



# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY AGENDA

Thursday, March 28, 2024 ,at 6:30 PM

**\*\*NEW RESCHEDULED DATE\*\***

Town Hall - 307 E Kennedy Blvd

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Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION AND PLEDGE OF ALLEGIANCE**

**IV. PRESENTATION/AWARDS**

- 1. PRESENTATION** - March Business of the Month - The Mustard Seed of Central Florida  
(Administration)

**V. CITIZEN PARTICIPATION (Three minutes strictly enforced)**

**VI. CONSENT AGENDA**

- 2.** Approval of CRA Board Meeting Minutes 2-15-2024 (Clerk Office).

**VII. BOARD DISCUSSION**

- 3.** Discussion of the Potential Leasing of Two CRA Lots On E. Kennedy Blvd (343 and 349).  
(Administration)

**VIII. BOARD DECISIONS**

- 4.** Approval of Resolution CRA-R-2024- 11 Approving a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400). (Administration)
- 5.** Approval of Resolution CRA-R-2024- 12 Approving An Artist and Their Submission To Complete A Mural On The TOE Pool Wall. (Administration)
- 6.** Approval of Resolution CRA-R-2024-13 Approving the demolition of 225 W. Kennedy Blvd. (Administration)
- 7.** Approval of Resolution CRA-R-2024- 14 Approving the transfer of funds in the amount of \$200,000 the Pilot Infill Home Loan Program for property owners of three (3) or more lots, with annual interest rate of seven percent (7%). (Administration)
- 8.** Approval of Resolution CRA-R-2024- 5 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP). (Administration)

9. Approval of Resolution CRA-R-2024-6 Adopting and Approving the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP).  
**(Administration)**

10. Approval of Resolution CRA-R-2024-15 Adopting Budget Amendment One (**Administration**)

**IX. STAFF REPORTS**

**X. BOARD REPORTS**

**XI. ADJOURNMENT**

*The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.*

**\*\*PUBLIC NOTICE\*\***

*This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26*



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**REGULAR CRA MEETING**  
**MARCH 28, 2024, AT 06:30 PM**  
**Cover Sheet**

**\*\*NOTE\*\* Please do not change the formatting of this document (font style, size, paragraph spacing etc.)**

**ITEM TITLE:**                    **PRESENTATION** - March Business of the Month - The Mustard Seed of Central Florida (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department: ADMINISTRATION</b>
<b>CONSENT AGENDA</b>		<b>Exhibits:</b>  • Business of the Month Award
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>	YES	
<b>CRA DISCUSSION</b>		

**REQUEST:** CRA Chair presents The Mustard Seed of Central Florida with the March Business of the Month Certificate. Resolution CRA-R-2024- 1 Authorized the Business of the Month Program.

**SUMMARY:** TOECRA Business of the Month program is aimed at recognizing local businesses in our community who provide an invaluable contribution to our community and residents. The program is intended for businesses in the service, commercial, or retail industry who directly provide a service or goods to residents and visitors. Through use of the Town’s social media platforms and other community engagement opportunities (i.e.- monthly newsletter), businesses who participate in the program will receive the benefits of direct outreach and marketing.

The Mustard Seed provides families who are emerging from crisis with the basics to rebuild their lives: A bed to sleep on, a table to eat at, and so much more. The goal of the Mustard Seeds furniture program is to ensure that those in need have everything needed to make their house into a home. The Mustard Seed additionally hosts a clothing program through the Seed Boutique and Community Shop, which allows those in need to receive a week's worth of clothing as often as they need for a nominal fee. Furthermore, The Mustard Seed recycles between 5-10,000 mattresses each year to ensure that waste is kept out of the landfill. The Mustard Seed of Central Florida has been serving the community for over 35 years and continues to serve over 1000 families each year as they emerge from crisis.

**RECOMMENDATION:** None.

**FISCAL & EFFICIENCY DATA:** None.

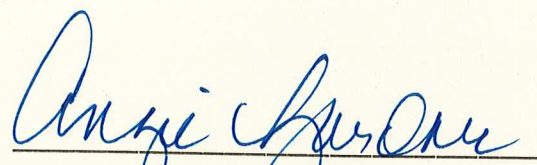
# BUSINESS OF THE MONTH

THIS CERTIFICATE IS PROUDLY PRESENTED TO

## The Mustard Seed of Central Florida

As a Thank You For Your Business Presence in the  
Town of Eatonville Community Redevelopment Agency

March 28<sup>th</sup>, 2024



Angie Gardner, Mayor  
Town of Eatonville



Shaniqua Rose, CRA Executive Director



THE TOWN OF  
**EATONVILLE**  
THE TOWN THAT FREEDOM BUILT  
EST. 1887



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, 6:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of CRA Board Meeting Minutes 2-15-2024 (Clerk Office).

