

City of Cocoa

*65 Stone Street
Cocoa, FL 32922*



Meeting Agenda

Monday, June 20, 2022

6:00 PM

Cocoa City Council Chambers

Diamond Square RDA

I. CALL TO ORDER**INVOCATION****PLEDGE OF ALLEGIANCE****II. APPROVAL OF AGENDA AND MINUTES:****AGENDA:**

22-328 Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Special Meeting on June 20, 2022 as is or with an amendment.

Attachments: 6-20-2022 Short DS.pdf

MINUTES:

22-329 Request Agency Approval of the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting held on May 16, 2022.

Attachments: DSCRA Minutes 5-16-22 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. 22-330 Staff is request Agency Approval for the agency's Residential Paint grant application not to exceed \$1,000 for the property located at 404 D Street, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

Attachments: Gordon 404 D Street Applic Pics.pdf
404 D St - Gordon Paint Agreement - .pdf

2. 22-331 Request Agency approval of a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and authorize the City Manager to complete and execute a Commercial Façade Grant Application.
- Attachments: [Rose Garden App & Attachmts.pdf](#)
[Prop App Rose Garden.pdf](#)
[Rose Garden Quotes - B.J. Pelkey Construction Co. Inc .pdf](#)
[Rose Garden Grant Agreement.pdf](#)
[Rose Garden Restrictive Covenant.pdf](#)
3. 22-322 Approve a Resolution Amending the FY23 Budget, BAF# 22-100-T to transfer funds of \$6,000 for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and a Resolution #22-322....End
- Attachments: [Resolution 22-322 Summer Camp FY22.pdf](#)
[BAF 22-100-T-DSCRA-Camps and Grants programs \(6-20-22\) Agenda 22-337](#)
4. 22-337 Staff is requesting Approval of Resolution, Amending the FY22 Budget, BAF #22-100-T in the amount of \$25,000.00 and to transfer funds from the Contingency Account to the Other Grants & Aids Account in order to continuing funding the Paint and Beautification Grants, Commercial Façade Grant Program and the DS Upstart.
- Attachments: [Resolution 22-337 Other Grants Aids FY22.pdf](#)
[BAF 22-100-T-DSCRA-Camps and Grants programs \(6-20-22\) Agenda 22-337](#)
5. 22-353 Approve a Resolution Amending the FY23 Budget, BAF #22-102-T in the amount of \$75,000, to allocate funds for security cameras at the Dr. Joe Lee Smith Center.
- Attachments: [Resolution 22-353 Cameras JoeLeePool FY22.pdf](#)
[BAF 22-102-T-DSCRA- Cameras at DR JLS \(7-12-22\) Agenda 22-353.pdf](#)
6. 22-354 Fiscal Year 2023 Diamond Square CRA Budget Priorities Discussion.

VI. ATTORNEY'S REPORT:**VII. UPDATES AND STAFF REPORTS:****VIII. NEXT MEETING DATE:**

The next regularly scheduled meeting of the Diamond Square Redevelopment Agency will be on Monday, July 18 at 6:00 PM at the Dr. Joe Lee Smith Center, 415 Stone Street, Cocoa, Florida.

IX. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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

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

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



Legislation Details (With Text)

File #: 22-328 **Version:** 1 **Name:**
Type: Informational Item **Status:** Agenda Ready
File created: 5/31/2022 **In control:** Diamond Square RDA
On agenda: 6/20/2022 **Final action:**
Title: Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Special Meeting on June 20, 2022 as is or with an amendment.
Sponsors:
Indexes:
Code sections:
Attachments: [6-20-2022 Short DS.pdf](#)

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

Memo Date: May 31, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Special Meeting on June 20, 2022 as is or with an amendment.

BACKGROUND:

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

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of the Agenda for the Diamond Square Community Redevelopment Agency Special Meeting on June 20, 2022 as is or with an amendment.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Larry Brown
Vice Chairperson –
Appointed by
Brevard
County

Ed Jones
Board Member

Amy Robinson
Board Member

Jackie Isom
Board Member

Marilyn Ross-Smith
Board Member

Crystal McQueen
Board Member

SPECIAL MEETING AGENDA

DATE: Monday, June 20, 2022
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 June 20, 2022

MINUTES: Regular Meeting of May 16, 2022

III. DELEGATIONS:

PRESENTATION: None

IV. ACTION ITEMS

1. Staff is requesting Agency approval for an application for the agency's Paint Grant Program in an amount not to exceed \$1,000 for the property located at 404 D. Street, Cocoa FL and authorize the City Manager to execute a Paint Program Agreement.
2. Request Agency approval of a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and authorize the City Manager to complete and execute a Commercial Façade Grant Application.
3. Request Agency approval to transfer funds of \$6,000 for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and for a BAF and a Resolution amending the DS CRA Fiscal Year 22 Budget.
4. Staff is requesting Approval of Resolution, Amending the FY22 Budget, BAF in the amount of \$25,000.00 and to transfer funds from the Contingency Account to the Other Grants & Aids Account in order to continuing funding the Paint and Beautification Grants, Commercial Façade Grant Program and the DS Upstart.
5. Request Agency approval of a BAF and Budget Resolution amending the FY2022 Budget to allocate funds for security cameras at the Dr. Joe Lee Smith Center.
6. Budget Discussion for FY23.

V. ATTORNEY'S REPORT

VI. UPDATES AND STAFF REPORTS

VII. NEXT MEETING DATE

The next meeting of the Diamond Square Redevelopment Agency is July 18, 2022, at 6:00 PM. The meeting will be held Dr. Joe Lee Smith Center located at 415 Stone Street, Cocoa.

VIII. ADJOURNMENT



Legislation Details (With Text)

File #: 22-329 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 5/31/2022 **In control:** Diamond Square RDA
On agenda: 6/20/2022 **Final action:**
Title: Request Agency Approval of the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting held on May 16, 2022.
Sponsors:
Indexes:
Code sections:
Attachments: [DSCRA Minutes 5-16-22 FINAL.pdf](#)

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DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: May 31, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Request Agency Approval of the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting held on May 16, 2022.

BACKGROUND:

Agency Members approve the Minutes at the beginning of the meeting, either as written or with Amendments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency Approval of the Minutes of the Diamond Square Community Redevelopment Agency Regular Meeting held on May 16, 2022.



Legislation Details (With Text)

File #:	22-330	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	5/31/2022	In control:		Diamond Square RDA	
On agenda:	6/20/2022	Final action:			
Title:	Staff is request Agency Approval for the agency's Residential Paint grant application not to exceed \$1,000 for the property located at 404 D Street, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Gordon 404 D Street Applic Pics.pdf 404 D St - Gordon Paint Agreement - .pdf				
Date	Ver.	Action By	Action		Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: May 31, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:

Staff is request Agency Approval for the agency's Residential Paint grant application not to exceed \$1,000 for the property located at 404 D Street, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant Agreement.

BACKGROUND:

Since 1998, the objective of the Diamond Square Community Redevelopment Agency (CRA) Plan has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove the blighting influences identified in the original "Finding of Necessity" study. Over the past, the City and 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 and with other organizations. The update was intended to support desired growth and development in order to stimulate private investment and enhance community identity.

The Paint Grant Program has budgeted funds in the FY 2022 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 name in any outstanding code enforcement liens.

BUDGETARY IMPACT:

Budgeted

Yes

Amount Requested	<u>\$1,000.00</u>
Account Number	<u>111-3230-559.83-00</u>
Account Name	<u>Other Grants & 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 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 request Agency Approval for the agency's Residential Paint grant application not to exceed \$1,000 for the property located at 404 D Street, Cocoa, FL and to authorize the City Manager to execute a Residential Paint Grant 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.

Byron Gordon
Applicant/Homeowner Signature

8/19/2022
Date

DIAMOND SQUARE COMMUNITY
REDEVELOPMENT AGENCY

Date

APPLICANT INFORMATION

Applicant/Name: Byron Gordon Drivers License # [REDACTED]

Home Address: 404 N. STREET COCOA FL 32922
Street City State Zip Code

Telephone: 321-208-5361 E-Mail: _____

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:

1260 square feet of home

white Color Selection - Walls

Blue 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.

Byron Gordon
Byron Gordon
Signature of Applicant/Home Owner

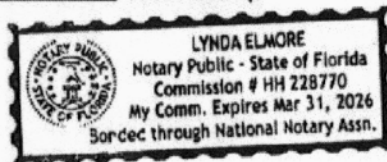
5/9/2022
Date

STATE OF Florida, COUNTY OF Cocoa

The foregoing instrument was acknowledged before me this 10 day of May, 2022

by Byron Gordon, who is personally known to me or who has produced
Florida Driver license as identification.

Notary Public, State of Florida Affix Stamp



[Handwritten Signature]

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

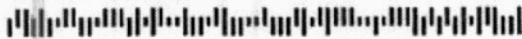
LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2021 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461532	CL-0012135	23D0

Pay your taxes online at www.brevardtc.com404 D ST COCOA
REGINA MYRA SUBDIVISION LOT 6
 7 - 35512
 60
 GORDON, BYRON R
 GORDON, CARMELL DICKSON
 404 D ST
 COCOA FL 32922-7408


AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED	
COUNTY GENERAL FUND	3.5661	119,140	50,000	69,140	246.56	
BREVARD LIBRARY DISTRICT	0.4118	119,140	50,000	69,140	28.47	
BREVARD MOSQUITO CONTROL	0.1669	119,140	50,000	69,140	11.54	
RECREATION DISTRICT 4 - MAINT	0.6193	119,140	50,000	69,140	42.82	
TI-CO AIRPORT AUTHORITY	0.0000	119,140	50,000	69,140	0.00	
SCHOOL - BY STATE LAW	3.6020	119,140	25,000	94,140	339.09	
SCHOOL - BY LOCAL BOARD	0.7480	119,140	25,000	94,140	70.42	
SCHOOL - CAPITAL OUTLAY	1.5000	119,140	25,000	94,140	141.21	
CITY OF COCOA	6.4532	119,140	50,000	69,140	446.17	
ST JOHNS RIVER WATER MGMT DST	0.2189	119,140	50,000	69,140	15.13	
FLA INLAND NAVIGATION DIST	0.0320	119,140	50,000	69,140	2.21	
ENV END LD/WTR LTD 05-24	0.0571	119,140	50,000	69,140	3.95	
ENV END LD/WTR LTD(DBTP) 05-24	0.0488	119,140	50,000	69,140	3.37	
TOTAL MILLAGE		17.4241	AD VALOREM TAXES		\$1,350.94	
NON-AD VALOREM ASSESSMENTS						
LEVYING AUTHORITY	RATE		AMOUNT			
115 STORMWATER COCOA			126.10			
158 SOLID WASTE DISPOSAL			57.00			
PAY ONLY ONE AMOUNT IN BOXES BELOW		NON-AD VALOREM ASSESSMENTS			\$183.10	
If Paid By	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022	
Please Pay	\$1,472.68	\$1,488.02	\$1,503.36	\$1,518.70	\$1,534.04	

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2021 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2461532	CL-0012135	23D0

Pay your taxes online at www.brevardtc.com404 D ST COCOA
REGINA MYRA SUBDIVISION LOT 6
 GORDON, BYRON R
 GORDON, CARMELL DICKSON
 404 D ST
 COCOA, FL 32922-7408

DO NOT PAY

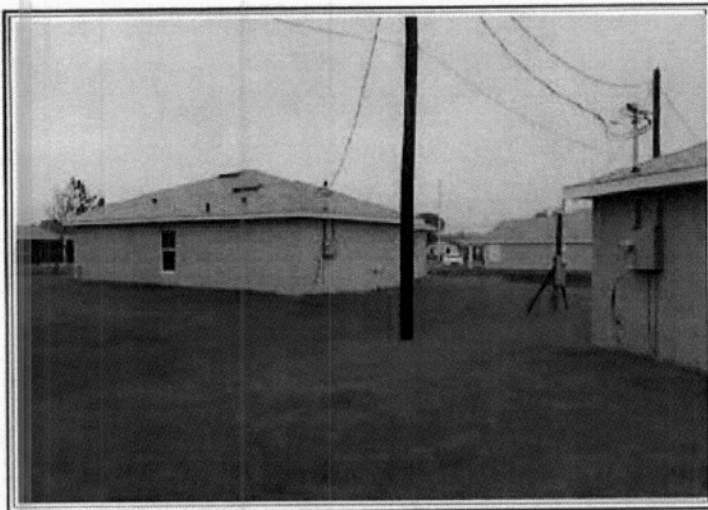
PLEASE PAY IN U.S. FUNDS THRU U.S. BANK TO BREVARD COUNTY TAX COLLECTOR • P.O. BOX 2500 • TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2021	Dec 31, 2021	Jan 31, 2022	Feb 28, 2022	Mar 31, 2022
Please Pay	\$1,472.68	\$1,488.02	\$1,503.36	\$1,518.70	\$1,534.04

