City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Monday, June 25, 2018

6:00 PM

Special Meeting

Cocoa City Council Chambers

Diamond Square RDA

I. CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-250 Approve the Agenda for the Special meeting of June 25, 2018, as presented or with amendments.

Attachments: DS CRA SPECIAL MEETING AGENDA June 25 2018

MINUTES:

II.2 18-262 Approve the Minutes for the Regular meeting of April 16, 2018, as written or with amendments.

Attachments: DS Minutes 04-16-18 (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:

V.1 18-252 1) Approve the Community Garden Memorandum of Understanding between the Diamond Square Community Redevelopment Agency and the City of Cocoa for the purposes of operating a community garden at 1112 Peachtree Street; 2) Authorize use of unencumbered funds in the Other Grants and Aids Account for initial community garden expenses.

Attachments: Diamond Square MOU - Community Garden

V.2 18-263 Provide Staff direction on project priorities for the Fiscal Year 2018-2019 Budget.

Attachments: Whaley Cocoa

V.3 18-255 Authorize staff to issue the Diamond Square Community Redevelopment Agency (CRA) Fiscal Year 2018-2019 Funding Request for Proposals.

Attachments: Oct 30, 2017 Signed Minutes

DS CRA RFP Draft 6-18

VI: UPDATES & STAFF REPORTS:

VII. NEXT MEETING DATE:

VIII. The next meeting of the Diamond Square RDA is July 16, 2018. The meeting will be held in Council Chambers at Cocoa City Hall, located at 65 Stone Street.

XI. ADJOURNMENT

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.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups 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 issue 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.

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

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.

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

This is a public meeting. All interested parties may attend. 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.

Legislation Details (With Text)

File #:	18-250	**Version:**	1	**Name:**	AGENDA: Special Meeting of June 25, 2018
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/13/2018			**In control:**	Diamond Square RDA
On agenda:	6/25/2018			**Final action:**	
Title:	Approve the Agenda for the Special meeting of June 25, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS CRA SPECIAL MEETING AGENDA June 25 2018				

Date	Ver.	Action By	Action	Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 8, 2018
Agenda Date: June 25, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen Hamilton, Community Services Director
Requested Action:
Approve the Agenda for the Special meeting of June 25, 2018, as presented or with amendments.

BACKGROUND:

The Diamond Square CRA approves the agenda for all of its Special meetings at the beginning of such meetings.

BUDGETARY IMPACT:

No budgetary impact.

PREVIOUS ACTION:

The Diamond Square CRA has approved its agenda for all Special meetings at the beginning of the meetings

RECOMMENDED MOTION:

Approve the Agenda for the Special meeting of June 25, 2018, as presented or with amendments.

DIAMOND SQUARE
REDEVELOPMENT AGENCY

Tracy Moore
Chairperson

Delores Martin
Vice Chairperson

Ed Jones
Board Member

Jewel Collins
Board Member

Larry Robinson
Board Member

Sylvia Thomas
Board Member

SPECIAL MEETING AGENDA

DATE: Monday, June 25, 2018 Location: Cocoa City Hall, Council Chambers
TIME: 6:00 p.m. 65 Stone Street

I. CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA
AGENDA: Special Meeting of June 25, 2018
MINUTES: Regular Meeting of April 16, 2018

III. DELEGATIONS

IV. PRESENTATIONS

V. ACTION ITEMS
1. Community Garden Memorandum of Understanding
2. Fiscal Year 2018-2019 Project Priorities
3. Fiscal Year 2018-2019 Funding Request for Proposals

VI. UPDATES AND STAFF REPORTS
1. Stone Street Streetscape Project (verbal update)
2. Rosa L. Jones Bus Stop Bench (verbal update)
3. Dr. Joe Lee Smith Center (verbal update)

VII. NEXT MEETING DATE
The next meeting of the Diamond Square Redevelopment Agency is July 16, 2018. The meeting will be held in the Council Chambers at Cocoa City Hall located at 65 Stone Street.

IX. ADJOURNMENT

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

Legislation Details (With Text)

File #:	18-262	**Version:** 1	**Name:**	MINUTES: Regular Meeting of April 16, 2018	
Type:	Minutes		**Status:**	Minutes	
File created:	6/18/2018		**In control:**	Diamond Square RDA	
On agenda:	6/25/2018		**Final action:**		
Title:	Approve the Minutes for the Regular meeting of April 16, 2018, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DS Minutes 04-16-18 (Final).pdf				

Date	Ver.	Action By	Action	Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 18, 2018
Agenda Date: June 25, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the Minutes for the Regular meeting of April 16, 2018, as written or with amendments.

BACKGROUND:

The Diamond Square CRA approves the minutes for all of its regular meetings at the beginning of such meetings

BUDGETARY IMPACT:

No budgetary impact.

PREVIOUS ACTION:

The Diamond Square CRA has approved its minutes for all regular meeting at beginning of the meetings.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of April 16, 2018, as written or with amendments.

MINUTES
CITY OF COCOA
DIAMOND SQUARE REDEVELOPMENT AGENCY
REGULAR MEETING
APRIL 16, 2018

A Regular Meeting of the Diamond Square Redevelopment Agency Board was held on April 16, 2018 at City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. CALL TO ORDER:

Chairwoman Moore called the meeting to order at 6:07 pm.

ROLL CALL:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Adrian Moss-Beasley	Agency member
Larry Robinson	Agency member
Jewel Collins	Agency member
Edward Jones	Agency member
Sylvia Thomas	Agency member
Joseph Colombo	Agency counsel
Clarence Whipple Jr.	Council Liaison

PRESENT:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairperson
Larry Robinson	Agency member
Jewel Collins	Agency member
Edward Jones	Agency member (arrival 6:14 pm)
Sylvia Thomas	Agency member
Joseph Colombo	Agency counsel
Clarence Whipple Jr.	Council Liaison
Torri Edwards	Recording Secretary

ABSENT:

Adrian Moss-Beasley	Agency member (Excused)

STAFF PRESENT:

Samia Singleton, Redevelopment Specialist, and **Larry Lallo, CEcD, EDFP,** Economic Development Manager.

Agency member Robinson provided the invocation and **Chairwoman Moore** led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA: Regular Meeting of April 16, 2018

* **MOTION by Agency member Thomas; SECONDED by Vice Chairperson Martin to approve the agenda for the Regular Meeting of April 16, 2018.**

AYES: Moore, Martin, Robinson, Collins, Thomas

MOTION CARRIED (5-0)

MINUTES: Minutes of the Special Meeting of March 27, 2018

* **MOTION by Agency member Collins; SECONDED by Agency member Robinson to approve the minutes of the Special meeting of March 27, 2018.**

AYES: Moore, Martin, Robinson, Collins, Thomas

MOTION CARRIED (5-0)

III. DELEGATIONS:

1. Janie Bryant-Request to Speak

Janie Bryant, 1139 Tarpon Drive, stated her concern of relocating the Dr. Joe Lee Smith Center. Chairperson Moore noted the Dr. Joe Lee Smith Center relocation is on the agenda for tonight's meeting.

2. Nate Hooks-Request to Speak

Nate Hooks, of 723 Carissa Avenue, inquired if the board has gathered input from the senior citizens living around the current Dr. Joe Lee Smith Center. **Chairperson Moore** stated the relocation proposal is open for public input at this time. She requested specific names of citizens that should be contacted. **Mr. Hooks** stated he will provide the board with a list of names at a later date.

Mr. Hooks inquired of the reason that the board is considering relocating the center. **Chairperson Moore** noted the board has not made a decision on the relocation. The board is gathering community input and the community will make the decision. **Mr. Hooks** reported that Provost Park does not have the highest crime incidents in the city to justify the relocation. He noted moving the center will result in traffic fatalities on Fiske Boulevard.

3. Purvette Bryant-Request to Speak

Purvette Bryant, of 1820 Barrington Circle, stated she grew up around the current Dr. Joe Lee Smith Center and she is concerned about relocating the center. She noted the center is utilized by the children in the Diamond Square district. **Ms. Bryant** stated that

moving the center to Provost Park is not serving the average person that would use the center. She noted the relocation will take recreational activities away from the children and senior citizens. She added that Provost Park is being used by citizens in that area and combining the parks will be a problem not a solution.

Ms. Bryant inquired about the plans for the current location if the center is relocated and requested an update on the Stone Street Streetscape project.

4. Oliver Muhammad-Request to Speak

Oliver Muhammad, 2460 Mercury Drive, inquired on the reason for relocation the Dr. Joe Lee Smith Center to Provost Park. He stated the center is a fixture in the community. He noted that Diamond Square continues to lose rights and assets. He stated the center keeps the children close their homes.

Agency member Collins agrees with Mr. Muhammad. She noted the center is a landmark in Diamond Square. She is receiving comments and phone calls from residents in the area. The citizens feel the children are safe at the current center.

Chairperson Moore stated no decision to relocate the center has been made. The City is gathering community input at this time. There was a joint meeting with the City Council and the board on March 27, 2018 and additional public meeting will be scheduled.

