Activities				
Land	\$ 181,192	\$ -	\$ -	\$ 181,192
CIP	-	-	-	-
Total capital assets, not being depreciated	181,192	-	-	181,192
Capital assets being depreciated:				
Improvements other than buildings	430,362	47,488	-	477,850
Less: Accumulated depreciation	(86,983)	(15,088)	-	(102,071)
Total capital assets being depreciated	343,379	32,400	-	375,779
Total capital assets	<u>\$ 524,571</u>	<u>\$ 32,400</u>	<u>\$ -</u>	<u>\$ 556,971</u>

Depreciation expense amounted to \$15,088 during fiscal year 2020, which is included on the statement of activities.

REQUIRED SUPPLEMENTARY INFORMATION

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL

Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
GENERAL FUND				
Revenues:				
Intergovernmental	\$ 257,312	\$ 257,312	\$ 238,016	\$ (19,296)
Investment Income	-	-	1,619	1,619
TOTAL REVENUES	257,312	257,312	239,635	(17,677)
EXPENDITURES				
Current:				
Economic Environment	107,312	107,312	55,733	51,579
Capital Outlay	135,000	182,488	47,488	135,000
Grants and Other Aid	15,000	15,000	-	15,000
TOTAL EXPENDITURES	257,312	304,800	103,221	201,579
NET CHANGE IN FUND BALANCE	-	(47,488)	136,414	183,902
FUND BALANCE - BEGINNING		47,488	243,450	195,962
FUND BALANCE - ENDING	\$ -	\$ -	\$ 379,864	\$ 379,864

Note: This schedule is prepared on the basis of generally accepted accounting principles.

COMPLIANCE SECTION



Certified Public Accountants

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL
CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Diamond Square Community Redevelopment Agency (the "CRA") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's financial statements and have issued our report thereon dated June 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, grant agreements and contracts, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General*, we reported certain matters to management of the CRA in a separate management letter and Independent Accountant's Report dated June 10, 2021.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
June 10, 2021



Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

We have examined the Diamond Square Community Redevelopment Agency's (the "CRA") compliance with the requirements of Sections 163.387(6) and (7) and 218.415, Florida Statutes, during the fiscal year ended September 30, 2020. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to express an opinion on the CRA's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA is in accordance with those requirements, in all material respects. An examination involves performing procedures to obtain evidence about the CRA's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
June 10, 2021



Certified Public Accountants

INDEPENDENT AUDITOR'S MANAGEMENT LETTER

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

Report on the Financial Statements

We have audited the basic financial statements of the Diamond Square Community Redevelopment Agency (the "CRA") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 10, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports, which are dated June 10, 2021 should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no recommendations made in the preceding audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

To the Board of Commissioners
Diamond Square Community Redevelopment Agency

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.38(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the CRA Board Members, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
June 10, 2021



FY 2021 Budget by Classification Report - Summary Listing

Through 7/31/21
Target for July 83%

FUND 111 - Diamond Square CRA

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
INTERGOVERNMENTAL	\$ 317,017		\$ 288,325	\$ 28,692	91%
MISCELLANEOUS	\$ -		\$ 2,188	\$ (2,188)	100%
OTHER SOURCES			\$ -	\$ -	0%
REVENUE TOTALS	\$ 317,017		\$ 290,513	\$ 26,504	92%
EXPENSE					
SALARIES AND BENEFITS	\$ 33,519		\$ 23,776	\$ 9,743	71%
OPERATING EXPENDITURES	\$ 248,498	\$ 6,189	\$ 38,390	\$ 203,919	18%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	0%
GRANTS, AIDS AND OTHER	\$ 35,000	\$ 7,080	\$ 2,725	\$ 25,195	0%
EXPENSE TOTALS	\$ 317,017	\$ 13,269	\$ 64,891	\$ 238,857	25%
REVENUE TOTALS	\$ 317,017	\$ -	\$ 290,513	\$ 26,504	92%
EXPENSE TOTALS	\$ 317,017	\$ (13,269)	\$ 225,622	\$ (212,353)	25%

*TIF Revenue is collected in December each Fiscal Year.