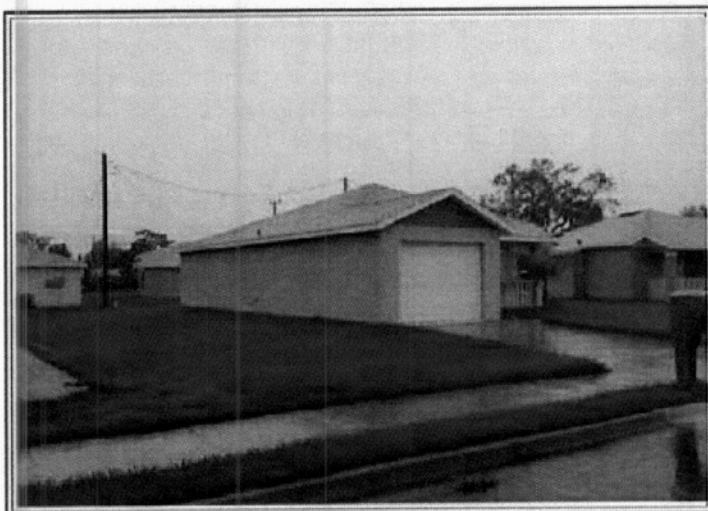
DO NOT PAY - THIS IS NOT A BILL

YOUR ORIGINAL BILL WAS MAILED TO BANK OF AMERICA MSP EAGLE1 AT THEIR REQUEST

Borrower: Byron Gordon		File No.: 17-630
Property Address: 404 D St		Case No.: 094-7943623
City: Cocoa	State: FL	Zip: 32922-7408
Lender: IBERIABANK d/b/a IBERIABANK Mortgage		



Side



Side



Covered Porch / Open Patio

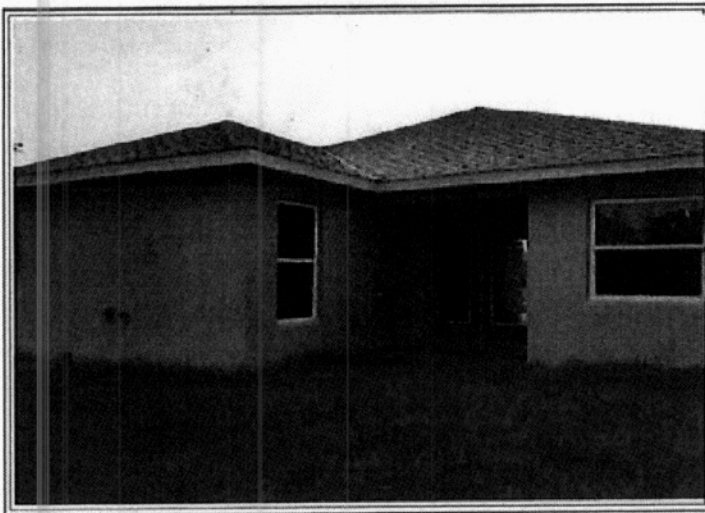
SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Byron Gordon	File No.: 17-630
Property Address: 404 D St	Case No.: 094-7943623
City: Cocoa	State: FL
Lender: IBERIABANK d/b/a IBERIABANK Mortgage	Zip: 32922-7409



**FRONT VIEW OF
SUBJECT PROPERTY**

Appraised Date: October 4, 2017
Appraised Value: \$ 127,000



**REAR VIEW OF
SUBJECT PROPERTY**

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

THIS GRANT AGREEMENT is made this ____ day of _____ **2022** 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 Byron Gordon whose principal address is 404 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 404 D. Street, Cocoa, ("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
Community Services Dept.
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE:

Byron Gordon

404 D. Street

Cocoa, FL 32922

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

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

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

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

13. Attorney's Fees. In the event any litigation or controversy arises out of or in connection with the parties hereto, each party shall bear their own costs and attorney's fees. Notwithstanding the foregoing, should the CRA determine that the Grantee must reimburse the 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 _____
---	--

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 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>Byron Gordon</u> Title: <u>Homeowner,</u> <u>404 D. Street, Cocoa, FL</u>
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, 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: 404 D. Street, Cocoa, FL 32922

Owner Name: Byron Gordon

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 #: 22-331 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 5/31/2022 **In control:** Diamond Square RDA
On agenda: 6/20/2022 **Final action:**
Title: Request Agency approval of a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and authorize the City Manager to complete and execute a Commercial Façade Grant Application.

Sponsors:

Indexes:

Code sections:

Attachments: [Rose Garden App & Attachmts.pdf](#)
[Prop App Rose Garden.pdf](#)
[Rose Garden Quotes - B.J. Pelkey Construction Co. Inc .pdf](#)
[Rose Garden Grant Agreement.pdf](#)
[Rose Garden Restrictive Covenant.pdf](#)

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

Memo Date: May 31, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:

Request Agency approval of a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and authorize the City Manager to complete and execute a Commercial Façade Grant Application.

BACKGROUND:

Rohan Jain as Trustee of Rose Garden Trust submitted a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and includes:

- 16-20 Exterior building crack repairs
- Replace 4 jalousie bathroom windows and 8 jalousie bedroom windows
- Exterior power washing and painting of buildings, gate, walkways
- Install 2 front building signs
- Relocate dumpster and enclosure
- New LED lighting in courtyard and over stairs

- Landscaping
- Replace 31 exterior doors on the 1st and 2nd floors

Per the application and quotes, the applicant is proposing the total amount of the façade project will be \$62,521.00. The applicant has submitted all the required documentation and is requesting grant funds not to exceed \$10,000.

Pursuant to Article II of the Commercial Façade Improvement Program Policy, “façade rehabilitation, stucco restoration, replacement/reconstruction of architectural features, awnings and lighting” which is visible from the right of way, are intended to preserve and protect the structure and aesthetic integrity of the existing commercial building, are an eligible expense. Therefore, the proposed improvement is eligible for façade grant funding.

In Accordance with Article III of the Commercial Façade Improvement Program Policy, the amount of any grant shall be determined at the Board’s sole discretion based on the following factors:

1. The estimated value of the proposed private investment;
2. The extent that the private investment incorporates more primary improvements versus ancillary improvements such as building cleaning and painting;
3. The historical and cultural significance of the property;
4. The potential economic and fiscal impact of the proposed project on the City of Cocoa; and
5. Whether the applicant is a for-profit or non-profit entity.

Staff requests approval of the grant application for an amount not to exceed \$10,000. Upon approval, Staff will complete and the City Manager will execute a Commercial Façade Grant Agreement with the applicant.

BUDGETARY IMPACT:

Budgeted Yes

(Budget is provided by BAF# 22-100-T Agenda 22-337 also coming before the Agency at tonight’s meeting)

Amount Requested	<u>\$10,000</u>
Account Number	<u>111-3230-559.83-00</u>
Account Name	<u>Other Grants & Aids</u>

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Request Agency approval of a Commercial Façade Improvement Program Grant application for an amount not to exceed \$10,000 for the property located at 826 Rosa L. Jones Drive, Cocoa, FL and

authorize the City Manager to complete and execute a Commercial Façade Grant Application.



COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

The Cocoa Community Redevelopment Agency (Cocoa CRA) sponsors a Commercial Façade Improvement Program (CFIP) to assist in the improvement of real property located in the Cocoa CRA Area. Matching grants of up to \$10,000.00 are available per commercial parcel/project to qualified applicants whose property is located in that portion of the Cocoa Redevelopment Area eligible for grant funding (*property on Brevard Ave., Delannoy Ave., and Harrison St. are ineligible*). Applications must be submitted two weeks in advance of each CRA meeting. The Cocoa CRA meets on the first Tuesday of each month.

Property Owner/Applicant Name: Rohan Jain
Phone Number: 407-250-5800
Mailing Address: 7707 S. Orange Avenue, #593312, Orlando, FL 32809
Property Address: 826 Rosa L. Jones Drive, Cocoa, FL 32922
Business Name: Rose Garden Trust

Description of Planned Improvements:

Exterior Crack Repairs to building & ceiling, bathroom window replacement, Exterior Painting of building, gate and walkways, Install 2 building signs, Move dumpster and enclosure, Install new LED Lighting in courtyard and over stairs, Landscaping and exterior door replacements. Paint facade and chipping areas of it

Total Project Cost: \$65,121.00

Grant Funds Requested: \$10,000.00

Applicant/Owner Certification

I hereby submit this application and application requirements. I have read the CFIP grant requirements. I understand that the project must be completed within one year from date written approval is received, unless otherwise approved or extended. I understand that grant funds will be provided on a reimbursement basis once all work is complete. I agree to leave the completed project in its approved design and colors for a period of five years from the date of completion. I understand the Agreement will contain a covenant running with the land that binds future successors to also maintain the improvements and failure to maintain the improvements shall be a breach of the covenant and will result in having to pay back the entire amount of the grant, plus interest.

Rohan Jain
Signature of Owner/Applicant

04/04/2022
Date



Rose Garden Apartments Façade Improvement

Rose Garden Trust

06/29/30

	Project	Vendor	Price
1.	<u>Windows:</u> Replace (4) four jalousie bathroom windows; (8) eight jalousie bedroom windows;	Magnelli Subcontractor	\$5,096
2.	<u>Building Crack:</u> Exterior Crack Repair; 15-20 concrete ceiling repair	Harry Lee Masonry	\$1,500
3.	<u>Paint</u> exterior of buildings; gate; walkways (includes powerwash)	Collins Custom Painting	\$44,655
4.	<u>Signs:</u> Install (2) two front building signs on the walls	Magnelli Subcontractor	\$600
5.	<u>Dumpster:</u> Move dumpster and enclosure	Magnelli Subcontractor	\$1,000
6.	<u>Lighting:</u> New LED Lighting (40) in courtyard and over stairs	Magnelli Subcontractor	\$2600
7.	<u>Landscape:</u> Plant bushes around sign and front planters	Magnelli Subcontractor	\$300
8.	<u>Doors:</u> Replace 11 exterior doors (2 nd floor) and 20 exterior doors (1 st floor)	Magnelli Subcontractor	\$9,370
		Total Estimated Cost	\$65,121

Florida State Certified Contractor (CRC-1327262)
Certified Home Inspector (HI6353)
EPA Certified Lead Paint Remodeler (R-I-19139-11-01702)

B. J. Pelkey Construction Co., Inc.

B Home Repairs, Remodels, & Grounds Maintenance
J Home Inspections, Wind Mitigation Inspections
P (FREE ESTIMATES)

755 Orchid Lane
Merritt Island, Fl. 32952

Mobile: (321)-698-5395
Email: burtpelkey@gmail.com
Web: BJ Pelkey construction

4/23/2022

Rose Garden Trust
7707 Orange S. Orange Ave #593312
Orlando FL 32809

Following is estimate for Rose Gardens Apartments Façade Improvements, Cocoa Fl 32922

{Estimate may vary based on availability of material at time of project start date}

Windows: Replace (4) four jalousie bathroom windows; (8) eight jalousie bedroom windows.

\$ 5,096.00

Building Cracks: Exterior crack repair; 15 – 20 concrete ceiling repairs.

\$ 1,500.00

Paint exterior of buildings, gate, walkways, include power wash exterior

\$ 42,055.00

Signs: Install (2) two front building on the walls

\$ 600.00

Dumpster: Move dumpster and enclosure

\$1,000.00

Lighting: New LED lighting (40) forty in courtyard and over stairs.