IV. PRESENTATIONS:

NONE

V. ACTION ITEMS:

NONE

VI. UPDATES AND STAFF REPORTS:

1. Stone Street Streetscape Project Update (verbal update)

Ms. Singleton stated the City issued an RFP in September 2017 for the Stone Street Streetscape Project. The staff selection recommendation bid was higher than the project budget. The staff made adjustments to the engineering to reduce the cost and scope of work. The City rejected all bids from September 2017 and reissued a revised bid on April 5, 2018 with a submission deadline of April 19, 2018. A notice to proceed will be issued on April 30, 2018. The construction is scheduled to start on May 14, 2018 and anticipated completion is in November 26, 2018.

Ms. Singleton noted replacing the pipelines and stormwater are not necessary at this time and were removed from the project plans to accommodate the budget. **Chairperson Moore** recalled the bid was reissued to stay within budget. She inquired on the projected

start date for construction. **Ms. Singleton** stated the start is scheduled for May 14, 2018 and completion date is November 26, 2018. **Vice Chairperson Moore** state the community is excited about the Stone Street Streetscape Project and have waited for a long time. She noted the board was hoping for the underground improvements as well.

Agency member Collins inquired whether the Stone Street Streetscape Project will require an overhead across Cocoa Boulevard. She suggested putting a red light at the intersection.

Ms. Singleton noted the projects bids were at $2 million and the City budget is $1.4 million which required the revised scope of work to move forward with the project. **Mr. Lallo** added the City budgeted $1.4 million for the project was based on the engineer's cost estimate. He noted that there is an increase in cost of labor and materials in Florida due to Hurricane Irma.

Chairperson Moore noted the project incorporated most of the communities' ideas.

2. Dr. Joe Lee Smith Center (verbal update)

Ms. Singleton stated the City and the Diamond Square CRA held a joint meeting to discuss the proposed relocation of the Dr. Joe Lee Smith Center to Provost Park on March 27, 2018. She noted the relocation pros and cons that were discussed at the joint meeting. The next step in the proposed plan will be scheduling additional public meetings in May. The meetings will be held at the current Dr. Joe Lee Smith Center and City Hall.

Councilman Whipple, Jr. noted the joint meeting was a good discussion and two (2) additional meetings will be scheduled in May at the current Dr. Joe Lee Smith Center and City Hall. He stated the proposed relocation is not decided at this time. A presentation of the proposed plan will be given to the public. The City Council is gathering community input on the proposed relocation. He has spoken to citizens for and against the relocation. The decision will be made by the City Council not the Diamond Square CRA board.

Chairperson Moore noted that the decision will be made once the community has a chance to voice their opinions. She would like a list of senior citizens to contact in regards to the Dr. Joe Lee Smith Center. The final decisions will represent the whole community.

Councilman Whipple, Jr. stated the City is engaging the community in making the final decision on the proposed relocation. He noted the relocation will involve District 1 and Diamond Square residents.

Chairperson Moore requested that the City bring all plans to the public meeting. The residents are inquiring what will replace the current center if the relocation is approved. **Agency member Thomas** agreed that members of the community are inquiring about the plans for relocation and the current center site. She noted the citizens inquired whether the new center will have a kitchen to accommodate the events.

Agency member Thomas stated events take place on both sides of the city and traveling on Fiske Boulevard maybe be necessary.

Chairperson Moore stated the community does not want to lose the opportunity for a new Dr. Joe Lee Smith Center. She suggested the citizens voice all the issues they have whether it is the location or the amenities.

Mr. Whipple, Jr. noted the facility design will leave room for future expansions.

Mr. Hooks stated the members of the community are counting on the board to support their desire to build the new center at the current location. He noted that building the first Dr. Joe Lee Smith Center fifty (50) years ago was difficult. The children and senior citizens had no community center at that time. He stated the traffic on Fiske Boulevard has increased since WAWA opened. **Mr. Hooks** stated that Provost Park does not have the highest crime incidents in the city. He noted that many senior citizens do not drive at night and will not be able to participate in evening events. He added that the current Dr. Joe Lee Smith Center is being used by the residents in the present condition.

Chairperson Moore stated that the board does utilize their position of influence and express their opinions. She noted the center is receiving funding from the CDGB and the City Council. She thanked the delegates for speaking tonight and recommends that they continue expressing their opinions.

3. Community Garden

Ms. Singleton stated that the City granted management of the Community Garden to the Diamond Square CRA in February 2018. Staff has conducted research on managing and building partnerships for the garden. She visited both the New Smyrna Beach and University of Florida Community Gardens. Ms. Singleton noted she secured a partnership with the University of Florida.

Ms. Singleton stated a public meeting was held on April 12, 2018. She noted several groups that attended the meeting. She stated **Chairperson Moore** and **Agency members** Robinson and Thomas were in attendance.

Ms. Singleton noted that Learning Street Child Care has submitted a partnership proposal and a representative is attending tonight's meeting.

Ms. Singleton discussed the main points from the public meeting on April 12, 2018. She stated that staff is developing a design and plan for the garden. The next steps in the process will be developing a budget and identifying potential sponsors for funding the garden. She noted that Keep Brevard Beautiful will schedule a work day for the garden.

Agency member Collins inquired whether St. Mark's Church has been contacted regarding the garden. Ms. Singleton stated she did reach out to them but she has not received a reply at this time.

Chairperson Moore stated the public meeting was very productive. She noted most of the attendees were volunteering to work the garden. She suggested having the children help rename the garden.

Chairperson Moore inquired on the proposal from Learning Street Child Care Center and BEAT Youth Ministry. **Ms. Singleton** stated the proposal is a request for garden space. She noted the representative is in the audience to answer any questions.

Amy Robinson, of Learning Street Child Care Center and BEAT Youth Ministry, stated the organization spoke to Ms. Singleton before the public meeting and developed the proposal for the garden space.

Chairperson Moore inquired whether the proposal stated the same ideas from the public meeting. **Ms. Robinson** noted that the proposal does outline community involvement with the garden. She stated the garden will teach the children skills and how to eat healthy. She noted that working in the garden will bring the community together and build relationships within the community.

Chairperson Moore stated that the board will consider the proposal and will discuss it once the garden plans and budget are decided. She inquired whether there will be an update for the board meeting in May 2018. **Ms. Singleton** stated the plan and budget should be completed by the end of April 2018 and will be provided at the board meeting in May 2018.

Chairperson Moore inquired when the volunteers can start work on the community garden. **Ms. Singleton** stated that staff is meeting with Alex Goins Friday.

4. New Diamond Square Businesses

Ms. Singleton stated that in 2017 ten (10) new businesses opened in Diamond Square and created twelve (12) positions. She noted that four (4) new businesses have opened in 2018 and created 36 positions.

Ms. Singleton noted that staff has not received plans for building a Cumberland Farms or Dunkin Donuts in Diamond Square. **Mr. Lallo** stated he will contact the companies directly for an update.

Mr. Lallo stated that staff will be conducting site inventory of available property for economic development in the city. The site inventory will determine development barriers and cost factors that can be adjusted to attract developers.

Chairperson Moore noted that in the planning meeting they discussed ways to attract new businesses and employment opportunities for economic growth. **Mr. Lallo** stated economic development never stops. He added that the Walmart Distribution Center has 500 open positions that need to be filled. There will jobs fairs held on April 14, 2018 and April 28, 2018.

Mr. Whipple, Jr. stated that City Council approved a new housing development for the corner of Florida Avenue and Rosa L. Jones Boulevard. He noted majority wins the vote on the City Council. He noted a meeting facility on Factory Street is being constructed for community use.

Agency member Collins inquired what is being built at the corner of Florida Avenue and Rosa L. Jones Boulevard. **Mr. Whipple, Jr.** stated a new townhome development will be constructed on the site. **Ms. Singleton** noted the developer is proposing 64 to 65 townhomes to be constructed.

Mr. Lallo noted the City encouraged the redevelopment of the site by acquiring, preparing, and marketing the property.

Chairperson Moore stated Peachtree Street is still having issues with stormwater build up. She offered pictures of the water pooling. She inquired whether the water back up was an issue when the streetscape was constructed. She is requesting that staff look into a solution. **Mr. Whipple, Jr.** inquired which street is having the stormwater build up. **Chairperson Moore** stated that Peachtree Street by the Children's Center has the problem. **Agency member Robinson** noted the area being discussed is by the Community Garden.

Ms. Singleton stated she will contact the storm water department and Public Works. She will provide an update at the next meeting. **Chairperson Moore** noted there has been complaints registered with the City and still no resolution.

Chairperson Moore requested an update on the bench for the Rosa L. Jones Boulevard bus stop. **Ms. Singleton** stated the budget transfer is still in process. The bench and trash receptacle will be ordered and installed after the funds are transferred. **Agency member Collins** inquired whether the bench and trash receptacle were approved. **Chairperson Moore** noted the bench and trash receptacle were approved at the last meeting and waiting on the budget transfer. **Ms. Singleton** stated the bus stop will be added to the waste management schedule and then be installed. The process takes about a month.

Shauna Ginn, of Cocoa Housing Authority, stated the summer programs they are sponsoring for the residents are pool passes to Dr. Joe Lee Smith Center and Pineda Pool, summer camp at Dr. Joe Lee Smith Center, and summer food program at the Fern Center. She noted that the summer food program is offered to all the neighborhood children. She stated that **Haddie Fischer**, the Resident Services Manager, is scheduling fitness classes this month and available to anyone.

Agency member Collins inquired about the activites available. **Ms. Ginn** stated **Haddie Fischer** tries to schedule topics that will attract the community to participate.