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> LEGISLATIVE (CLERK OFFICE)
<b>CONSENT AGENDA</b>	YES	<b>Exhibits: (CRA Board Meeting Minutes:</b> - Thursday, February 15, 2024, 6:30 p.m. (CRA Board Mtg)
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of meeting minutes for the CRA Board Meeting Minutes held on the dates indicated below:

-Thursday, February 15, 2024, 6:30 p.m. (CRA Board Mtg)

**SUMMARY:** The CRA Board Meeting scheduled on 3<sup>rd</sup> Thursday, March 15, 2024, at 6:30 p.m. Meeting minutes have been transcribed for record purposes.

**RECOMMENDATION:** Approval of the CRA Board Meeting held on Thursday, March 15, 2024, at 6:30 p.m.

**FISCAL & EFFICIENCY DATA:** N/A



# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES

Tuesday, February 15, 2024, at 6:30 PM

Town Hall (Board Chamber) - 307 E Kennedy Blvd. 32751

**SPECIAL NOTICE:** These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida’s Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. *\*\*Audio Recording are available through the Town’s website on the Board Agenda Page.*

**CALL TO ORDER** – Chair Gardner called the meeting to order at 6:30 p.m.

**ROLL CALL** – Quorum was established through roll call by the Town Clerk

**PRESENT:** (6) Chair Marlin Daniels, Vice-Chair Wanda Randolph, Director Angie Gardner, Director Rodney Daniels, Director Theo Washington, Director Ruthie

**STAFF:** (3) Shaniqua Rose, CRA Executive Director, Veronica King, Town Clerk, Ryan Knight (standing in Greg Jackson’s absence, Attorney,

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Chair M. Daniels led the invocation through a Moment of Silence followed by the Pledge of Allegiance

**APPROVAL OF AGENDA (Added) Chair Marlin Daniels motion to APPROVE** CRA Board Meeting Minutes; **moved** by Vice Chair Wanda Randolph; **second** by Director Angie Gardner; **Chair Marlin Daniels called for the question; AYE: ALL, MOTION PASSES-passed.**

**PUBLIC PARTICIPATION**

Angela Thomas – (Resolution 2024-3) What are the inmates going to do that we cannot do ourselves and why bring it to Eatonville?

Anthony Grant – Who establishes the CRA Executive Director’s schedule; how does the landscape funding for Kennedy Boulevard tie into the CRA Masterplan; How does the small business façade program tie into the CRA Masterplan, what is the request of budget, what is the policy, guidelines; what is the budget for the demolition program, how many properties exist and qualify; concerned that the CRA Executive Director would be allowed to purchase properties (per resolution 2024-7) without final approval by the board; concerning the resolution in support of a memorandum of understanding with the Health Community Development Program Corporation, there is no memorandum of understanding attached, what do we get and what do we give.

**CONSENT AGENDA:**

Approval of CRA Board Meeting Minutes (Monday September 18, 2023, 5:00 p.m. (Special CRA Budget), Thursday, September 21, 2023, 6:30 p.m. (CRA Board Mtg), Thursday, October 19, 2023, 6:30 p.m. (CRA Board Mtg), Thursday, November 16, 2023, 6:30 p.m. (CRA Board Mtg), Thursday, December 19, 2023, 6:30 p.m. (CRA Board Mtg), Thursday, January 18, 2024, 6:30 p.m. (CRA Board Mtg). **Chair Marlin Daniels motion to APPROVE** CRA Board Meeting Minutes; **moved** by Vice Chair Wanda Randolph; **second** by Director Angie Gardner; **Chair Marlin Daniels called for the question; AYE:** Director Angie

Gardner, Chair Marlin Daniels, Director Ruthie Critton, Vice Chair Wanda Randolph, Director Rodney Daniels, **NAYE**: Director Theo Washington; **MOTION PASSES-passed.**

**BOARD DECISIONS:**

Approval of Resolution 2023-23 for the Kennedy Main Street Beautification Upgrades (WALK ON ITEM) - This item was a discussion item due to the lack of a motion and second during the January 18, 2024; brought back before the TOECRA board for proper action. (Preamble Read) **Chair Marlin Daniels motion** to **APPROVE** Resolution 2023-23 for the Kennedy Main Street Beautification Upgrades; **moved** by Vice Chair Wanda Randolph; **second** by Director Ruthie Critton with discussion; **Chair Marlin Daniels called for the question; AYE:** Director Angie Gardner, Director Ruthie Critton, Vice Chair Wanda Randolph, **NAYE**, Chair Marlin Daniels, Director Theo Washington, Director Rodney Daniels, **MOTION FAILS-failed.**