\$ 2,600.00

Landscape: Plant bushes around sign and front planters.

\$ 300.00

Doors: Replace 11 exterior doors {2-nd) floor) and 20 exterior doors (1-st floor).

\$ 9,370.00

Total Estimate: \$ 62,521.00

Prepared by and return to:
Jeffrey P. Brock
Attorney at Law
Smith Bigman Brock, P.A.
444 Seabreeze Boulevard Suite 900
Daytona Beach, FL 32118
File Number: 81865.0028

[Space Above This Line For Recording Data]

**WARRANTY DEED TO TRUSTEE UNDER
THE ROSE GARDEN TRUST AGREEMENT**

THIS WARRANTY DEED made the 17 day of March, 2021 by **Bright Cocoa LLC**, a Florida limited liability company whose post office address is 444 Seabreeze Boulevard, Suite 900, Daytona Beach, FL 32118, (the "Grantor"), to **Rohan Jain**, as **Trustee of the Rose Garden Trust Agreement dated March 1, 2021** (the "Trustee"), Grantee with full power and authority to protect, conserve and to sell, and to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described and whose mailing address is 2857 Atherton Drive, Orlando, FL 32824.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situate in Brevard County, Florida, to-wit:

Begin at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 36 East, Brevard County, Florida; go West 660 feet to the Point of Beginning; thence go North 420 feet; thence go East 110 feet; thence South 420 feet; thence West 110 feet to the Point of Beginning, Less and Except the road right of way of on South for Rosa L. Jones Drive.

TOGETHER WITH the South 1/2 of the portion of road vacated in O.R. Book 3515, Page 539 and O.R. Book 3556, Page 2417, Public Records of Brevard County, Florida, and abutting the North property line of the above described property.

Parcel Identification Number: 24-36-32-00-777

This conveyance is subject to:

1. Taxes and Assessments for the year 2021 and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in The Rose Garden Trust Agreement dated March 1, 2021 (the "Trust Agreement").

Full power and authority is hereby granted to the Trustee to improve, subdivide, protect, conserve, sell, lease encumber and otherwise manage and dispose of the property or any part hereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide the property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate powers and authorities vested in the Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the property, or any part thereof, to lease the property, or any part thereof, from time to time, in possession or reversion, by leases to commence now or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single warranty, covenant, undertaking or agreement of the Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

Any acting Trustee may designate a successor trustee under the trust agreement by naming one or more individuals or corporations qualified to act as trustee, in the alternative, as such Trustee's immediate successor. If no successor trustee is designated, Akarsh Kolaprath is authorized to appoint a successor trustee. In the event of the death or resignation of any acting Trustee, upon a recording in the public records of Brevard County, Florida, of a certificate of the acting Trustee or the designated successor trustee as to the due appointment of the successor trustee in accordance with the trust agreement, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal this 17 day of March, 2021.

Bright Cocoa LLC, a Florida limited liability company

By: *Eitan Bahir*
Eitan Bahir, Manager

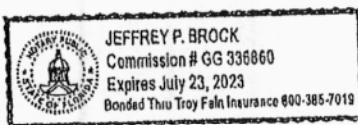
Jeffrey Brock
Witness Name: *Jeffrey Brock*
Susan Kates
Witness Name: *Susan Kates*

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of March, 2021 by Eitan Bahir, Manager of Bright Cocoa LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

[Notary Seal]



Jeffrey Brock
Notary Public

City of Cocoa
LOCAL BUSINESS TAX RECEIPT
65 Stone Street
Cocoa, Florida 32922
(321) 433 - 8501
Receipt Number 22-00008541
10/21-09/22

ROSE GARDEN TRUST
2857 ATHERTON DRIVE, ORLANDO
ORLANDO FL 32824

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	0.00	74.00

NAICS Code: 531
Classification: Real Estate
Local Business Tax Receipt Number: 22-00008541
Date Issued: March 17, 2022
Expiration Date: September 30, 2022



Location Address:
826 ROSA L JONES DR 40 UN
COCOA FL 32922-1805

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

THE ROSE GARDEN TRUST AGREEMENT

THIS TRUST AGREEMENT, dated the 2 day of March, 2021, entered into by and between Rohan Jain, as Trustee, and Cocoa Beach Apartments, LLC (the "Beneficiary," whether one or more):

WHEREAS, the Trustee will receive and accept title to the properties in Brevard County, Florida described on Exhibit "A" attached hereto (herein called, collectively, the "Property");

WHEREAS, the Trustee will hold the Property, or any other property conveyed to him as Trustee under this Agreement, in trust for the uses and purposes and subject to the terms and conditions as hereinafter set forth;

WHEREAS, it is further the intent of Trustee to receive and accept title to the Property in accordance with the provisions of the Florida Land Trust Act, Section 689.071, Florida Statutes; and

WHEREAS, the Trust created by this instrument shall be known for all purposes as the Rose Garden Trust.

NOW, THEREFORE, in consideration of the mutual premises herein contained the parties hereto agree as follows:

For consideration of the mutual promises in this Land Trust Agreement ("the Agreement"), the parties agree as follows:

1. Property. Title to the Property will conveyed to the Trustee in accordance with section 689.071 of the Florida Statutes. The Trustee agrees to accept the deed to the Property and to hold title to the Property for the uses and purposes stated in this Agreement. The Beneficiary may not dedicate or cause any other property to be conveyed to the Trustee under this Trust Agreement unless the Trustee consents in writing. Should other property subsequently be conveyed to and held by the Trustee pursuant to this Trust Agreement, the term "Property" shall mean and refer to all property, the title to which is held by the Trustee pursuant to this Trust Agreement.

2. Purpose of Trust. The purpose of this Trust shall be to hold title to the Property until its sale or other disposition until the expiration of this Trust Agreement. The Trustee shall not manage or operate the Property. The Trustee shall not undertake any other activity not strictly necessary to the attainment of the foregoing purpose. This Agreement shall not create any other type of business trust, or an association, or a co-partnership, or joint venture between the Trustee and the Beneficiary, or among the Beneficiaries, if there are more than one.

3. Names and Interests of Beneficiaries:

a. The following is the Beneficiary of this Trust. The Beneficiary shall be entitled to the use of the earnings and proceeds of the Property according to the percentage interest set forth opposite the Beneficiary's name:

Name of Beneficiary

Cocoa Beach Apartments, LLC

Interest in Trust

100%

- b. The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:
- i. Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes, and all other instruments relating to the Property; provided, however, that the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.
 - ii. Power to manage, possess, use, occupy, and control the Property.
 - iii. Right to receive the earnings and proceeds from leases, mortgages, sales, and other dispositions of the Property.
 - iv. Enjoyment of all rights and privileges regarding the Property as if the Beneficiary was the legal and equitable owner of the Property.
- c. Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title, or interest in or to any portion of the legal title to the Property. The death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law.

4. Multiple Beneficiaries. In the event that the term "Beneficiary" as used in this Trust Agreement includes more than one beneficiary, then, in that event, all persons included in the term "Beneficiary" shall be jointly and severally liable for obligations of the Beneficiary under this Trust Agreement.

5. Beneficiary Manages and Operates Trust Property. The Beneficiary shall have the right to sole possession, management, and control of the renting, repairing, maintaining, and handling of the Property. The Trustee shall have no such rights or duties. The Beneficiary shall and does hereby indemnify and hold the Trustee harmless from and against all expenses, including attorney's fees, obligations, and liabilities which the Trustee may incur or become liable for by virtue of the Beneficiary performing the matters set forth herein or by virtue of the fact that the

trustee holds legal title to the Property. The Beneficiary is not the agent of the Trustee for any purpose whatsoever and does not have any authority whatsoever to contract or to execute leases or to do any other act or in the name of the Trustee or to obligate the Trustee personally or as Trustee.

6. Beneficiary Cannot Bind Trustee or Other Beneficiary. No Beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

7. Insurance. The Beneficiary shall during the term of this Trust Agreement maintain and purchase at its expense insurance either in the name of the Trustee or showing the Trustee as an additional insured thereunder with said insurance to protect the Trustee against public liability and to protect the Trustee against such other hazards or liabilities as the Trustee may reasonably require and in such amounts as the Trustee may reasonably require. All such insurance shall be written on insurance companies reasonably acceptable to the Trustee. At the request of the Trustee, said policies of insurance shall be delivered to the Trustee or, in lieu thereof, certificates reflecting said coverage shall be delivered to the Trustee. In all events, said policies of insurance and certificates shall contain a provision that thirty days' notice shall be given to the Trustee by the insurance company issuing said policies prior to cancellation or termination of said policies of insurance. In the event the Beneficiary fails to make any payment for premiums on said policies of insurance the Trustee may make said payment and said payment shall be considered an advance made by the Trustee under the provisions of this Trust Agreement.

8. Obligation of Trustee with Respect to Property. The Trustee shall have no obligation to file any income, profit, or other tax reports or returns or pay such or any other taxes relating to the Property; provided, however, that the Trustee shall have the right, but not the obligation, to file any tax return or pay taxes relating to the Property which it, in its absolute discretion, deems should be filed by it. In such event the Beneficiary will cooperate with the Trustee in providing such information as is necessary to the proper and correct preparation of such return and the Beneficiary shall promptly pay to the Trustee the amount of said taxes. The Beneficiary shall make all returns and reports and pay all real estate and all other taxes or charges payable with respect to the Property and to the earnings, avails, and proceeds of the Property or based on his interest under this Trust Agreement.

9. Trustee Acts Only on Written Authorization. The Trustee will deal with the Property including cash or other assets of any kind which may become subject to this Trust Agreement only when authorized and directed to do so in writing by the Beneficiary. On the written direction of the Beneficiary, the Trustee shall execute deeds, mortgages, trust deeds, or leases, all in regard to the Property, or otherwise deal with the title to the Property including cash or other assets subject to this Trust Agreement; provided, however, that in regard to all documents to be executed by the Trustee, said documents shall be prepared by the Beneficiary and furnished to the Trustee with written direction by the Beneficiary to execute and redeliver to the Beneficiary or to any third person or persons. The Trustee shall not under any circumstances be obligated to execute any instrument which may, in the sole opinion of the Trustee, result in personal liability to the Trustee. Rather than executing any instruments under this paragraph, the Trustee may resign

as Trustee under this Trust Agreement. In the event the Trustee so resigns, the Trustee shall be under no duty to execute any instruments other than instruments regarding conveyance of title to the Property. The Trustee shall not be required to inquire into the propriety of any written direction by the Beneficiary or the authority of the person signing said direction. To the extent the Trustee follows any written direction received from the Beneficiary, including, but not limited to, the execution by the Trustee in accordance with written direction of the Beneficiary of any deed or other instrument relating to the Property and delivery of said deed or other instrument in accordance with said written instructions, the Trustee shall have no duty, liability, or obligation whatsoever, and the Beneficiary shall indemnify and hold the Trustee harmless from and against all claims, demands, costs, and expenses, including attorneys' fees, losses, liabilities, and obligations, which the Trustee may pay, incur, or sustain by virtue of the Trustee following said written instructions.

10. Protection of Third Parties Dealing with Trustee. No party dealing with the Trustee in relation to the Property, and (without limiting the foregoing) no party to whom the Property or any part of it or any interest in it shall be conveyed, contracted, sold, leased, or mortgaged by the Trustee, shall be obliged (a) to see to the application of any purchase money, rent, or money borrowed or otherwise advanced on the Property, (b) to see that the terms of this Trust Agreement have been complied with, (c) to inquire into the authority, necessity, or expediency of any act of the Trustee, or (d) be privileged to inquire into any of the terms of this Trust Agreement. Every deed, mortgage, lease, or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title, or interest under the Trust that (a) at the time of its delivery the Trust created under this Agreement was in full force and effect; (b) the instrument was executed in accordance with the terms and conditions of this Agreement and all its amendments, if any, and is binding upon the Beneficiary; (c) the Trustee was duly authorized and empowered to execute and deliver each such instrument; and (d) if a conveyance has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties, and obligations of his predecessor in trust.