Ms. Ginn stated Pineda Village is approved by HUD to move forward on the closing. The relocation of tenants in 144 units will be starting soon. The residents are scheduled individually to discuss the relocation plans. Each phase of the move will last four (4) months. The Cocoa Housing Authority is paying all relocation costs for the residents. She noted that Phase 2 of the rehab is looking good.

Chairperson Moore noted meeting with the residents individually is a good idea and thanked **Ms. Ginn** for the monthly update.

VII. NEXT MEETING DATE:

The next meeting of the Diamond Square Redevelopment Agency will be a Regular Meeting to be held on May 21, 2018 at 6:00 pm at City Hall, 65 Stone Street.

IX. ADJOURNMENT:

*** MOTION by Agency member Collins; SECONDED by Vice Chairperson Martin to adjourn the Regular Meeting of April 16, 2018.**

AYES: Moore, Martin, Robinson, Collins, Jones, Thomas

MOTION CARRIED (6-0)

MEETING WAS ADJOURNED AT 7:35 pm

_____

Tracy Moore, Chairwoman

Respectfully Submitted,

_____

Torri Edwards, Recording Secretary

Legislation Details (With Text)

File #:	18-252	**Version:**	1	**Name:**	Community Garden Memorandum of Understanding
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/13/2018			**In control:**	Diamond Square RDA
On agenda:	6/25/2018			**Final action:**	
Title:	1) Approve the Community Garden Memorandum of Understanding between the Diamond Square Community Redevelopment Agency and the City of Cocoa for the purposes of operating a community garden at 1112 Peachtree Street; 2) Authorize use of unencumbered funds in the Other Grants and Aids Account for initial community garden expenses.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Diamond Square MOU - Community Garden				

Date	Ver.	Action By	Action	Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 8, 2018
Agenda Date: June 25, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
1) Approve the Community Garden Memorandum of Understanding between the Diamond Square Community Redevelopment Agency and the City of Cocoa for the purposes of operating a community garden at 1112 Peachtree Street; 2) Authorize use of unencumbered funds in the Other Grants and Aids Account for initial community garden expenses.

BACKGROUND:

St. Mark's Church donated 1112 Peachtree Street, the St. Marks. Community Garden site, to the City of Cocoa in 2013. The Garden was a Cocoa Police Athletic League initiative managed by the Alliance for Neighborhood Restoration by way of a Memorandum of Understanding (MOU) with the Cocoa Police Department (PD). The Diamond Square Community Redevelopment Agency (CRA) began its St. Mark's Community Garden initiative in 2017.

Subject to City Council approval, on October 30, 2017, the CRA voted to take on responsibility for management of the community garden from the Alliance for Neighborhood Restoration and the Cocoa Police Department. On February 27, 2018, City Council granted the CRA responsibility for management of the community garden.

The creation and maintenance of a community garden is consistent with the Diamond Square CRA Redevelopment Plan goal to, "Establish parks, recreation, open space and beautification efforts to

create an improved character for the Redevelopment area that will reflect a pleasant appealing atmosphere for working and residing in the area." The CRA is considered a food desert because of the limited availability of fresh fruits and vegetables and other healthy food items. Dollar General, Family Dollar, and Wawa are recent additions to the community and have helped to provide healthier food items. The community garden will increase the availability of low cost, fresh produce in the redevelopment area.

Staff sought to build their technical capacity through community garden site visits, training, and reading of pertinent educational materials. A public meeting was held at the Pineda Senior Center on Thursday, April 12, 2018 at 6 pm to determine the elements of the MOU, generate interest, identify a vision for the Community Garden and identify partners and resources. Staff also developed a network of interested partners and community stakeholders who will support and participate in the community garden activities.

The Community Garden objectives are to:

- Foster inclusivity for every member of the community, including schools and faith based organizations
- Provide an affordable recreational activity for every member of the community
- Provide Learning opportunities, by including garden beds for classes and demonstrations
- Make the community garden accessible to the disabled, by including ADA accessible beds
- Provide entrepreneurial opportunities through a farmer's market

Memorandum of Understanding

Attached for CRA review is the MOU between the CRA and the City of Cocoa for the purposes of operating a community garden at 1112 Peachtree Street. The CRA agrees to revitalize and operate the Community Garden project on Peachtree Street through community engagement and involvement and develop and open the community garden within eight (8) months of executing the MOU.

The MOU also stipulates:

- The municipal services provided by the community garden
- A timeline for the development of the community garden
- Roles and responsibilities of the CRA and the City
- Repair and Care of Property
- Monitoring/Reporting

Parking

Staff met with the Planning & Zoning Division in to discuss parking requirements. Staff researched the following alternatives to constructing a parking area at 1112 Peachtree Street to due to the expense of design, engineering and construction for a parking area on the site

1. Expanding the parking area to property to the North - The Cocoa Housing Authority (CHA) owns a lot directly to the North of 1112 Peachtree Street, which could provide access to

parking to the north side of the community garden site. In exchange, the CRA could have offered a reduced rental rate for CHA residents or an allotment of plots. This was not a viable option, as the CHA recently sold this property.

2. Shared Parking Agreement with Childcare Center - Historically, community garden users parked in the neighboring Childcare Center's parking area. The CRA could have sought a Shared Parking Agreement with the Childcare Center to use the parking area. This was not a viable option, as the Childcare Center intends to include that area in its upcoming renovation and expansion.

3. Establishing the community garden at Fern and Prospect Park - The CRA may establish a community garden in the back of Fern and Prospect Park. There is already a well, electrical service and a parking lot available at that location. It is approximately one-quarter mile from the 1112 Peachtree St. Community Garden. The Fern and Prospect location also seems to be more central to higher density residential areas - Mobile Home parks and Apartment units that do not have a yard to grow vegetables. There is approximately one-third acre of open area at this site. This was not a viable option, due to the historical nature of the community garden being located at the Peachtree Street site.

Further discussions showed a parking lot on the site would negate the green space desired for the community garden as it is anticipated that most of the garden users would walk to the site. The City would install a driveway apron from Peachtree Street to the community garden on behalf of the CRA, allowing garden users the ability to enter the garden site and unload/load equipment, supplies or produce. The construction timeline for the driveway apron will be established.

Planning Timeline

The below timeline was established to open the garden in the fall.

June 25	Execute MOU between the City and CRA
July 9	Garden Plan and budget finalized
July 16	Potential sponsors identified
August 13	Procure materials and supplies
August 27	Community work day to construct/create the garden

BUDGETARY IMPACT:

Below is a breakdown of estimated expenses to establish the community garden:

1112 Peachtree Street

Item	Cost	
Water Line and Irrigation	$	2,500.00
Compost	$	1,500.00
Raised Garden Beds	$	3,500.00

powered by Legistar™

Fence	$	5,000.00
Total	$	12,500.00

The CRA currently has a balance of $5,751 in unencumbered funds in the Other Grants and Aids Account. The CRA may transfer the $5,751 in unencumbered funds from the Other Grants and Aids Account to the Contract Services or Operating Supplies Account to cover the initial garden expenses. Staff will seek quotes for the materials and services, prepare the budget transfers, and present to the CRA for final approval.

PREVIOUS ACTION:

On October 30, 2017, the CRA voted to take on responsibility for management of the community garden from the Alliance for Neighborhood Restoration/Cocoa Police Department.

On February 27, 2018, City Council granted the CRA management of the community garden.

RECOMMENDED MOTION:

1) Approve the Community Garden Memorandum of Understanding between the Diamond Square Community Redevelopment Agency and the City of Cocoa for the purposes of operating a community garden at 1112 Peachtree Street; 2) Authorize use of unencumbered funds in the Other Grants and Aids Account for initial community garden expenses.

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MEMORANDUM OF UNDERSTANDING AND LICENSE FOR PURPOSES OF OPERATING A COMMUNITY GARDEN

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation ("**City**") and the **DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY,** a Florida community redevelopment agency formed pursuant to Section 163.330, et seq. ("**CRA**").

RECITALS:

WHEREAS, the CRA was created to carry out redevelopment activities and projects for the elimination and prevention of the development or spread of slums and blight and for the provision of affordable housing; and

WHEREAS, the Diamond Square Redevelopment Plan provides that one of the CRA's goals related to the provision of public facilities and services includes the establishment of parks, recreation, open space and beautification efforts to create an improved character for the Redevelopment Area that will reflect a pleasant and appealing atmosphere for working and residing in the district; and

WHEREAS, the operation and maintenance of a community garden is consistent with this goal; and

WHEREAS, the City of Cocoa has, in the past, attempted to maintain a community garden located at 1112 Peachtree Street and has in the past leased the land for purposes of a community garden to the Alliance for Neighborhood Restoration; and

WHEREAS, the community garden has struggled to thrive, but represents a unique opportunity to foster community while both beautifying public spaces and improving access to fresh produce for residents of the district; and

WHEREAS, the CRA now desires to enter into this Memorandum of Understanding ("MOU") for the purposes of assuming responsibility for the operation and maintenance of the community garden located at 1112 Peachtree Street ("Community Garden"); and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **License to Property Granted.** The City, for and in consideration of the payments, covenants, conditions, agreements and stipulations contained herein, all of which the CRA agrees to promptly perform or satisfy, does hereby grant a revocable license to the CRA and its guests and invitees, and the CRA does hereby accept such license from the City,

for the following described real property located in the County of Brevard, State of Florida, to-wit:

> Commence at the Southwest corner of Lot No. 1 of HODGES SUNNYSIDE PARK SUBDIVISION in Section 33, Township 24 South, Range 36 East, Brevard County, Florida, also being the East line of Washington Avenue as presently located, as recorded in Plat Book 2, Page 34, Public Records Brevard County, Florida, and run East along the South line of said subdivision 94 feet to the point of beginning, continue Easterly along said South line 47 feet; thence Southerly parallel to the East line of Washington Avenue, 93.44 feet; thence Westerly, parallel with the South line of said HODGES SUNNYSIDE PARK SUBDIVISION 47 feet; thence northerly, parallel with said East line of Washington Avenue, 93.44 feet to the point of beginning. All being and lying in the Southeast ¼ of the Northwest ¼ Section 33, Township 24 South, Range 36 East, Brevard County, Florida, commonly referred to as 352 Pomolo Street, Cocoa, Florida (the "**Property**").