**Discussions/Comments:** One vendor quote has been received (vendors in town are higher), first phase is \$30,000 (installation of sod, planting, and ground covering); initial motion rescinded; recommended program projected cost is \$75,000 to cover three phases (Between Gabriel and East Street)-\$50,000 is the preferred cost of Director R. Daniels; the 1997 (page 20) and 2015 (section 3.1.5.);CRA plans speaks to the streetscape on West Kennedy; this is not a maintenance project, CRA will enhance and beautify the area; it is the desire of some to leave this project on the town side (there is no allocated funds in the towns budget); does not include irrigation; would have like to see a scope of work and diagram; with the irrigation repairs and removing of sod, it appears that the town has already started this project; CRA Director will send financials (year to date) to clerk/everyone; scope of work and diagram should be included; emphasize attention to the projects that are most important to the board that have been discussed making sure that funds are available.

Approval of Resolution CRA-R-2024-3 Authorizing the Approval of an agreement with the Orange County Corrections Department, Community Corrections Division & Inmate Programs for the Alternative Community Service (ACS) Program. (Preamble Read) **Chair Marlin Daniels motion** to **APPROVE** Resolution CRA-R-2024-3 Authorizing the Approval of an agreement with the Orange County Corrections Department, Community Corrections Division & Inmate Programs for the Alternative Community Service (ACS) Program; **moved** by Director Rodney Daniels; **second** by Director Ruthie Critton with discussions; **Chair Marlin Daniels called for the question; AYE: ALL, MOTION PASSES-passed.**

**Discussions/Comments:** low level offenders (no violent offenders) will conduct community service through the program, focus will be on cleaning parks, main street areas, no cost to the town, and would assist with low staffing levels; the site supervisor will be the organization; there is no program duration, can be terminated at the will of the board; adjustments can be made to the agreement, however, the decision is to approve the agreement as presented; information was reviewed by Attorney Jackson; program should be program specific for certain areas; how to address improprieties and violations should be considered (addressed in agreement and there is a direct contact with Orange County Corrections;

Approval (Resolution CRA-R-2024-4) to change the scheduled March 21st, 2024, TOECRA meeting. **Chair Marlin Daniels motion** to **APPROVE** Resolution CRA-R-2024-4 Authorizing the Approval of changes to the scheduled March 21st, 2024, to March 28<sup>th</sup>, 2024, with amendment to add the new meeting date. (Preamble Read); **moved** by Director Ruthie Critton; **second** by Director Rodney Daniels with discuss; **Chair Marlin Daniels called for the question; AYE:** Director Angie Gardner, Director Ruthie Critton, Vice Chair Wanda Randolph, Director Theo Washington, **NAYE**, Chair Marlin Daniels, Director Rodney Daniels, **MOTION PASSES-passed.** **Discussions/Comments:** Considerations were made for March 5<sup>th</sup> (5:30pm) or at the end of the month March 28<sup>th</sup> (6:30pm); need to amend resolution to include the new scheduled date. CRA Director will send documentation from Joint Legislative Auditing committee of a repeat audit finding (require written response by March 29<sup>th</sup>), which is administrative; CRA Executive Director will verify if it come before the board;

Approval of Resolution CRA-R-2024-5 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP). (Preamble Read) **Chair Marlin Daniels motion** to **APPROVE** Resolution CRA-R-2024-5 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP); **moved** by Director Rodney Daniels; **second** by Director Ruthie Critton with discussion; **Chair Marlin Daniels called for the question;** **AYE: ALL, MOTION FAILS-failed.** **Discussions/Comments/Notes:** No funding to this program request, approving the program only to lay groundwork; program is spelled out exactly how it will go, to be placed as an legal document with application and requirements, first come-first serve program, will establish budget once one application is received (proposing up to \$40,000 per application, resolution to be amended to create budget line and moving \$40,000 into the budget for program (funds are available for one applicant); under Section 7 program funding all awards will be treated as a zero-interest deferred lien, the applicant will be responsible for the remaining of the project; it should indicate who has the authority to place and remove a lien; it reimbursable; do not want to exclude someone with a past; compare with previous programs to determine pros and cons, if there is an existing program-review make changes and, and recommend funding allocations. (Handouts provided by CRA Directors)