11. Trustee Not Individually Liable. The Trustee shall have no individual liability or obligation whatsoever arising from its ownership of or holding legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the Property or in otherwise acting under this Trust Agreement upon the direction of the Beneficiary, except only so far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation.

12. Forbidding Use of Name of Trustee for Publicity. The name of the Trustee shall not be used by the Beneficiary in connection with any advertising or other publicity whatsoever without the written consent of the Trustee.

13. Disclosure of Interests. The Trustee shall not, without the prior written consent of the Beneficiary, disclose to any person this Trust Agreement or the Beneficiary for whom the Trustee holds title to the Property hereunder, unless compelled to do so by legal process. The Trustee shall not however be responsible or liable under this paragraph for any inadvertent

disclosures made by it.

14. Trustee Responsibility to Make Advances or Incur or Pay Expenses. The Trustee shall have the right, but not the duty, to make any advances or incur or pay any expenses on account of this Trust Agreement or the Property. If the Trustee shall make any such advances or incur or pay any such expenses on account of this Trust Agreement of the Property, or shall incur any expenses by reason of being a party to any litigation in connection with this Trust Agreement or the Property, or if the Trustee shall be compelled to pay money on account of this Trust Agreement or the Property, the Beneficiary, on demand by the Trustee, shall pay to the Trustee, with interest at the highest rate permitted by law, the amount of all such expenses, advances or payments made by the Trustee, plus all its expenses, including attorneys' fees, incurred by the Trustee in said matters. The Trustee shall have the right, but not the duty, to employ and consult with attorneys regarding this Trust Agreement and the Property, and any and all costs and expenses incurred by the Trustee by virtue of said employment and consultation shall be deemed to be an advance or expense made or incurred by the Trustee to be paid by the Beneficiary on demand. Any other monies expended by the Trustee under any other provision of this Trust Agreement shall also be deemed to be an advance made by the Trustee. The Beneficiary further agrees to indemnify and hold the Trustee harmless of and from any and all expenses, including but not limited to, all costs and attorneys' fees, advances, payments or liabilities incurred by it for any reason whatsoever as a result of this Trust Agreement or the Trustee holding legal title to the Property. The Trustee shall not be obliged to convey, transfer or otherwise deal with the Property or any part of it or to follow any instructions of the Beneficiary unless and until all of the payments, advances and expenses made or incurred or paid by the Trustee on account of this Trust Agreement or the Property shall have been paid. Further, after making written demand on the Beneficiary to pay to the Trustee all payments, advances and expenses made or incurred by the Trustee on account of this Trust Agreement or the Property, the Trustee shall be entitled to and shall have a lien on all Trust property to secure all such payments, advances and expenses, together with interest thereon and all costs and expenses, including attorney's fees, which the Trustee may incur.

15. Trustee Responsibility with Respect to Legal Proceedings. The Trustee shall be under no duty to take any action, to pay any money, or to incur any expenses in regard to any legal proceeding involving this Trust Agreement or the Property unless it shall elect, in its absolute discretion, to do so and be furnished with advanced sufficient funds or be indemnified in advance to its satisfaction by the Beneficiary. If the Trustee is served with process or notice of legal proceedings or of any other matters concerning this Trust Agreement or the Property, the sole duty of the Trustee shall be to forward the process or notice to the Beneficiary; in such case, the Beneficiary may defend said action in the name of the Trustee with counsel reasonably acceptable to the Trustee provided, however, the Trustee may at any time resign as such under this Trust Agreement or personally appear in said proceeding.

16. Resignation or Removal of Trustee. The Beneficiary may remove and replace the Trustee, with or without cause, by giving written notice to the serving Trustee and providing the name and address of a successor Trustee who has agreed to serve under the terms of this Agreement. The Trustee may resign at any time, without or without cause, by giving written notice of such intention to resign to the Beneficiary. The removal or resignation shall become

effective after the Trustee shall have executed any and all documents furnished to the Trustee by the Beneficiary and satisfactory to the Trustee for execution, which documents shall be for the purpose of conveying to any successor trustee all existing rights of Trustee under this Trust Agreement and title to the Property provided, however, that in all events said removal or resignation shall become effective no later than thirty (30) days after notice of removal or resignation has been delivered to the Beneficiary. In the event the Trustee resigns or for any other reason shall be unwilling or unable to serve as Trustee, the Trustee shall name and appoint a successor Trustee prior to the effective date of resignation. The Trustee has the right, but not the duty, to prepare, execute, deliver, and record any and all documents which are necessary in the absolute discretion of the Trustee to convey or transfer title to the Property to a successor trustee. This Trust shall not be terminated or impaired by absence of a trustee currently serving. Notwithstanding the removal or resignation by the Trustee as provided herein, the Beneficiary shall upon such event immediately pay to the Trustee all payments, advances, or expenses made or incurred by the Trustee in regard to this Trust Agreement or the Property and the Trustee shall continue to have a lien on the Property to secure the payment of such sums, which lien the Trustee may evidence by causing to be recorded in the public records a notice of lien specifying the amount of monies owed to it by the Beneficiary. The Trustee may thereafter enforce its lien against the Property by appropriate judicial proceeding, and in said proceeding, the Trustee shall be entitled to recover from the Beneficiary, and the same shall be a lien on the Property, all its costs and expenses, including attorneys' fees, in such proceeding. Upon the death of the Trustee, if the Trustee is an individual, the Trustee's personal representative shall appoint a successor trustee. The recording in the public records of counties where Trust property is located of a death certificate for any trustee under this Trust Agreement shall be deemed to be a conveyance of title to the Property to the successor trustee.

17. Florida Law Governs. This Agreement shall be construed in accordance with the Laws of the State of Florida.

18. Notices. Any notice required to be given by the terms of this Agreement or by any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified, return receipt requested at the most recent address furnished by the parties.

19. Certified Copies Satisfactory Evidence. Copies of this Agreement or any amendment to it, certified by the Trustee to be true and correct, shall be satisfactory evidence of such Agreement for all purposes.

20. Successors Bound by this Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon any successor trustee under it, as well as upon the personal representatives, administrators, heirs, assigns and all other successors in interest of the Beneficiary. The term Trustee shall thereafter mean and refer to said successor trustee.

21. Term. The term of this Trust Agreement shall be for a period of twenty-one (21) years from the date of this Trust Agreement, unless sooner terminated as otherwise provided in this Trust Agreement. Upon expiration of this Trust Agreement the Trustee shall convey the Property to the Beneficiary.

22. Trustee Not Required to Give Warranty. The Trustee shall not be required to execute any instrument containing covenants of warranty.

23. Amendment. This Trust Agreement may not be revoked, amended, changed, or modified except by a writing signed by all the parties to this Trust Agreement.

24. Execution and Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument.

25. No Third-Party Beneficiary. This Trust Agreement is solely for the benefit of the parties hereto and no person or persons not a part to this Trust Agreement shall have any rights or privileges under this Trust Agreement either as a third-party beneficiary or otherwise.

26. Assignment of Beneficial Interest. The Beneficiary, in its sole discretion, may assign any or all of its interest as Beneficiary under this Trust Agreement provided that the assignee of any beneficial interest agrees in writing to be bound by all the duties and obligations of the Beneficiary under this Trust Agreement.

27. Inquiries. Written inquiries, legal and other notices, tax statements, and all other documents and writings received by the Trustee and relating to this Trust Agreement or the Property shall be sent and forwarded within a reasonable time after receipt by the Trustee to the Beneficiary.

28. Miscellaneous. The captions for the paragraphs contained herein are solely for the convenience of the parties and do not, in themselves, have any legal significance. In this Trust Agreement, the plural includes the singular and vice versa. Masculine, feminine, and neuter pronouns and the words "Trustee" and "Beneficiary" shall each include all genders. This Trust Agreement constitutes the complete agreement between the parties, and there are no representations, agreements, or understandings other than as set forth herein.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed this Agreement the day and year first written above.

Rohan Jain
Rohan Jain,
Trustee
Rose Garden Trust

Rose Garden Trust
Beneficiary:
By: National Source Investments LLC,
Manager
By: Akarsh Kolaparth, Manager

EXHIBIT A

PROPERTY 1:

Parcel ID # 24-36-32-00-777

Address: 826 Rosa L Jones Dr, Cocoa, Florida, 32922

Legal Description:

Property Description: W 110 FT OF E 660 FT OF S 420 FT OF SE 1/4 OF NE 1/4 OF SE 1/4 & S 1/2 OF VAC ST ON N AS DESC IN ORB 3515 PG 539 EXC RD R/W. 0351- Garden Apartments - 1 Story - 10 to 49 Units

Rohan Jain

Rohan Jain,
Trustee
Rose Garden Trust

[Signature]

Rose Garden Trust
Beneficiary:
By: National Source Investments LLC, Manager
By: Akarsh Kolaprath, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

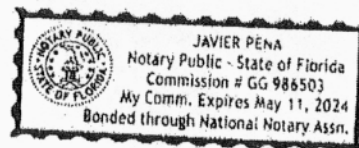
The foregoing instrument was acknowledged before me by means of (X) Physical presence or () online notarization of this day of 1st of March, 2021, by Rohan Jain as Trustee, of Rose Garden Trust and Akarsh Kolaprath as manager of National Source Investments LLC, a Delaware limited liability company, as manager of Cocoa Beach Apartments, LLC, who () are personally known to me or (✓) who have produced FLDL5006720012760 as identification.

FLDLK416003772140

[Signature]

Notary Public

My Commission Expires: May 11 2024



South Downtown Orlando
2703 Orange Ave
Orlando, FL 32806-5401
Branch (407) 420-9525

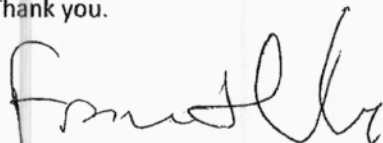
October 1, 2021

To Whom It May Concern:

This letter is to confirm that Orlando City Apartment Management, LLC whom manages and owns Rose Garden Apartments located at 826 Rosa L. Jones Drives, FL 32922 has more than \$65,121.00 dollars in their bank account as of today's date.

If you have any questions, please feel free to contact me.

Thank you.



Francisco Sevilla
Retail Team Leader

BBT South Downtown
2703 South Orange Ave
Orlando FL 32806

407-420-9525

[-Internal-]



Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

Color Photographs of Current Conditions

1. Second Floor Door Replacement





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

2. Second Floor Bathroom and Bedroom Window Replacement





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

3. Powerwash Mold





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

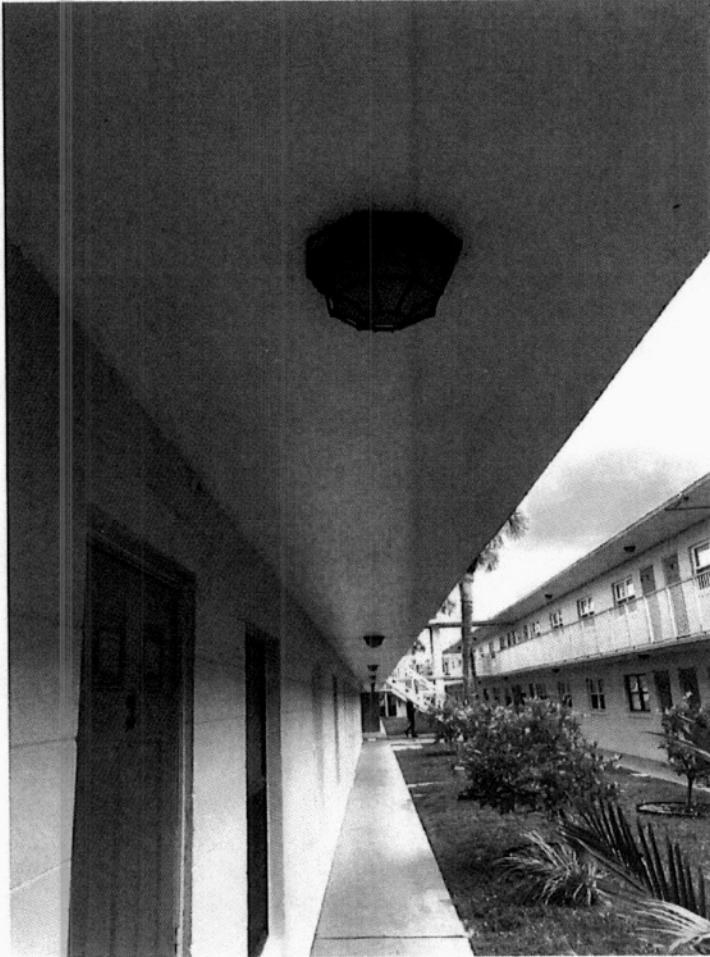
4. Repair cracks on Front of Building; Replace Signs