3.0 **Term of Agreement.** The Term of this MOU and the license granted herein shall be for a period of three years, unless terminated early by either party as provided in Section 16.0, beginning on the date this MOU is fully executed by both parties hereto ("Effective Date"). This MOU may be extended for an additional three-year period by mutual agreement of both parties hereto. Any such extension shall be memorialized in a written Addendum to this MOU. The City Manager shall have the authority to approve extensions of the MOU on behalf of the City.

4.0 **Property "As Is".** Unless otherwise provided by addendum hereto, the CRA accepts the Property in its present condition. NO WARRANTY AS TO THE CONDITION OF THE PROPERTY, TO ITS IMPLIED FITNESS FOR A PARTICULAR PURPOSE, ITS HABITABILITY, MERCHANTABILITY OR OTHERWISE IS MADE BY THE CITY. THE CRA ACCEPTS THE PROPERTY IN "AS IS" CONDITION.

5.0 **Mutual Consideration Acknowledged.** The City and the CRA acknowledge that each is providing valuable consideration to the other and that compensation is not further required. Namely, the City, in exchange for granting a license to the CRA for use of the Property, receives the free services provided hereunder relating to the operation and maintenance of the Community Garden. The CRA, in exchange for its services relating to the operation and maintenance of the Community Garden, shall receive a license to operate on land free of charge and, at the same time, the ability to further the goals of its Redevelopment Plan.

6.0 **Municipal Services.** In consideration of the license provided hereunder, the CRA agrees to perform the following Municipal Services related to the Community Garden:

6.1 Revitalize and operate the Community Garden project on Peachtree Street through community engagement and involvement.

6.2 Within one to six months after the Effective Date of this MOU, the CRA shall:

- Identify partners and stakeholders
- Form a planning committee
- Determine scope, goals, and objectives of the Community Garden
- Develop strategy for management sustainability, monitoring/reporting
- Determine rules and regulations
- Plan the garden layout. The initial layout for the garden shall include a total of 32, 4' x 8' garden plots and two (2) ADA accessible plots. If successful the Community Garden could be expanded at a future date.
- Draft budget (determine garden needs, plot rental fee). Garden plot rentals will support the Community Garden at a cost to be determined by the CRA. Garden plot rentals shall be set at a rate affordable for the low income and underserved residents in the Diamond Square CRA area to encourage participation.
- Begin a Sponsorship Program, which will support the Community Garden with several sponsorship levels. Sponsorship levels will be determined by the CRA. Sponsorship dollars will be used to offset the cost of the initial construction of the Community Garden, pay for the materials and tools, pay for water or electricity, or pay for garden plots for families in need. Sponsors would be recognized on signage at the Community Garden, on marketing materials and during events.
- Finalize a budget

6.3 Within six to eight months after the Effective Date of this MOU, the CRA shall:

- Obtain site plan approval
- Gather all materials needed. Gardeners shall be responsible for their own seeds and plants.
- Prepare and develop the site
- Perform community outreach and generate interest
- Recruit volunteers and gardeners
- Continue community outreach

6.4 The CRA shall utilize a lottery-system method or other similar method designed to randomly assign plots initially among garden applicants and may utilize a wait list on a first-come, first-serve basis if there is more interest than plots available. Eligible garden participants must be residents of the City of Cocoa. Further, the CRA shall determine a maximum length of time for which each plot may be assigned to one gardener to ensure that an opportunity is available to all residents of the City to participate in the Community Garden.

6.5 When determining the rules and regulations for the Community Garden, the CRA shall endeavor to employ environmentally sustainable practices in the Garden, such as no pesticides and use of composting.

6.6 When determining the goals and objectives of and the rules and regulations for the Community Garden, the CRA shall aim to make food production a priority over the growing of flowers. The CRA shall further endeavor to make surplus fresh produce that is grown available to the residents of the District and/or the City of Cocoa, as determined by the CRA. The CRA may determine the best method to accomplish this, which may include donation to local food banks or by advertising surpluses within the community.

6.7 The CRA shall ensure all garden volunteers and users submit a Liability Waiver to the City of Cocoa prior to use.

6.8 The CRA shall ensure that garden access will be limited to participants, staff and volunteers of the CRA. This may include installation of a security gate.

6.9 The CRA shall conduct survey of participants utilizing the garden at the end of growing season to determine any desired improvements.

6.10 Upon mutual agreement in writing, any other related services consistent with the purpose stated hereunder.

The CRA shall use and occupy the Property for the sole purpose of creating and maintaining a Community Garden for the enjoyment and benefit of the public. The CRA shall be solely responsible for the construction, maintenance and supervision of said Community Garden and shall be permitted to conduct any activity on the Property reasonably consistent with and in furtherance of this designated purpose. The construction of the Community Garden shall include a small parking lot of approximately four spaces. The Community Garden shall be limited to the cultivation of fruits and vegetables, flowers, and plants, with an emphasis on food production. No livestock or other live animals shall be permitted on the Property as part of its designated purpose. The CRA shall not be permitted to use or occupy the Property for any other use. Any use of the Property other than as set forth in this paragraph shall constitute a material default under the terms of this MOU.

7.0 **Repair and Care of Property.** The CRA shall, at its sole expense, keep and maintain the Property and any appurtenances thereof, in good order and repair throughout the term of this MOU and any extensions thereof. Such maintenance shall include, but not be limited to, the following:

7.1 Insect extermination services, as needed, in furtherance of the use of the Property as authorized by this MOU;

7.2 General maintenance and cleanup of the Property and any driveways, parking areas, sidewalks and grounds serving the Property;

7.3 Central refuse collection and disposal, as needed;

7.4 Irrigation, maintenance and periodic replacement of landscape materials;

7.5 All other periodic replacement and maintenance duties within and upon the Property not otherwise specifically allocated to the City under the terms of this Agreement.

Any provision of this MOU to the contrary notwithstanding, the CRA shall maintain at its sole expense any portion of the Property, to the extent that such maintenance is necessitated by negligent act or omission, or by any intentional abuse, misuse or neglect, by the CRA or its agents, invitees, employees or contractors. If the CRA refuses or neglects to commence maintenance or repair within ten (10) days after the City's written notification of the need for such maintenance or repairs, or adequately to complete such maintenance within a reasonable time thereafter, the City may but shall not be required to perform such repair or maintenance without liability to the CRA for any loss or damage which might occur to the CRA 's use of the Property by reason thereof, and if the City performs such repair or maintenance, the CRA shall pay to the City upon demand the cost thereof, with interest at the maximum rate allowed by law from the date of payment by the City until repaid by the CRA. The CRA shall be liable for any damage or injury which may be caused by or result from the CRA 's failure to faithfully comply with all of the terms and conditions contained herein and which are to be complied with by the CRA. The City shall have no liability for maintenance or repair of the Property during the term of this MOU.

8.0 **Professionalism and Standard of Care.** The CRA shall do, perform and carry out in a professional manner all Municipal Services required to be performed by this MOU. The CRA shall also use the degree of care and skill in performing the Municipal Services that are ordinarily exercised under similar circumstances by reputable members of the applicable profession working in the same or similar locality as the CRA.

9.0 **Submittal of Progress Reports.** On a quarterly basis, the CRA shall submit to the City Manager a written progress report as to the status of all Municipal Services set forth in this MOU. If the detail is not sufficient in the City Manager's reasonable discretion to permit the City to determine the Municipal Services performed or the manner in which it is being performed, the City may seek more detail from the CRA.

10.0 **Utilities and Equipment.** The CRA shall pay for water, sewer services, electricity, heat, air conditioning, gas, oil and all other utilities services, if any, consumed on the Property. Further, the CRA shall be responsible for providing, at its sole cost, all equipment, materials, and supplies necessary to operate and maintain the Community Garden.

11.0 **Work is a Private Undertaking.** With regard to any and all Municipal Services performed hereunder, it is specifically understood and agreed to by and between the parties hereto

that the contractual relationship between the City and the CRA is such that the CRA is an independent municipal services provider and not an agent of the City. Nothing in this Agreement shall be interpreted to establish a relationship other than that of an independent municipal services provider, between the City, on one hand, and the CRA, its partners, employees, agents, or volunteers during or after the performance of the services under this MOU.

12.0 **Inspections.** The Property shall remain open to inspection by the City at any time.

13.0 **Civil Rights.** The CRA agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

14.0 **Nondiscrimination.** The CRA will not discriminate against any employee, applicant for employment, clients, or service beneficiaries because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing Municipal Services under this MOU. The CRA will take affirmative action to insure that all employment practices and assistance to clients are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CRA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CRA setting forth the provisions of this nondiscrimination clause.

15.0 **Liability/Indemnification/Insurance.**

15.1 Disclaimer of Liability. The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of the CRA's use, operation, maintenance and repair of the Property.

15.2 Indemnification. The CRA shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from and against:

(i) Any and all liability, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the City by reason of any act or omission of the CRA, its personnel, invitees, trespassers, employees, agents, contractors, or subcontractors, resulting in personal injury, bodily injury, sickness, disease, or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized used of any trademark, trade name, copyright, patent, or any other right of any person, firm or corporation, which may arise out of, or be, in any way, connected with the installation, operation, maintenance, or use of the Property, or the CRA's failure to comply which any federal, state or local

statute, ordinance or regulation.

(ii) Any and all liabilities, penalties, claims, liens, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the City by reason of any claim or lien arising out work, labor, materials, or supplies, provided or supplied to the CRA, its contractors or subcontractors, for the installation, use, operation, maintenance or repair of the Property. Upon the written request of the City, CRA shall cause such claim or lien covering the City's Property to be discharged within thirty (30) days following such request.

(iii) Any claim asserted or liability imposed upon the City for personal injury or property damage to any person (other than from the City's sole negligence) arising out of CRA's installation, operation, maintenance, condition or use of the Property.

15.3 Defense of the City. In the event any action or proceeding shall be brought against the City by reason of any matter for which the City is indemnified hereunder, the CRA shall, upon notice from the City, at the CRA's sole cost and expense, resist and defend the same with legal counsel mutually selected by the CRA and the City; provided, however, that the CRA shall not admit liability in any such matter on behalf of the City without the written consent of the City and provided, further, that the City shall not admit liability for, nor enter into any compromise or settlement of, any claim for which it is indemnified hereunder, without the prior written consent of CRA.

15.4 Insurance. During the term of this Agreement, the City acknowledges that the CRA has adequate insurance coverage through its participation in the Florida League of Cities risk pool.

16.0 **Termination**. Either party may terminate this MOU, including the license granted herein, with thirty (30) days written notice to the other party. In addition, the City may terminate this MOU for cause if the CRA materially fails to comply with any term of this MOU or discontinues (in the sole opinion of the City) providing the Municipal Services. In such case, where the MOU is to be terminated for cause, the City shall provide the CRA with at least ten (10) days written notice to cure the default prior to termination. If the default has not been cured to the satisfaction of the City, within the ten (10) days, termination shall be effective on the eleventh (11th) day, without further action of the City. If the City terminates this MOU for cause, it can elect any remedy provided by law. Upon termination, the CRA shall be required to remove, at its sole expense, the Community Garden and any equipment remaining on the Property. The Property shall be restored to a condition similar to the condition existing prior to the use as a Community Garden.

17.0 **Signs.** The CRA, at its sole expense, may install one (1) sign on the Property identifying the CRA's community garden, except as otherwise agreed by the City Manager. The name of the community garden shall be mutually agreed upon in writing by both the CRA and the City. The design and copy shall be subject to the absolute discretion of the City. The CRA also agrees to follow all applicable governmental standards, restrictions and requirements, and the CRA shall keep its identification sign in good repair, all at the CRA's expense. Any sign installed by the CRA with the City's permission shall be maintained in good repair and

shall be removed by the CRA upon demand by the City or at the expiration of this MOU at the CRA 's expense. The City reserves the right to withhold its consent for said sign with or without cause, and the CRA acknowledges that it is within the City's sole discretion as to whether to permit additional signs.

18.0 **Liens**.

18.1 The CRA agrees that CRA will pay immediately all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other liens of like character, and will indemnify City against all legal costs and charges or bond premiums for release of liens, including attorney fees reasonably incurred (whether litigation is necessary or not) in discharging the Property or any part thereof from any liens, judgments, or encumbrance caused or suffered by CRA. It is understood and agreed between the parties hereto that the cost and charges above referred to shall be considered additional rent. The foregoing shall not be deemed to authorize any repairs, alterations, additions or improvements by CRA.

18.2 The CRA herein shall not have any authority to create any liens for labor or material on the City's interest in the land and Property, and all persons contracting with the CRA for the erection, installation, alteration, or repair of improvements on or to the above described Property, and all materialmen, contractors, mechanics, and laborers are hereby charged with notice that they must look to the CRA and to the CRA's interest only in the Property to secure the payment of any bill for work done or material furnished to the Property during the rental period created by this MOU.

19.0 **Severability.** Should any paragraph or any part of any paragraph of this MOU be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this MOU.

20.0 **Choice of Law: Venue.** This MOU has been made and entered into in the State of Florida, County of Brevard, and the laws of such State shall govern the validity and interpretation of this MOU and the performance due hereunder.

The parties agree that venue shall be exclusively in Brevard County, Florida, for all State Court Actions or disputes which arise out of or based upon this MOU, and in Orlando, Florida for all Federal Court actions or disputes which arise out of or are based upon this MOU.

21.0 **Integration; Modification.** The drafting, execution, and delivery of this MOU by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This MOU embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this MOU shall only be made in writing signed by both parties.

22.0 **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this MOU, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

23.0 **Headings.** All headings in this MOU are for convenience only and shall not be used to interpret or construe its provisions.

24.0 **Waiver.** Any waiver by City of any breach or violation of the CRA's obligations under this MOU shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

25.0 **Assignment.** This MOU shall not be assigned by the CRA.

26.0 **Sovereign Immunity.** Notwithstanding any other provision set forth in this MOU, nothing contained in this MOU shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, *Florida Statutes*, or other limitations imposed on the City's potential liability under State or Federal law. As such, the City shall not be liable under this MOU for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000), 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). This paragraph shall survive termination of this MOU.

IN WITNESS WHEREOF, this MOU is entered into as of the day and year the last party signs this MOU as stated below.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSES:

_____
Print Name: _____

_____

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

_____
By:_____
Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of the Diamond Square Community Redevelopment Agency, □ who is personally known to me, or □ who has produced _____ as identification.

_____

Notary Public, State of Florida

Print Name _____

My commission expires:_____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CITY OF COCOA:

_____

By: John A. Titkanich, City Manager

Date: _____

ATTEST:

_____

Carie Shealy, City Clerk, CMC

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2018, by John A. Titkanich, as City Manager of the City of Cocoa, Florida, ☐ who is personally known to me, or ☐ who has produced _____ as identification.

_____

Notary Public, State of Florida

Print Name _____

My commission expires:_____

Legislation Details (With Text)

File #:	18-263	**Version:**	1	**Name:**	Fiscal Year 2018-2019 Project Priorities
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/18/2018			**In control:**	Diamond Square RDA
On agenda:	6/25/2018			**Final action:**	
Title:	Provide Staff direction on project priorities for the Fiscal Year 2018-2019 Budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Whaley_Cocoa				

Date	Ver.	Action By	Action	Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 18, 2018
Agenda Date: June 25, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Provide Staff direction on project priorities for the Fiscal Year 2018-2019 Budget.

BACKGROUND:

The Diamond Square Community Redevelopment Plan contains projects reflective of community concerns and redevelopment goals and objectives. The City's annual budget process provides an opportunity to fund projects aimed at improving economic, environmental, and social conditions in the CRA area. Potential projects were identified from the Plan, community meetings, and stakeholder interest. Staff seeks guidance from the CRA to prioritize the projects listed below, for the Fiscal Year 2018-2019 budget. Project scheduling and funding for projects is subject to TIF revenue and funding availability. Staff recommends the following projects for consideration.

Funding for the Request for Proposal (RFP) for Community Services within the CRA Redevelopment Area - $20,000

The CRA voted to issue an RFP for services and initiatives aligning with the Diamond Square Redevelopment Plan in FY 2018-2019. The RFP seeks to fund innovative community initiatives and projects that would improve and benefit the residents of the CRA area. Projects should emphasize Place-based Community Improvements, Community Policing Innovations, or Affordable Housing.

Community Policing - $4,500

The CRA provides funding to the Cocoa Police Athletic League (Cocoa PAL) each year to assist the CRA in Community Policing efforts, facilitate community efforts to organize and maintain neighborhood watch programs, operate the Lemonade Stand, participate in the Annual Youth Summit and participate in the Cops and Kids Summer Program.

Dr. Joe Lee Smith Community Center Pool Resurfacing & Improvements - $100,000

The CRA may collaborate with the City of Cocoa in the reconstruction the Dr. Joe Lee Smith Community Center by committing to fund the pool resurfacing and improvements.

Provost Park Improvements - $50,000

In FY 2017-2018, the City of Cocoa Stormwater Department intended to make improvements to Provost Park (e.g. Fiske Blvd. drainage, parking lot improvements for Fire Station #2). Stormwater redirected funds for the park's improvements to fund the Stone Street Streetscape. The CRA may contribute to this project by providing funding for the improvements.