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

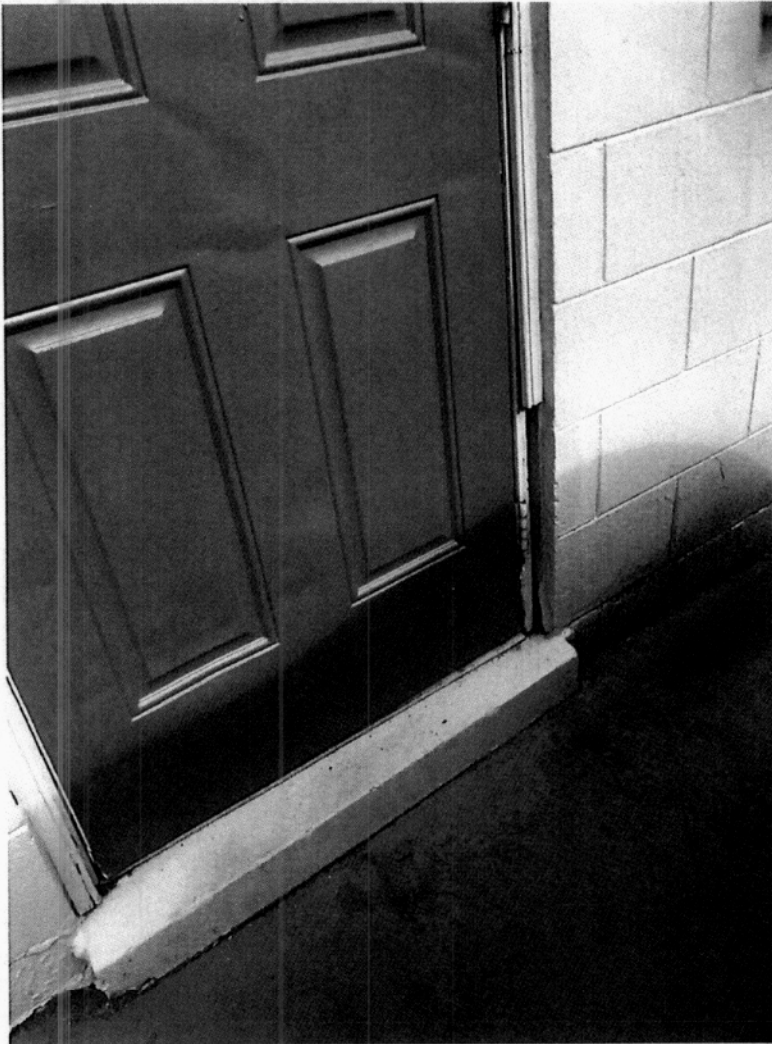
5. Replace Lights





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

6. First Floor Door Replacement with door jam





Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

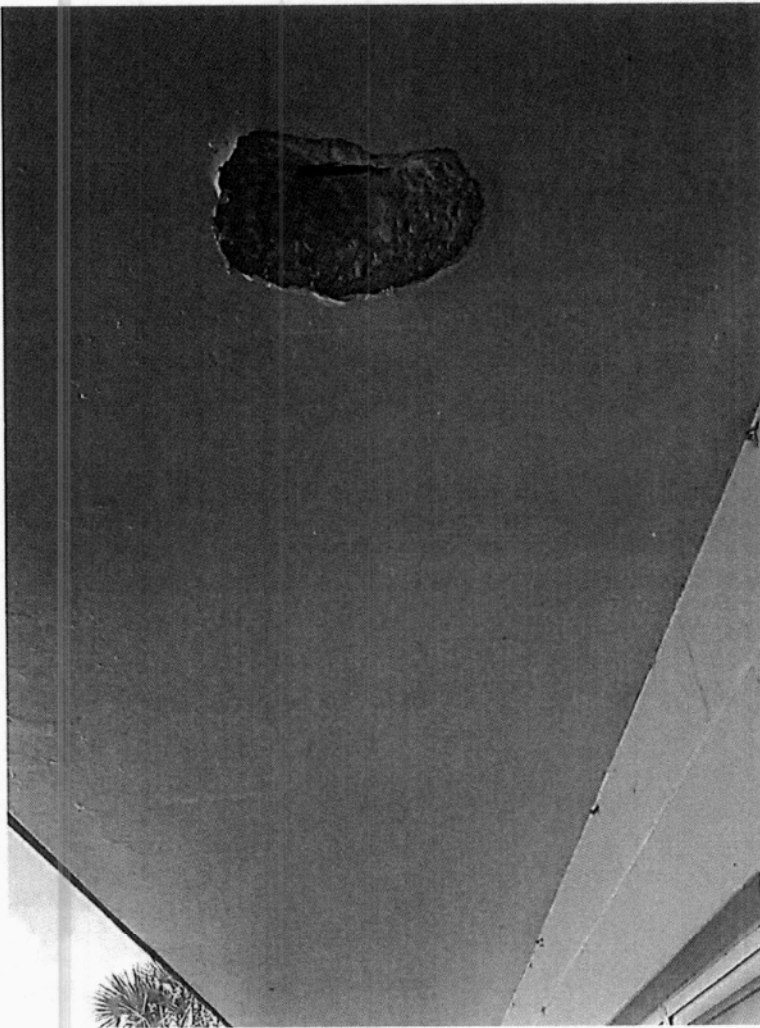
7. Paint Façade and Chipping Paint





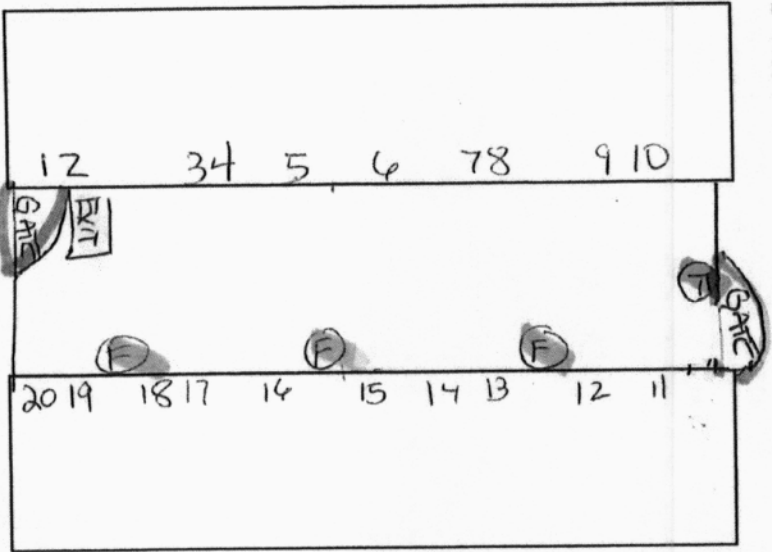
Rose Garden Apartments 826 Rosa L. Jones Dr. Cocoa, FL 32922

8. Repair Under Hang Ceiling

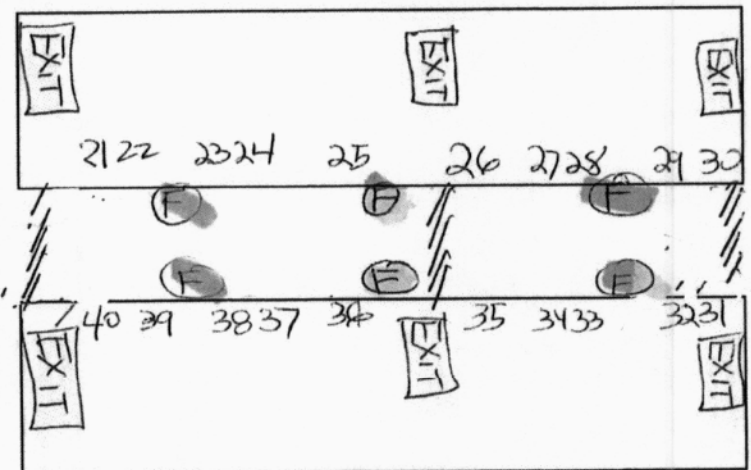


Rose Garden Apartments
826 Rosa L. Jones Drive, Cocoa FL 32922

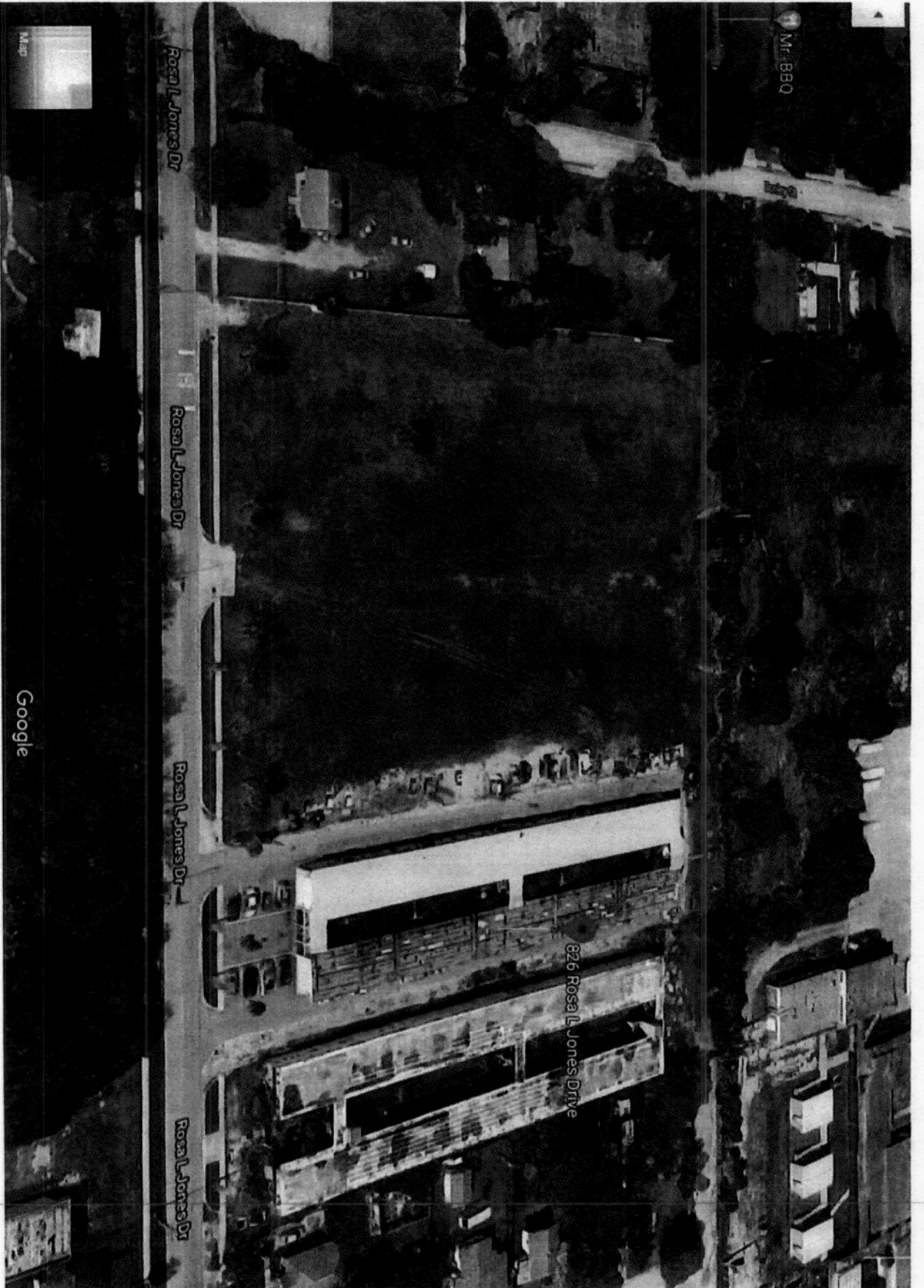
1st Floor



2nd Floor



- (6) six illuminated exit signs on the second floor
- (6) six fire extinguishers on the second floor
- (3) three fire extinguishers in the first floor
- (2) two exits on the 1st floor; each apartment on first floor has a front and back door