Women's Veteran Housing Program - $60,000

On June 20, 2016, staff presented to the CRA an agenda item to seek a development partnership for the construction of their six (6) lots on Whaley Street as part of the City of Cocoa's Veterans' Homeownership Initiative. This initiative included future donation of the six (6) lots on Whaley Street. Habitat for Humanity of Brevard County, Inc. is proposing a public/private partnership with the CRA and the City of Cocoa to complete the City's Veterans' Homeownership Initiative. The CRA's contribution for the construction of the six (6) lots would be $60,000, or $10,000 per lot in addition to donating the lots to Habitat for Humanity. This commitment would be phased over a two or three year period subject to identifying qualified homeowners and the construction schedule.

Program	FY 2018-2019 Budget
Funding Request for Proposals (RFP)	$20,000
Community Policing	$4,500
Dr. Joe Lee Smith Pool Resurfacing	$100,000
Provost Park Improvements	$50,000
Women's Veteran Housing Program	$60,000

Staff will program the desired projects into the Proposed FY 2018-2019 Budget based on funding availability and after personnel and operating costs are determined.

BUDGETARY IMPACT:

There is no budgetary impact at this time. Once the board identifies its priorities staff will incorporate, subject to funding availability, these into the FY2019 budget and present it to the CRA at its next meeting.

PREVIOUS ACTION:

On August 21, 2017, the CRA voted to approve the Proposed 2018 Fiscal Year Budget.

RECOMMENDED MOTION:

Provide Staff direction on project priorities for the Fiscal Year 2018-2019 Budget.

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A WORLD WHERE EVERYONE HAS A DECENT PLACE TO LIVE

June 8, 2018

To: Diamond Square Community Redevelopment Agency
City of Cocoa

RE: **Development Proposal for 430, 450, 470, 490, 510, and 530 Whaley Street**

On June 20, 2016, City staff presented to the Diamond Square Community Redevelopment Agency (DSCRA) an agenda item to seek a development partnership for the construction of their six (6) lots on Whaley Street as part of the City of Cocoa's Veterans' Homeownership Initiative. This initiative included future donation of the six (6) lots on Whaley Street. Habitat for Humanity of Brevard County, Inc. is proposing a public/private partnership with the DSCRA and the City of Cocoa to complete the City's Veterans' Homeownership Initiative.

Habitat for Humanity International was founded in 1977 by Millard Fuller, a nonprofit organization known globally for building houses for those in need. Habitat for Humanity, Brevard County, Inc. (Habitat) has been active for 32 years and in this time frame served over 380 families.

Habitat offers a hand up, not a hand out, by providing an interest free loan to our family partners. To become a family partner they must make a down payment of $1,400 an commit to 200 hours of sweat equity. Also, there must be a demonstrated need of one of the following:

- Substandard housing
- Section 8
- Paying 30% or more of your monthly income to rent
- Overcrowding

As you are aware, the Habitat's partnership with the City of Cocoa and the Diamond Square Community Redevelopment Agency began in July 2008, when the City and Habitat entered into a Development Agreement to construct three (3) homes on Paw Paw Street. In 2009, the City awarded Habitat Community Development Block Grant (CDBG) funds to acquire vacant land in Cocoa to build additional Habitat homes. To date, 17 lots have been purchased or donated, 16 are in DSCRA. Fourteen (14) homes have been constructed. Additionally, the DSCRA and the City, through CDBG funds have provided $179,311.61 towards these homes. It is estimated that since November 2009, Cocoa Habitat homeowners have paid approximately $30,000 in property taxes.

Habitat is proposing a public/private partnership with the DSCRA and the City of Cocoa to complete the City's Veterans' Homeownership Initiative. The homes would be constructed at a cost of $114,000. Each home would be approximately 1,233 square feet, 2 bedroom, 1 ½ bath, 1 car garage. Female veterans would be sought out and qualified by Habitat. In Brevard County, there are approximately 5,438 female veterans, with approximately 10% either at risk of losing their home, are disabled, low income, or at risk become homeless.

HABITAT FOR HUMANITY'S ROLE

- Seek out and qualify female veterans
- Provide the following in-kind donations:
    - Appliances
    - Storm panels
    - Other contract donations from Habitat International
- Seek other community and church partnership donations in the amount of $34,000 per home

DIAMOND SQUARE COMMUNITY DEVELOPMENT AGENCY'S ROLE

- Donation of six (6) lots located at 430, 450, 470, 490, 510, and 530 Whaley Street
- $75,000 in construction funding to start the homes

CITY OF COCOA'S ROLE

- $100,000 in general funds for startup funds for the homes
- Waiver of building permitting fees
- Federal or State Grant funding in form of Down Payment Assistance for each veteran
- HOME Investment Partnership Program funds for construction of homes

PROPOSED TIMETABLE:

- **July 2018** - Habitat, DSCRA, and the City of Cocoa enter into a Partnership Development Agreement.
- **July-December 2018** – Habitat seeks female veterans for homeownership opportunities and seeks community and church partnership donations.
- **November 10, 2018 (Veteran's day weekend)** – wall raising for first home.
- **December 2021** – completion of all six (6) homes.

I look forward to discussing this proposal with you further, I can be reached at (321) 728-4009.

M. E. Kelly, President
Habitat for Humanity, Brevard County

Legislation Details (With Text)

File #:	18-255	**Version:**	1	**Name:**	Fiscal Year 2018-2019 Funding Request for Proposals
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/15/2018			**In control:**	Diamond Square RDA
On agenda:	6/25/2018			**Final action:**	
Title:	Authorize staff to issue the Diamond Square Community Redevelopment Agency (CRA) Fiscal Year 2018-2019 Funding Request for Proposals.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Oct 30, 2017 Signed Minutes DS CRA RFP Draft 6-18				

Date	Ver.	Action By	Action	Result

DIAMOND SQUARE REDEVELOPMENT AGENCY AGENDA ITEM

Memo Date: June 15, 2018
Agenda Date: June 25, 2018
Prepared By: Samia Singleton, Redevelopment Specialist
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Authorize staff to issue the Diamond Square Community Redevelopment Agency (CRA) Fiscal Year 2018-2019 Funding Request for Proposals.

BACKGROUND:

The Diamond Square Community Redevelopment Agency (CRA) was established in 1998 through Ordinance 13-98. The goals and objectives of the Diamond Square CRA Redevelopment Plan were established, based upon extensive community input, resulting in projects and programs that represent sound redevelopment strategies, serving as the framework to guide future redevelopment activities. In accordance with the Community Redevelopment Act of 1969, 63.387 § Florida Statute, the CRA is required to focus its work on projects and initiatives that lead to the removal of slum and blight, improve the availability of quality affordable housing, and programs that provide for innovative community policing practices.

The CRA undertakes a few community redevelopment initiatives each year to implement the projects and programs in the Redevelopment Plan. Many of which involve collaborations with community partners and entering into contracts with service providers. The governing policies and guidance for entering into service contracts is derived from the City of Cocoa Financial Operations Manual (FOM) Procurement and Contracting Procedures. The FOM stipulates that when the purchase for supplies or services are expected to exceed $3,000 and less than $35,000, the City must obtain a minimum of three (3) written quotes, bids or proposals for services.

Staff developed a Request for Proposals (RFP) for CRA funding in the Fall of 2017 to align the CRA with City procurement and contracting procedures. The RFP sought to fund innovative community initiatives and projects that would improve and benefit the residents of the CRA area. Project awards ranged from a minimum of $5,000 to a maximum of $20,000. At a Special meeting held on October 30, 2017, staff requested the Board approve the RFP, for issuance in November 2017 with a deadline of 30 days from the issue date. The board voted to waive the RFP process; have the community contract recipient follow the requirements of the RFP; and agreed to follow the RFP process later in Fiscal Year 2018-2019, due to time constraints and prior funding commitments.

STAFF COMMENTS

Attached for the CRA's consideration is the Diamond Square Community Redevelopment Agency (CRA) Fiscal Year 2018-2019 Funding Request for Proposals (RFP). This RFP aligns with the CRA's goals and objectives, and the City of Cocoa's procurement and contracting requirements.

The RFP is soliciting innovative community development initiatives and projects that would improve and benefit the residents of the CRA area. Project awards range from a minimum of $5,000 to a maximum of $20,000. The total funds available is $20,000.

The project scope includes:

- Place-based Community Improvements
- Development of Community Policing Innovations
- Affordable Housing Development

Proposals must further one or more of the following CRA Plan Goals:

- Redevelopment Policy
- Economic Development
- Public Facilities and Services
- Land Use
- Housing
- Historic Preservation

To be eligible, applicants must be a federally approved charitable organization as defined under Section 501 (c) (3) of the U.S. Internal Revenue Code, in good standing with the United States Internal Revenue Service and the Florida Secretary of State.

Staff recommends the CRA authorize the staff to issue the RFP on July 9, 2018, with an August 8, 2018 deadline. Staff will present proposals to the CRA for selection on August 20, 2018. This will allow staff time to notify the provider and execute the service agreement in advance of the fiscal year start date, October 1, 2018. The award period is from October 1, 2018 to September 3, 2019. The RFP will be issued via email, Facebook, website and newsletter.

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BUDGETARY IMPACT:

The Fiscal Year 2018-2019 Budget includes $20,000 for Professional Services.

PREVIOUS ACTION:

On August 21, 2017, the CRA voted to approve the Proposed 2018 Fiscal Year Budget with changes.

At the Special meeting on October 30, 2017, the CRA voted to award $20,000 to ANR as previously approved in the Fiscal Year 2017-2018 budget and follow the RFP process in Fiscal Year 2018-2019.