INSURANCE BINDER

DATE (MM/DD/YYYY)
03/30/2022

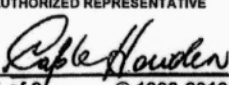
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY Caple Howden Insurance Agency, Inc. 10222 E. Colonial Dr. ORLANDO, FL 32817		COMPANY AUTO OWNERS/ INDEPENDENT	BINDER #
PHONE (A/C, No, Ext): (407)657-8808 FAX (A/C, No): (407)657-1710		DATE EFFECTIVE 03/31/2022 TIME 02:47 ☒ AM ☒ PM DATE EXPIRATION 03/31/2023 ☒ 12:01 AM ☐ NOON	
CODE: AGENCY CUSTOMER ID: 00036940		☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
INSURED AND MAILING ADDRESS COCOA BEACH APARTMENTS LLC DBA: ROSE GARDENS TRUST 826 ROSA L JONES DR. COCOA, FL 32922		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) APARTMENT BUILDING LOCATED AT 826 ROSA LJONES DR COCOA FL 32922	

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY ☐ BASIC ☐ BROAD ☒ SPEC	BUILDINGS LOSS OF RENTS	\$10,000	80	\$2,300,000 \$100,000
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR		EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$ 100,000
		MED EXP (Any one person)		\$ 5,000,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 2,000,000
VEHICLE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
		UNINSURED MOTORIST (per accident)		\$
VEHICLE PHYSICAL DAMAGE DED ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES		ACTUAL CASH VALUE		\$
☐ COLLISION: ☐ OTHER THAN COL:		STATED AMOUNT		\$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
		PER STATUTE		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

FOR YOUR INFORMATION	☐ ADDITIONAL INSURED	☐ LOSS PAYEE	☐ MORTGAGEE
	☐ LENDER'S LOSS PAYABLE		
	LOAN #:		
	AUTHORIZED REPRESENTATIVE  CDH		

CONDITIONS

This Company binds the kind(s) of insurance stipulated on page 1 of this form. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in Arizona

Binders are effective for no more than ninety (90) days.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligor of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Montana

No binder shall be valid beyond the issuance of the policy with respect to which it was given or beyond 90 days from its effective date, whichever period is the shorter. If the policy has not been issued, a binder may be extended or renewed beyond such 90 days with the written approval of the insurer.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in Oklahoma

All policies shall expire at 12:01 a.m. standard time on the expiration date stated in the policy.

Applicable in Oregon

Binders are effective for no more than ninety (90) days. A binder extension or renewal beyond such 90 days would require the written approval by the Director of the Department of Consumer and Business Services.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.



Brevard County Property Appraiser

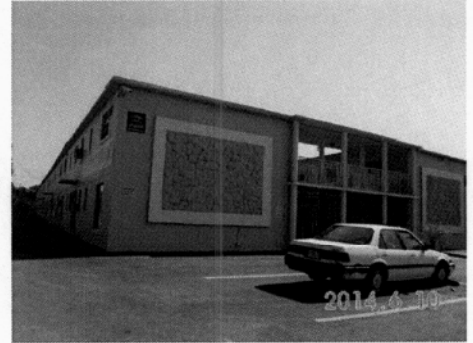
Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account	2424170
Owners	ROSE GARDEN TRUST
Mailing Address	2857 ATHERTON DR ORLANDO FL 32824
Site Address	826 ROSA L JONES DR COCOA FL 32922
Parcel ID	24-36-32-00-777
Property Use	0351 - GARDEN APARTMENTS - 1 STORY - 10 TO 49 UNITS
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	1.03
Subdivision	--
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Land Description	W 110 FT OF E 660 FT OF S 420 FT OF SE 1/4 OF NE 1/4 OF SE 1/4 & S 1/2 OF VAC ST ON N AS DESC IN ORB 3515 PG 539 EXC RD R/W



VALUE SUMMARY

Category	2021	2020	2019
Market Value	\$1,290,000	\$1,290,000	\$956,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$664,320	\$603,930	\$549,030
Assessed Value School	\$1,290,000	\$1,290,000	\$956,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$664,320	\$603,930	\$549,030
Taxable Value School	\$1,290,000	\$1,290,000	\$956,000

SALES/TRANSFERS

Date	Price	Type	Instrument
03/17/2021	\$2,700,000	WD	9072/1979
05/23/2013	\$400,000	WD	6895/1707
08/05/2010	\$520,000	WD	6223/2201
02/28/2007	\$1,550,000	WD	5756/8820
07/11/2005	\$1,300,000	WD	5502/7347
06/21/2002	\$630,000	WD	4981/0979
04/20/2001	\$620,000	WD	4334/1369
04/13/2001	\$300,000	WD	4326/2951
02/01/1979	\$155,900	--	2003/0264
06/01/1967	\$1,810,000	--	0960/0154

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0351 - GARDEN APARTMENTS - 1 STORY - 10 TO 49 UNITS

Materials	Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built 1963
Frame:	MASNRYCONC	Story Height 8
Roof:	BU-TG/MMBRN	Floors 1
Roof Structure:	FLAT/SHED	Residential Units 20

Commercial Units

0

Sub-Areas		Extra Features	
Base Area (1st)	13,984	Paving - Asphalt	19,657
Base Area (2nd)	13,984		
Open Porch	5,728		
Utility Room	104		
Total Base Area	27,968		
Total Sub Area	33,800		

**GRANT AGREEMENT
COMMERCIAL FAÇADE IMPROVEMENT PROGRAM
DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY**

THIS GRANT AGREEMENT is made this ____ day of _____, 2022 by and between the **City of Cocoa, Diamond Square Redevelopment Agency**, a Florida Community Redevelopment Agency formed pursuant to Section 163.330 et seq., Florida Statutes, whose principal address is 65 Stone Street, Cocoa, Florida 32922 ("**DS CRA**") and **Rohan Jain as Trustee for Rose Garden Trust**, whose principal address is 7707 S. Orange Avenue, #593312 Orlando, FL 32809 ("Grantee").

RECITALS:

WHEREAS, the DS CRA has implemented the Commercial Facade Improvement Program (CFIP), the primary purpose of which is to improve the aesthetics and economic order of the community, thereby promoting the public interest, by making matching grants to property owners of commercial property within the Diamond Square Redevelopment Area;

WHEREAS, a CFIP grant application was received by the DS CRA, submitted by Grantee, regarding the property owned by Grantee and located at street address ("Property");

WHEREAS, a further objective of the CFIP is to upgrade and preserve the aesthetic appearance and/or structural integrity of commercial buildings in the Diamond Square Redevelopment Area in order to reduce blight and make the area more conducive to private investment by providing funding incentives to undertake permanent property improvements to commercial building exteriors in the Diamond Square Redevelopment Area;

WHEREAS, the DS CRA believes the CFIP will thereby stimulate increased business opportunities within the Diamond Square Redevelopment Area, improve property values, increase tax revenues, and improve employment opportunities;

WHEREAS, grants provided by the DS CRA shall be on a dollar for dollar matching basis, matching the investment made by the owner or owners of a particular parcel of commercial property; and

WHEREAS, Grantee has submitted an application under the CFIP which the DS 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 Redevelopment Agency CFIP. All regulations of the CFIP shall be adhered to by the DS 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 facade improvements under the CFIP 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 **Ten Thousand Dollars and 00/100 (\$10,000.00)**, in the event that a previous grant has been provided to Grantee for the same commercial parcel of property located in the DS CRA district. Grant funds shall only be paid by the DS CRA for qualified approved facade improvements described on **Exhibit B**.

(b) The Grant is awarded on a reimbursement basis. Funds subject to this Grant shall be paid to the Grantee by the DS CRA only upon completion of all work. Completion of all work, as that term is utilized in this Grant Agreement, shall constitute issuance of a final inspection, certificate of completion, or similar instrument, issued by the City of Cocoa's Building Department for the facade improvement work subject to this grant. All work shall be in compliance with zoning and design restrictions applicable to the Property.

(c) To be reimbursed, the Grantee shall provide to the City of Cocoa Community Services Department on behalf of the DS CRA, paid receipts from laborers, suppliers, materialmen, contractors, and sub-contractors. The receipts must include the following information: 1) Name, address, and telephone number of laborer, supplier, materialmen, contractor, or sub-contractor performing work or supplying material; 2) Date of work or material provided; 3) Description of property upon which the work was provided or to which the material was delivered; 4) Itemized description of work provided (e.g. - who performed the work, how many

hours involved, charge for work, type of work performed) or material supplied (e.g. – number of gallons of paint, quantity and measurements for each new dome style awning, 26 feet of 6' fence, one (1) 6'H x 10' W double gate; description of LED wall pack, etc.); 5) Itemized cost of work performed or material supplied; 6) Statement of what work or material was for (e.g. – supplied 2 coats of coal tar emulsion sealer with sand and latex additive to cover approximately 10,647 square feet of asphalt surface; supplied 26 feet fence for privacy fence to hide parking lot dumpster; number and measurements for privacy fence gate; labor time spent and LED wall pack etc. for parking lot lighting); and 7) Statement signed by laborer, supplier, materialmen, contractor, or sub-contractor that the amount billed has been paid by the Grantee. The paid receipts are subject to DS CRA review and approval for application to this grant. In no event shall more than 50% of the amount noted on a DS CRA approved paid receipt be reimbursed to the Grantee.

(d) All work subject to this Grant Agreement must be substantially completed within 365 days of the date of this Grant Agreement.

(e) By execution of this Grant Agreement, the Grantee acknowledges that only State of Florida/Brevard County contractors licensed pursuant to Chapter 489, Florida Statutes, or as otherwise exempted under Section 489.103, Florida Statutes, shall be used to perform the work, and that all legally required permits, certifications, licenses, and insurance shall be obtained for the work to be performed. Authorized work may not be performed by a Grantee and applied to this Grant, unless same was approved prior to the date of this Grant Agreement by the DS CRA Governing Board.

(f) Reimbursement shall be denied for any instance in which the terms of this Grant Agreement have been violated.

4. Warranty of Grantee: Maintenance: Covenant Running with the Land.

(a) Grantee agrees and warrants to the DS CRA that the funds reimbursed pursuant to this grant shall only be spent for purposes as approved in **Exhibit B**.

(b) Grantee covenants and warrants that all improvements approved for matching funds under this Grant Agreement shall be maintained and preserved for a minimum of five (5) years. The obligation to maintain the improvements for a minimum of five (5) years shall be binding upon successors and assigns and is intended to be a covenant running with the land. Grantee shall be required to sign the Covenant attached hereto as **Exhibit C**, which shall be recorded in the Public Records of Brevard County, Florida. If the DS CRA determines that said improvements are not being properly maintained during said five (5) – year period, the Grantee agrees that it is liable to and shall immediately reimburse the Cocoa

CRA for the entire amount of this CFIP Grant, plus interest. Grantee shall be required to refund the amount to the DS CRA within thirty (30) days of receiving the demand.

(c) The Grantee hereby agrees to pay for any costs of recordation of the Covenant in the Public Records of Brevard County, Florida, and the recorded original hereof shall be returned to the Cocoa CRA for filing in its records.

(d) The Grantee covenants and warrants that it shall continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils for the five-year maintenance period in such a form and amount as may from time to time be required by the DS CRA, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the DS CRA and the original policy or policies and renewals thereof (or, at the option of the DS 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 DS CRA as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to the DS CRA and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to the DS CRA. In the event of loss by reason of the hazards, casualties, contingencies and perils for which insurance has been required by the DS CRA, and the DS CRA, at its option, may make proof of loss if not made promptly by the Grantee.