RECOMMENDED MOTION:

Authorize staff to issue the Diamond Square Community Redevelopment Agency (CRA) Fiscal Year 2018-2019 Funding Request for Proposals.

MINUTES
CITY OF COCOA
DIAMOND SQUARE REDEVELOPMENT AGENCY
REGULAR MEETING
October 30, 2017

A Regular Meeting of the Diamond Square Redevelopment Agency Board was held on October 30, 2017 at City Hall, 65 Stone Street, Cocoa, FL, as publicly noticed.

I. CALL TO ORDER:

Chairwoman Moore called the meeting to order at 7:04 pm.

ROLL CALL:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairwoman
Adrian Moss-Beasley	Agency member
Larry Robinson	Agency member
Jewel Collins	Agency member
Edward Jones	Agency member
Sylvia Thomas	Agency member
Joseph Colombo	Agency counsel
Clarence Whipple Jr.	Council Liaison

PRESENT:

Tracy Moore	Chairwoman
Delores Martin	Vice Chairwoman
Adrian Moss-Beasley	Agency member
Larry Robinson	Agency member
Clarence Whipple Jr.	Council Liaison
Torri Edwards	Recording Secretary

ABSENT:

Jewel Collins	Agency member
Edward Jones	Agency member (arrived 7:10 pm)
Sylvia Thomas	Agency member (arrived 7:19 pm)
Joseph Colombo	Agency counsel

STAFF PRESENT:

Karen D. Hamilton, Community Services Director**, Samia Singleton,** Redevelopment Specialist, and **Larry Lallo, CEcD, EDFP,** Economic Development Manager.

Agency member Moss-Beasley provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA: Regular Meeting of October 30, 2017

* **MOTION by Vice Chairwoman Martin; SECONDED by Agency member Robinson to approve the agenda for the Regular Meeting of October 30, 2017.**

AYES: Moore, Martin, Moss-Beasley, Robinson

MOTION CARRIED (4-0)

MINUTES: Minutes of the Regular Meeting of September 18, 2017

* **MOTION by Agency member Robinson; SECONDED by Vice Chairwoman Martin to approve the minutes with corrections of the regular meeting of September 18, 2017.**

AYES: Moore, Martin, Moss-Beasley, Robinson

MOTION CARRIED (4-0)

III. DELEGATIONS:

IV. PRESENTATIONS:

V. ACTION ITEMS:

1. Community Garden:

Ms. Singleton is requesting the agency approve staff undertaking of a Diamond Square Community Redevelopment Agency (CRA) Community Garden initiative. There has been several inquiries regarding the Community Garden and a demand for a Community Garden in Brevard County. **Ms. Singleton** stated the Community Garden could be revived and thriving with staff assistance and help from the volunteer program Cocoa C.I.V.I.C.

Chairwoman Moore inquired on Mr. Green's interest on the Community Garden. **Ms. Singleton** reported Mr. Green still has interest in the gardens and offered to purchase the property for $1. **Ms. Singleton** stated that offer is not feasible at this time and reviving the Community Garden would be a viable Diamond Square initiative.

Chairwoman Moore responded that she thought the garden was already a Diamond Square initiative. **Ms. Singleton** reported the garden is currently managed by Cocoa PAL.

Delores McLaughlin, Executive Director for the Alliance for Neighborhood Restoration (ANR), stated there was an existing agreement with ANR and Cocoa Police Department to care for the gardens. She explained there were issues with how the garden would receive water.

Chairwoman Moore requested clarification on the difference between the gardens being a Diamond Square initiative from the past agreement. **Ms. Singleton** explained that Diamond Square would have direct control over the garden and staff would develop a business model to establish a successful Community Garden.

Chairwoman Moore inquired if funding was available for the community garden. **Ms. Singleton** noted there are several grant opportunities for community garden initiatives. She stated Community Garden funding could be provided from the Diamond Square budget.

Chairwoman Moore stated the Community Garden started as a community project for individuals that live in the community to received fresh produce. She stated any garden plans should include community involvement.

Mr. Lallo explained the Community Garden and Diamond Square initiative could have perimeters to champion Diamond Square CRA residents.

Ms. Hamilton stated the Community Garden is not productive at this time and the first step would be for Diamond Square CRA to regain control. She explained that many people are needed to care for the garden whether they are community members or outside the community.

Agency member Thomas inquired who will take on the garden**. Ms. Singleton** stated she will verify that the City of Cocoa will mow the Community Garden. She added that Cocoa C.I.V.I.C. Program volunteers will be responsible for the care and upkeep of the gardens.

* **MOTION by Vice Chairwoman Martin; SECONDED by Agency member Thomas to approve staff undertaking of a Diamond Square Community Redevelopment Agency Community Garden initiative with the addendum to the said statement and adding other nonprofit agencies through a municipal use agreement.**

AYES: Moore, Martin, Moss-Beasley, Robinson, Jones, Thomas

MOTION CARRIED (6-0)

2. Request for Proposals:

Ms. Singleton requested the board approve a Diamond Square Community Redevelopment Agency 2017/2018 funding request for proposals (RFP) scheduled to release in November 2017 with proposal date being 30 days from release date. She stated the proposals will be submitted online via the Redevelopment Agency website.

Chairwoman Moore inquired if the $20,000 budgeted for Professional Services was previously intended for the initiative with ANR. **Ms. Singleton** stated the Diamond Square agency must follow the same procurement and contracting procedures as the City. **Ms. Singleton** discussed information given to RFP applicants, goals, and objectives of the CRA.

Agency member Moss-Beasley suggested tabling the RFP till next meeting giving the board members time to look over the package. **Chairwoman Moore** inquired if tabling the RFP would be feasible in coinciding with the City of Cocoa's guidelines.

Ms. McLaughlin stated the ANR will need to cut programs without the Diamond Square CRA funding. She stated the after school program for neighborhood children will be maintained until winter break and will not resume. **Ms. Hamilton** clarified that the City Council awarded ANR funding from the Cocoa Police Department's portion of the work during the City Council meeting in September or October.

Mr. Whipple, Jr, inquired what is wrong with giving the money to ANR this year and start the RFP next year. **Ms. Hamilton** stated the reasons to institute the RFP are increased scrutiny of CRAs, and following city regulations and practices. **Ms. Singleton** reported the statute requires CRAs to adopt the local governing body procurement policies.

Ms. Martin noted the $20,000 has been approved and noted in the budget for ANR two (2) months. **Ms. Singleton** stated the CRA board has the power to amend the budget or transfer funds as needed.

Ms. Moore inquired if ANR would submit an RFP if requested. **Ms. McLaughlin** responded that ANR would submit an RFP if requested.

Ms. Moore reported the board will award $20,000 to ANR as previously approved and follow the RFP process next year for FY 2019. **Ms. Moore** is requesting ANR to submit a written request to follow RFP guidelines. **Ms. Singleton** reported staff will work with ANR in submitting a contract to follow the RFP guidelines and present at next meeting for approval.

* **MOTION by Vice Chairwoman Martin; SECONDED by Agency member Robinson to approve staff to work with ANR on submitting a proposal as stated for approval at next regular meeting.**

AYES: Moore, Martin, Moss-Beasley, Robinson, Jones, Thomas

MOTION CARRIED (6-0)

VI. UPDATES AND STAFF REPORTS:

1. Stone Street Streetscape Project Update:

Ms. Singleton informed the board that the final design and engineering plans have been completed. The RFP received five (5) bids with the lowest bid at $2 million. The recommendations will be presented to City Council for approval. The construction is anticipated to start in January 2018 with completion for September 2018.

2. FRA Annual Conference (verbal update):

Ms. Singleton requested attending board members give a brief update on the FRA Annual Conference. **Ms. Thomas** stated she attended a session that focused on attracting people to your city to visit and live. **Ms. Martin** noted the conference was less organized and less vendors were present than at past conferences. She attended a session on branding your city to attract people to the area.

Mr. Moss-Beasley noted the two (2) hour maximum meeting time has been reached.

* **MOTION by Vice Chairwoman Martin; SECONDED by Agency member Moss-Beasley to approve to move agenda pass the two (2) hour mark and extend the meeting 30 minutes.**

AYES: Moore, Martin, Moss-Beasley, Robinson, Jones, Thomas

MOTION CARRIED (6-0)

3. Presentation of plaque to Ruby Jenkins (verbal update):

Ms. Singleton stated the plaque was presented to Ruby Jenkins on October 10, 2017 at the City Council meeting.

4. Fiske Corridor Study (verbal update):

Ms. Singleton reported the UCF Urban Planning graduates are conducting a Fiske corridor study to improve and maximize the community assets.

5. Future of CRAs (verbal update):

Ms. Singleton reported there is proposed legislation to eliminate or impose regulations on CRAs. She outline a few items for proposed House Bill 17 and SB 432:

- Provides additional reporting requirements
- Revises requirements for operating CRAs
- Prohibits creation of CRAs after a certain date
- Provides a phase out period
- Creates criteria for determining if a CRA is inactive
- Provides hearing procedures
- Authorizes certain financial activity from inactive CRAs
- Revises requirements for use of redevelopment trust fund proceeds

- Revises county municipal government reporting requirements
- Revises criteria for finding the county or municipal failed to file a report
- Requires the FS to provide to DEO concerning CRAs with no revenue, expenditures, or debt

6. Hurricane Damage Assessment (verbal update):

Ms. Hamilton stated Community Services Department and Code Enforcement Division conducted damage assessment in the community after the storms. She noted assessments are still being conducted as needed. **Ms. Hamilton** added the City is looking at after the event action reporting and processes that can be improved.