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 DS CRA and the Grantee is one in which the Grantee is an independent contractor of the DS CRA and not an agent, employee, joint venture, or other partner of the DS 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 DS CRA or the City of Cocoa.
6. **Grantee's Signatory.** The undersigned person executing this Grant Agreement on behalf of the Grantee hereby represents and warrants that he/she has the full authority to sign said Grant Agreement for the Grantee and to fully bind 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 five (5) years (365 days = 1 year) after final payment by the DS CRA of any grant funds, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the five year retention period and shall continue to be subject to retention until the same is resolved to the satisfaction of the DS 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 DS 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 DS CRA or the Grantee, and may not be destroyed without the specific written approval of the DS CRA's designated custodian of public records. The Grantee shall provide the DS CRA, upon request from the DS 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 DS CRA not possess public records relating to this Grant Agreement which are requested to be inspected or copied by the DS CRA or any other person, the DS CRA shall immediately notify the Grantee of the request and the Grantee shall then provide such records to the DS 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 DS CRA for the purpose of examination, audit, or otherwise. If the Grantee fails to comply with this Section, and the DS CRA must enforce this Section, or the DS 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 DS CRA shall collect from Grantee prevailing party attorney's fees and costs, and any damages incurred by the DS CRA, for enforcing this Section against Grantee. And, if applicable, the DS CRA shall also be entitled to reimbursement of all attorneys' fees and damages which the DS 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) Grantee financial records shall be prepared and maintained in accordance with generally accepted accounting practices and available for inspection by the DS CRA or its authorized representatives at all reasonable times. Grantee agrees that it may be audited for internal performance or accounting matters at any time by the DS CRA to assure compliance with this Grant Agreement. Any monies finally determined as a result of any financial review or audit which are misspent or otherwise not spent as provided for in this Grant Agreement shall be immediately returned to the DS CRA. Prior to making any final determination of misspending or failure to comply with this Grant Agreement by the Grantee, the DS CRA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Grant Agreement.

(d) DS CRA staff is authorized to conduct an inspection of the property at any time during regular business hours of the property to ensure improvements are maintained in accordance with this Grant Agreement. The DS CRA agrees that any inspection shall be coordinated with the property owner or tenant and conducted in a manner so as to minimize interference with the business of the property owner or tenant.

8. **Indemnification and Hold Harmless.** The Grantee agrees to the fullest extent permitted by law, to indemnify and hold harmless the DS 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 DS 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 DS 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 DS 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 DS 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
Redevelopment Agency c/o
The City of Cocoa
Community Services Department
65 Stone Street
Cocoa, Florida 32922

TO THE GRANTEE: Rohan Jain, Trustee Rose Garden Trust
Rose Garden Apartments
826 Rosa L. Jones Drive
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 DS 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 DS CRA determine that the Grantee must reimburse the DS CRA in the amount of the Grant for failure to maintain the improvements in accordance with this Grant Agreement, the Grantee shall be responsible for all related costs and attorney's fees incurred by the DS 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 DS 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 DS CRA's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the DS CRA's potential liability under state or federal law. As such, the DS CRA shall not be liable under this Grant Agreement for punitive damages or interest for the period before judgment. Further, the DS 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 DS CRA and Grantee have set forth their signatures on the day and year written below.

Witnesses: _____ Print Name: _____ _____ Print Name: _____	GRANTOR: DIAMOND SQUARE REDEVELOPMENT AGENCY, Florida Community Redevelopment Agency pursuant to Section 163.330 <u>et</u> <u>seq.</u> , Florida Statutes. By: _____ City Manager, Stockton Whitten
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Stockton Whitten, City Manager of DIAMOND SQUARE 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: <u>Rose Garden Apartments</u> Print Name: <u>Rohan Jain</u> Title: <u>Trustee, Rose Garden Trust</u> Signature _____
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STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ of _____ who executed 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(es): 826 Rosa L. Jones Drive, Cocoa, FL 32922

Owner: Rohan Jain, Trustee, Rose Garden Trust

Legal Description of Real Property: W110 FT of E 660 FT of S 420 FT of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of VAC ST ON N AS DESC IN ORB 3515 PG 539 EXC RD R/W

EXHIBIT B

GRANT DESCRIPTION

Maximum Amount of Grant as Approved: \$ 10,000.00

<u>Items to be Improved Pursuant to Approved Grant</u>	<u>Cost of Items to be Improved</u>
1. Exterior crack repairs	
2. Window replacements	
3. Power wash and painting of buildings, Walkways and gate	
4. Install 2 building signs	
5. Relocate dumpster and enclosure	
6. New LED lighting	
7. Landscaping	
8. Door replacements	
	<u>Total: \$62,521.00</u>

EXHIBIT C
Restrictive Covenants

RESTRICTIVE COVENANTS
Commercial Façade Improvement Program
Diamond Square Community
Redevelopment Agency

THESE COVENANTS are entered into this _____ day of _____, 2022, by **Rohan, Jain, Trustee of Rose Garden Trust**, hereinafter referred to as the Owner, and shall be effective for a period of five years from the date of recordation by the Clerk of the Circuit Court of Brevard County, Florida.

RECITALS

WHEREAS, the Owner is the fee simple titleholder of the Property located at 826 Rosa L. Jones Drive, Cocoa, FL 32922, Cocoa, Brevard County, Florida, as legally described in Exhibit A, attached to and made a part hereof; and

WHEREAS, the Owner is a grant recipient and is to receive Commercial Façade Improvement Program assistance funds administered by the Diamond Square Community Redevelopment Agency, 65 Stone Street, Cocoa, Florida 32922, hereinafter referred to as the Diamond Square CRA, in the amount not to exceed (**\$10,000.00**), to be used for the improvement of the Property of the Owner as described in Exhibit A; and

WHEREAS, said Diamond Square CRA funds have been or will be expended for the purpose of improving the façade of the building(s) located on Owner's Property in order to reduce blight and make the Diamond Square Community Redevelopment Area more conducive to private investment; and

NOW THEREFORE, as part of the consideration for the Diamond Square CRA grant, the Owner hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner agrees to maintain and preserve all improvements located on the Property approved for grant funding by the Diamond Square CRA.
2. The Owner agrees that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Diamond Square CRA.
3. The Owner agrees that any modifications to the Property shall be made in a manner consistent with the applicable zoning and design regulations of the City of Cocoa.
4. The Owner agrees that the City of Cocoa, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Agreement and these covenants are being observed.
5. The Owner agrees that these restrictions shall encumber the property for a period of five years from the date of recordation, and that if the restrictions are violated within the five-year period, the Diamond Square CRA shall be entitled to demand return of the entire grant amount, plus interest at the promulgated Prime rate at the time of default, which shall be refunded within thirty (30) days of receiving the demand.

6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Brevard County, Florida, and shall pay any and all expenses associated with their filing and recording.
7. The Owner agrees that the Diamond Square RDA shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

OWNER

Witness Name Typed/Printed

Owner's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____ personally

appeared as _____ for _____
(Name)
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 2022.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

EXHIBIT A – RESTRICTIVE COVENANTS
Legal Description of Property

Owner: Rohan Jain, Trustee, Rose Garden Trust

Legal Description of Real Property: W110 FT of E 660 FT of S 420 FT of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of VAC ST ON N AS DESC IN ORB 3515 PG 539 EXC RD R/W



Legislation Details (With Text)

File #:	22-322	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	5/24/2022	In control:		Diamond Square RDA	
On agenda:	6/20/2022	Final action:			
Title:	Approve a Resolution Amending the FY23 Budget, BAF# 22-100-T to transfer funds of \$6,000 for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and a Resolution #22-322....End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 22-322 Summer Camp FY22.pdf BAF 22-100-T-DSCRA-Camps and Grants programs (6-20-22) Agenda 22-337.pdf				

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

Memo Date: May 24, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF# 22-100-T to transfer funds of \$6,000 for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and a Resolution #22-322..

BACKGROUND:

At the Diamond Square CRA Meeting on March 31, 2022, Agency members discussed their desire to fund Summer Camp Scholarships for the current FY22 for up to \$6,000 to pay for area youth to attend Camp at the Dr. Joe Lee Smith Center.

As part of the Diamond Square Community Redevelopment Plan Update in 2014, Objective 4.4 - Programs and Partners for Kids references partners and programs to provide support and encouragement to Diamond Square Youth. The summer camp program offered by Brevard County Parks and Recreation is a direct benefit to the youth in the Diamond Square community.

This Diamond Square CRA Camp Scholarship is for the summer camp program offered by Brevard County Parks and Recreation. The program length is 9 weeks, Monday through Friday offering a wide variety of activities and field trips while providing a safe environment for campers to gather and stay active. Staff have reviewed the applications for residency purposes to ensure all youth live in the Diamond Square CRA.

Staff is requesting agency approval to transfer \$6,000 from Contingency for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and for a BAF# 22-100-T and a Resolution #22-322 amending the DS CRA Fiscal Year 22 Budget in the amount of \$6,000 to pay for Summer Camp Scholarships.

BUDGETARY IMPACT:

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

BAF#22-100-T	
Amount Requested	(\$6,000)
Account Number	<u>111-3230-559.39-00</u>
Account Name	Contingency Account

TO	
Amount Requested	\$6,000
Account Number	111-3230-559.83-00
Account Name	Other Grants & Aids

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF# 22-100-T to transfer funds of \$6,000 for youth to attend the Summer Camp Program offered at the Dr. Joe Lee Smith Center and a Resolution #22-322..



City of Cocoa Budget Adjustment Form FY 2022 -

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT			REQUESTING DEPARTMENT #: 3230		DATE PREPARED: 05/24/22	
'REVENUE' ACCOUNT(S)						
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET UNENCUMBERED BALANCE
(\$ 6,000)	111-3230-559.39-00		Contingency Account	\$ 0	\$ 0	(\$ 6,000) \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
(\$ 6,000)	TOTAL			\$ 0	\$ 0	\$ 0 \$ 0
'EXPENSE' ACCOUNT(S)						
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET UNENCUMBERED BALANCE
\$ 6,000	111-3230-559.83-00		Other Grants and Aids	\$ 0	\$ 0	\$ 6,000 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 0				\$ 0	\$ 0	\$ 0 \$ 0
\$ 6,000	TOTAL			\$ 0	\$ 0	\$ 0 \$ 0
REASON/JUSTIFICATION FOR ADJUSTMENT:						
Amend the FY22 Diamond Square Budget and transfer funds from the Contingency Account to the Other Grants and Aids Account for Summer Camp at Dr. Joe Lee Smith Center for the area youth.						
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 06/20/22 RESOLUTION #: 22-322						
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.						
5/24/22 Lori Chabot Digitally signed by Lori Chabot Date: 2022.05.24 13:32:10 -0400 Date Requestor's Signature Date Finance Approval Signature Date Finance Director's Signature 5/24/22 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2022.05.24 14:34:42 -0400 Date Department Director's Signature Date Deputy Fin. Director's Signature Date City Manager's Signature						
FINANCE USE ONLY:						
Date Entered: _____		Entered By: _____		Group #: _____		

RESOLUTION NO. DSCRA 22-322

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Special Meeting held on September 20, 2021; and

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

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

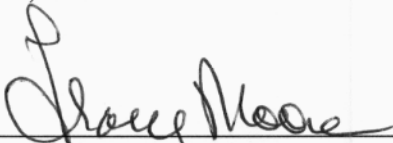
NOW, THEREFORE, BE IT RESOLVED BY THE DIAMOND SQUARE CRA, as follows:

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a regular meeting assembled on the 20th day of June, 2022.



Tracy Moore, Chairman

ATTEST:


Charlene Neuterman
Community Services Director



Legislation Details (With Text)

File #:	22-337	Version:	1	Name:	
Type:	Agenda	Status:		Agenda Ready	
File created:	6/6/2022	In control:		Diamond Square RDA	
On agenda:	6/20/2022	Final action:			
Title:	Staff is requesting Approval of Resolution, Amending the FY22 Budget, BAF #22-100-T in the amount of \$25,000.00 and to transfer funds from the Contingency Account to the Other Grants & Aids Account in order to continuing funding the Paint and Beautification Grants, Commercial Façade Grant Program and the DS Upstart.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 22-337 Other Grants Aids FY22.pdf BAF 22-100-T-DSCRA-Camps and Grants programs (6-20-22) Agenda 22-337.pdf				

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

Memo Date: June 6, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:

Staff is requesting Approval of Resolution, Amending the FY22 Budget, BAF #22-100-T in the amount of \$25,000.00 and to transfer funds from the Contingency Account to the Other Grants & Aids Account in order to continuing funding the Paint and Beautification Grants, Commercial Façade Grant Program and the DS Upstart.

BACKGROUND:

At the June 20, 2021 Diamond Square CRA meeting, Agency Members approved the Residential Paint Grant Program and the Residential Beautification Grant Program for the FY 2022. Applicants are subject to availability of funds which are awarded on a first come, first-serve basis to homeowners meeting all Program eligibility requirements.

February, 2021, The Diamond Square CRA approved the DS Upstart Program which provides that the grant recipient receives up to \$7,500 upon the completion of a 26 week business education track. It is anticipated that this will be complete this FY.

Currently, the DSCRA FY22 has budgeted in the Other Grants & Aids Line Item Account a total of \$22,500 and is broken down as follows:

- \$10,000 Commercial Façade Grants
- \$ 5,000 Residential Beautification Grant
- \$ 5,000 Residential Paint Grant
- \$2,500 Upstart Diamond Square

During the current Fiscal Year, Agency Members have approved 0 Commercial Façade Grants (a \$10,000 application is being presented at this meeting), 16 Residential Paint Grants (including the one at today's meeting), 13 Residential Beautification Grants and the Upstart DS \$7,500 will be due this year.

Staff is requesting Agency Members to approve \$25,000 to be transferred from the Contingency Account to the Other Grants & Aids Account for the Residential Paint and Beautification grants, Commercial Façade Grant Program and the DS Upstart. This will allow the Accounts to be squared up to date and provide funds for Upstart DS, Commercial Façade Grant and additional Paint and Beautification grants through the end of the Fiscal Year.

BUDGETARY IMPACT:

Budgeted Partially
If not budgeted, is amendment/transfer attached? Yes

BAF# 22-100-T

FROM

Amount Requested (\$ 25,000)
Account Number 111-3230-559.39-00
Account Name Contingency Account

TO

Amount Requested \$ 25,000
Account Number 111-3230-559.83-00
Account Name Other Grants & Aids Account

Source of Funds: Diamond Square CRA

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Staff is requesting Approval of Resolution, Amending the FY22 Budget, BAF #22-100-T in the amount of \$25,000.00 and to transfer funds from the Contingency Account to the Other Grants & Aids Account in order to continuing funding the Paint and Beautification Grants, Commercial Façade Grant Program and the DS Upstart.

RESOLUTION NO. DSCRA 22-337

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Special Meeting held on September 20, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

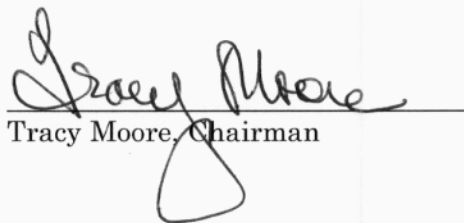
SECTION 3. This resolution shall become effective immediately upon its adoption by the Diamond Square CRA of the City of Cocoa, Florida.

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a Special meeting assembled on the 20th day of June, 2022.

ATTEST:



Charlene Neuterman
Community Services Director



Tracy Moore, Chairman



City of Cocoa Budget Adjustment Form FY 2022 - 22-100-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER				REQUESTING DEPARTMENT #: 3230		DATE PREPARED: 06/06/22	
FROM ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 25,000)	111-3230-559.39-00		Contingency Account	\$ 134,140	\$ 131,444	\$ 106,444	\$ 131,444
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 25,000) TOTAL							
TO ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 25,000	111-3230-559.83-00		Other Grants & Aids	\$ 22,500	\$ 22,500	\$ 47,500	\$ 6,000
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 25,000 TOTAL							
REASON/JUSTIFICATION FOR ADJUSTMENT:							
To transfer funds for the Diamond Square CRA Other Grants and Aids line item. This will include the Paint/Beautification Grants, Upstart DS, Summer Camp and Facade Grants. Agenda 22-337.							
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐				DATE APPROVED: 06/20/22 RESOLUTION #: 22-337			
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go through their respective boards.							
6/6/22	Lori Chabot		6/6/22		Colleen Campbell		
Date		Requestor's Signature		Date		Finance Approval Signature	
6/6/22	Charlene Neuterman		6/7/22		Lora Howell		
Date		Department Director's Signature		Date		Deputy Fin. Director's Signature	
Date		Finance Director's Signature		Date		City Manager's Signature	
FINANCE USE ONLY:							
Date Entered:		Entered By:		Group #:			



Legislation Details (With Text)

File #: 22-353 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/9/2022 **In control:** Diamond Square RDA
On agenda: 6/20/2022 **Final action:**
Title: Approve a Resolution Amending the FY23 Budget, BAF #22-102-T in the amount of \$75,000, to allocate funds for security cameras at the Dr. Joe Lee Smith Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution 22-353 Cameras JoeLeePool FY22.pdf](#)
[BAF 22-102-T-DSCRA- Cameras at DR JLS \(7-12-22\) Agenda 22-353.pdf](#)

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

Memo Date: June 9, 2022
Agenda Date: June 20, 2022
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Resolution Amending the FY23 Budget, BAF #22-102-T in the amount of \$75,000, to allocate funds for security cameras at the Dr. Joe Lee Smith Center.

BACKGROUND:

In recent months, concerns about the safety of the guests, residents and employees at the Dr. Joe Lee Smith Center Park and Pool have been received. In response to these concerns, Staff is requesting approval to purchase and install new security cameras around the exterior of the building and pool area. These cameras will be monitored by the Cocoa Police Department and will be placed strategically to aid in the deterrence of criminal activity around the property.

In the Diamond Square CRA Plan Update of 2014, Objective 4.1, the Dr. Joe Lee Smith Center is highlighted as a significant resource to the community. The security and safety of the participants and residents using cameras is an upgrade that is beneficial to the long-term success of the facility.

Staff is requesting a BAF and Resolution to amend the FY 2022 Budget in the amount of \$75,000 to add security cameras and fiber connections to ensure the safety of the residents. The \$75,000 will cover the purchase and installation of six (6) cameras around the building. At this time, the exact locations are not determined as Staff will work with the Police Department for placement of the cameras.

BUDGETARY IMPACT:

Budgeted No
If not budgeted, is amendment/transfer attached? Yes
BAF#22-102-T

Amount Requested (\$75,000)
Account Number 111-3230-559.39-00
Account Name Contingency

Amount Requested \$75,000
Account Number 111-3230-559.64-15 CD22JS
Account Name IT Capital Expenses

Source of Funds: DS CRA Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY23 Budget, BAF #22-102-T in the amount of \$75,000, to allocate funds for security cameras at the Dr. Joe Lee Smith Center.

RESOLUTION NO. DSCRA 22-353

A RESOLUTION OF DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA CRA BUDGET FOR FISCAL YEAR 2022; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Diamond Square Community Redevelopment Agency (Diamond Square CRA) adopted the final budget for the fiscal year commencing on October 1, 2021, and ending on September 30, 2022, at a Special Meeting held on September 20, 2021; and

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

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

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

SECTION 1. The 2021-2022 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the Diamond Square CRA of the City of Cocoa, Florida, in a regular meeting assembled on the 20th day of June, 2022.

NOT APPROVED

CK

Tracy Moore, Chairman

ATTEST:

Charlene Neuterman
Community Services Director



City of Cocoa Budget Adjustment Form FY 2022 - 22-102-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER				REQUESTING DEPARTMENT #: 3230	DATE PREPARED: 06/13/22		
'FROM' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 75,000)	111-3230-559.39-00		Contingency Account	\$ 134,140	\$ 100,444	\$ 25,444	\$ 131,444
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
(\$ 75,000)	TOTAL						
'TO' ACCOUNT(S)							
ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 75,000	111-3230-559.64-15	CD22JS	IT Equipment	\$ 0	\$ 0	\$ 75,000	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 0				\$ 0	\$ 0	\$ 0	\$ 0
\$ 75,000	TOTAL						
REASON/JUSTIFICATION FOR ADJUSTMENT:							
To transfer funds for security cameras at the Dr. Joe Lee Smith Center. Agenda 22-353.							
Council/Board APPROVAL REQUIRED? YES ☒ NO ☐ DATE APPROVED: 06/20/22 RESOLUTION #: 22-353							
City Council approval is needed for all transfers greater than \$50,000 and transfers between Departments / Funds. All CRA adjustments are required to go through their respective boards.							
6/13/22	Lori Chabot	Digitally signed by Lori Chabot Date: 2022.06.13 10:40:18 -0400	6/15/22	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2022.06.15 07:47:20 -0400		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
6/14/22	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2022.06.14 14:33:32 -0400	6/15/22	Lora Howell	Digitally signed by Lora Howell Date: 2022.06.15 08:15:54 -0400		
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature
FINANCE USE ONLY:							
Date Entered:		Entered By:		Group #:			



Legislation Details (With Text)

File #: 22-354 **Version:** 1 **Name:**
Type: Agenda **Status:** Agenda Ready
File created: 6/9/2022 **In control:** Diamond Square RDA
On agenda: 6/20/2022 **Final action:**
Title: Fiscal Year 2023 Diamond Square CRA Budget Priorities Discussion.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Memo Date: June 9, 2022
Agenda Date: June 20, 2022
Prepared By: Lori Chabot, Redevelopment Coordinator
Through: Charlene Neuterman, Community Services Department Director
Requested Action:
Fiscal Year 2023 Diamond Square CRA Budget Priorities Discussion.

BACKGROUND:

Throughout the year, Diamond Square CRA Agency members held the following discussion about the upcoming 2023 budget.

A discussion about the potential projects for the future include the following with estimated costs:

- Development of residential infill housing (affordable/home ownership) - \$475,000 (currently budgeted in FY22)
- Residential Paint Grant Program - \$ 10,000
- Residential Beautification Grant Program - \$5,000
- Commercial Façade Program - \$10,000
- Summer Camp Scholarships - \$ 6,000
- Upstart Diamond Square Program - \$ 10,000
- Diamond Square Initiative Project ANR - \$ 25,000
- Police Athletic League - \$ 4,500
- Installation of a Bus Stop Shelter - \$ 35,000

Total Project Costs - \$ 580,500

The anticipated TIF Revenue for FY2023 is about \$395,520. Additionally, there is \$583,000 in Fund Balance Reserves available to spend on projects. This is a total of approximately \$978,520.

Staff is requesting Agency direction on budgeting for Fiscal Year 2023 for the purposes of finalizing a draft budget for approval once we receive our TIF revenue projections.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Fiscal Year 2023 Diamond Square CRA Budget Priorities Discussion.

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME:

Purvette Bryant

ADDRESS:

373 + 365 Steve St., Cocoa

TELEPHONE:

ORGANIZATION YOU REPRESENT (IF ANY):

AGENDA ITEM NUMBER/SUBJECT:

Item # 5 BAF

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

- ☐ Resident or taxpayer (may speak on any subject of general or public interest)
- ☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City, except:
 - ☐ City Employee (may speak regarding his/her employment)
 - ☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.
 - ☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial items, and public hearing items)

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

CITY OF COCOA CITY COUNCIL

Request to Speak (print legibly and fill out completely)

NAME: Derriek Jenkins

ADDRESS: 782 tybolo circle cocos

TELEPHONE: 321 458 0179

ORGANIZATION YOU REPRESENT (IF ANY): Michael C. Blake
Subdivision
development of project

AGENDA ITEM NUMBER/SUBJECT: _____

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

☐ Resident or taxpayer (may speak on any subject of general or public interest)

☐ The Council by majority vote may decline to hear any person who is not a resident or taxpayer of the City, except:

☐ City Employee (may speak regarding his/her employment)

☐ Water and/or sewer customer (may speak on matters related to the City's water and/or sewer system.

☐ Any person on any item on the agenda (except emergency items, ministerial items, Quasi-judicial items, and public hearing items)

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