Ms. ~~Moore~~ Martin reported receiving phone calls regarding children swimming in the retention pond on Bernard Street and Thomas Lane. She stated the citizens are requesting the city to install a fence or barrier to prevent drowning. **Ms. Hamilton** stated she will look into the matter.

VII. NEXT MEETING DATE:

The next meeting of the Diamond Square Redevelopment Agency will be a Regular Meeting to be held on November 27, 2017 at 7:00 p.m. at City Hall, 65 Stone Street.

IX. ADJOURNMENT:

* **MOTION by Vice Chairwoman Martin; SECONDED by Agency member Thomas to adjourn the Regular Meeting of October 30, 2017.**

AYES: Moore, Martin, Moss-Beasley, Robinson, Jones, Thomas

MOTION CARRIED (6-0)

MEETING WAS ADJOURNED AT 9:26 pm

Tracy Moore

Tracy Moore, Chairwoman

Respectfully Submitted,

Torri Edwards

Torri Edwards, Recording Secretary

2018-2019
FUNDING REQUEST FOR PROPOSALS (RFP)

Description	The Diamond Square Community Redevelopment Agency (CRA) seeks proposals for projects or initiatives within the Diamond Square redevelopment area. Projects should be consistent with the goals set forth in the 1999 Diamond Square CRA Redevelopment Plan.
Duration	From date of award to September 30, 2019 with the opportunity to extend for additional year, with mutual agreement.
RFP Release Date	July 9, 2018
Proposal Due Date	August 8, 2018
Contact Person	Samia Singleton, Program Manager City of Cocoa Community Services 65 Stone Street Cocoa, FL 32922 (321) 433-8577 ssingleton@cocoafl.org
Submission Requirements	Submit via website at Choosecocoa.org/DSCRARFP
Resources	CRA Plan Maps Community Policing Examples

BACKGROUND

The Diamond Square redevelopment area of the City of Cocoa is located on the southern border of the City and encompasses the area bounded by Oleander Road on the west, School Street on the north, the railroad tracks on the east and Poinsett Drive on the south. This area was one of the original African-American settlements in the Cocoa community. During the past century and a half this community has undergone many changes in its evolution to its present condition.

The conditions of the Diamond Square area prompted the City Commission to sponsor a "Vision Planning" process to research the alternatives available to the City to reverse this trend. In June of 1996, the City Council adopted the Vision Plan recommendations. One of those recommendations was to create a Community Redevelopment Agency for the Diamond Square area. In 1998, the Diamond Square Community Redevelopment Agency was established by City Council.

In accordance with the, the objective of the Diamond Square Community Redevelopment Agency (CRA) Redevelopment has been to leverage the neighborhood's existing assets to support the revitalization of the area and remove slum and blight. Redevelopment activities in the Diamond Square CRA are funded primarily by tax increment financing (TIF), leveraged with public funds to promote private sector activity in the targeted area.

All public Redevelopment activities expressly authorized by the Community Redevelopment Act, and funded by tax increment financing, have been set forth in the Diamond Square CRA Redevelopment Plan. Applicants will be required to describe their proposed project or initiative in relation to the approved Diamond Square CRA Redevelopment Plan.

INTRODUCTION

The Diamond Square Community Redevelopment Agency (CRA) seeks proposals for innovative community initiatives and projects that will improve and benefit the residents of the CRA area (see map). Project awards range from a minimum of $5,000 to a maximum of $20,000.

PROJECT SCOPE

In accordance with Community Redevelopment Act of 1969, F.S. § 163.387, Diamond Square CRA will only fund projects/initiatives in the following areas:

a) Place-based Community Improvements: Projects and initiatives that focus on physical improvements that contribute to open space, recreational space, commercial space, community building activities, such as community gardens and other enhancements. The intent of these activities should be to improve the quality of life for residents in the Diamond Square area.
b) Development of Community Policing Innovations: Projects and initiatives that focus on preventative ways to address crime, such as repairing damaged fences, installing or improving street lighting, meeting with business and homeowners to improve security measures, graffiti removal and park cleaning. Additional community policing innovations may include projects or initiatives that focus on school safety, child abuse intervention, domestic and gun violence, and drugs.

c) Affordable Housing Development: Projects and initiatives to house the below market home owner and renter.

Proposals must also further one or more of the following CRA Plan Goals:

Redevelopment Policy

- Eliminate slum and blight conditions
- Prevent the future occurrence of slum and blight
- Encourage the acquisition, demolition and reuse of properties that no longer function at their highest potential economic use

Economic Development

- Establish a new character for the area while promoting economic vitality
- Formulate economic development strategies that take full advantage of existing and proposed government programs to stimulate the local economy creating job growth and employment opportunities for residents in the Diamond Square community

Public Facilities and Services

- Provide necessary public facilities at acceptable levels of service to accommodate existing needs as well as new demands as proposed development occurs within the Redevelopment area
- Create a safe efficient traffic circulation system that provides sufficient access by all modes of transportation between activity centers within the Redevelopment area and the balance of the community
- Establish parks, recreation, open space and beautification efforts to create an improved character for the Redevelopment area that will reflect a pleasant appealing atmosphere for working and residing in the area
- Reverse the spiraling decline of the neighborhood caused by drug use and crime, and provide for the public health, safety, morals and welfare of the community

Land Use

- Establish a land use pattern that reflects the Redevelopment area as a total community of diversified interests and activities while promoting compatibility and harmonious land-use relationships
- Encourage innovation in land planning and site development techniques

Housing

- Encourage the transfer of public housing into private home ownership and develop and market housing opportunities within the Redevelopment area
- Re-establish old neighborhoods through the Redevelopment and revitalization of the housing stock, establishing a safe, functional and aesthetically pleasing community environment

Historic Preservation

- To preserve and maintain historic and architecturally significant structures

ELIGIBILITY

Applicants must be a not-for-profit organization serving the Diamond Square redevelopment area. Each applicant must describe both their roles and responsibilities and that of any sub-grantees/contractors. This is not a pass through grant program. The applicant will be legally, administratively, and fiscally responsible for the grant.

SELECTION CRITERIA

All proposals must address the selection criteria listed below.

1. **Introduction**
   Describe the goals of your agency/organization, years in operation, types and sources of funding received for this project, type of services provided.
2. **Demonstration of Need**
   Provide a detailed description of the proposed project to be carried out with the funds requested. Describe how the project provides benefit to the Diamond Square community.
3. **Description of Targeted Clientele**
   Describe the targeted recipients (# to be served, demographics, special circumstances, etc.), and the goals and objectives of the proposed project.
4. **Redevelopment Plan Consistency**
   From Diamond Square CRA Goals identify the goal/s project will address. Describe the extent to which the achievement of the project goals will enhance the Diamond Square physical environment.
5. **Organization Capacity and Capability**
   Describe the capacity of your organization to carry out the proposed project (financial resources, staff capacity and experience of the organization with similar projects and activities). If the project is for a new activity or will require additional staffing and resources, describe how your organization will secure these resources in the time needed to carry out the proposed activity. Provide detailed information on persons that will be assigned to this project/activity (job titles, prior experience, resumes of key staff, etc).
6. **Leveraging**
   Matching funds are not required but will enhance your proposal by showing leverage. Matching funds are the funds that will be used in conjunction with the Diamond Square CRA request to complete the project. Matching funds can include; cash, loans, in-kind gifts, state or federal grants, etc. Identify any funding sources that your Agency will use to leverage the Diamond Square CRA funds requested in this proposal.
7. **Financial Capacity**
   As a separate attachment, attach the organization's current Operating Budget for both the project and the Agency. Identify any material weaknesses or findings and what the organization has done to remove them.
8. **Community Support**

Discuss how the community is engaged and will continue to be involved in your project. Attach to the proposal current letters from all of the community organizations you have discussed. These letters must discuss their support for the project.

9. **Outcomes and Metrics to Measure Success**
   Please develop project or program goals, clear outcomes and evaluation criteria.

Diamond Square CRA will not consider proposals that include funding for:

- General operating expenses or salaries
- Contracted Services
- Loans, grants, scholarships, or camperships to individuals
- Conferences or meetings
- Fundraising dinners, parties, benefits, balls, festivals, parades or other events

PERIOD OF SUPPORT

From award date to September 30, 2019 with opportunity to renew. Funds will be reimbursed on a quarterly basis.

REPORTING REQUIREMENTS

All grantees will be required to submit quarterly and final reports, using a template provided by CRA staff. Reports will detail project activities and progress in achieving mutually agreed upon outcomes.

APPLICATION CHECKLIST

All of the items listed below must be included with the submitted application proposal. No incomplete proposal will be considered for funding.

1. Certifications/Credentials
2. Community Support Letters
3. Articles of Incorporation/By-Laws
4. State Certification of Corporate Status (*if* applicable*)*
5. List of Board of Directors *(if applicable)*
6. Certificate of non-profit status
7. Latest IRS 990 files
8. Operating Budget for both the project and organization
9. Copy of Insurance for Project Activities(*if awarded funding, agencies must have the City included as an additional insured on required insurance)*
10. Job Descriptions/Resumes of Administrator & Key Project Staff
11. Project timeline