Approval of Resolution CRA-R-2024-6 Adopting and Approving the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP). (Preamble Read) **Chair Marlin Daniels motion** to **TABLE** Resolution CRA-R-2024-6 Adopting and Approving the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP); **moved** by Director Rodney Daniels; **second** by Vice Chair Wanda Randolph; **Chair Marlin Daniels called for the question;** **AYE: ALL, MOTION PASSES-tabled.** **Discussions/Comments:** (*Initial motion for approval rescinded*); no budget request, requesting approval of program only; in the process of finding properties that qualify; program to include 10-15 homes at \$5,000 each (\$75,000);; get budget amended; have considered in the program liens, intent for property use, and having licensed contractors; section 14 provide the criteria; CRA addresses blight and economic development and the town id not currently addressing; need to know the history of the property before demolishing; how will this affect individuals who may not be able to take advantage of the program (creating fines fees for constituents); this will open opportunity for an organization to take further legal action, to include foreclosures; this is a way for the CRA to address the blight and eye-sore properties within the town; there is a four year graduation time limit for program; should clear liens before getting money from the program; this is a 50 percent reimbursement match; liens should be based on a pre-approval-council decides how to deal with the liens and pending liens should be cleared through the town; (Anthony Grant – the mission of the CRA is to eliminate blight; liens are not to be placed to punish individuals, it's to be, it's put in place to correct an action; four or five demolitions a year, over three years, is progress; \$10,000 per house for demolition; recommend doing grants instead of liens); the goal, if we expend all the money and address all the properties, the budget line item will stay there with no funding until it is decided upon; need to amend resolution adding sections for liens with stipulations. need to amend resolution adding additional language for liens with stipulations.

Approval of Resolution CRA-R-2024-7 Approving the transfer of funds in the amount of \$300,000 and authorizing the TOECRA Executive Director to purchase properties throughout the TOECRA to create economic development. (Preamble Read) **Chair Marlin Daniels motion** to **APPROVE** Resolution CRA-R-2024-7 Approving the transfer of funds in the amount of \$300,000 and authorizing the TOECRA Executive Director to purchase properties throughout the TOECRA to create economic development; **moved** by Director Angie Gardner; **second** by Director Theo Washington with discussion; Director Theo Washington **rescind his second motion** and **motions** for **APPROVAL with language amendments** **second** by Director Angie Gardner) ; **Chair Marlin Daniels called for the question;** **AYE:** Director Angie Gardner, Director Ruthie Critton, Vice Chair Wanda Randolph, Director Theo Washington, **NAYE,** Chair Marlin Daniels, Director Rodney Daniels, **MOTION FAILS-failed.** (**Discussions/Comments:** should table until the workshops



previously discussed are held; approval of negotiation should be done by the board when purchasing land, identified properties available are brought before board; this resolution is the same as resolution 2017-7, in this instance, funding is being added; language needs to be added (effectuate land and no property acquisitions, must come back to the board) to the resolution, must come back to the board); this resolution is asking for funding, asking to transfer from the \$593,000 allocating \$300,000 into that budget line; recommend have the previous discussed workshops before moving any money; need to finalize and frame the program, however, if a residential property come, we should have designated funds to forward on the land.

Approval of Resolution CRA-R-2024-8 Authorizing the Approval of the Town of Eatonville Community Redevelopment Agency (TOECRA) Board of Directors to approve funding for the TOECRA Paint, Plant, and Pave Program (PPPP) in the amount of \$50,000. (Preamble Read) **Chair Marlin Daniels motion to APPROVE** of Resolution CRA-R-2024-8 with amendment Authorizing the Approval of the Town of Eatonville Community Redevelopment Agency (TOECRA) Board of Directors to approve funding for the TOECRA Paint, Plant, and Pave Program (PPPP) in the amount of \$50,000; **moved** by Director Angie Gardner; **second** by Director Ruthie Critton with amendment adding to section six a graduation period on the applicant; **Chair Marlin Daniels called for the question; AYE: ALL, MOTION PASSES-passed.** (Discussions/Comments: July 20th, 2023, funding was approved and later motioned to table the approval of funding; program allows up to ten homes (\$5,000 each); discussed adding language that speaks to the eligibility of residents that are staff and board members, recues from voting due to conflict; (amendments) need to amend resolution to include graduation period, time restrictions, (Amendment) add to section six, the applicant cannot apply for the program within one year after the lien has been released totaling is five years (four years with the lien and one year after)

Approval of Resolution CRA-R-2024-9 Approving the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.). (Preamble Read) **Chair Marlin Daniels motion to TABLE** (until next meeting) Approval of Resolution CRA-R-2024-9 Approving the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.); **moved** by Director Rodney Daniels; **second** by Director Ruthie Critton; **Chair Marlin Daniels called for the question; AYE: ALL, MOTION PASSES-tabled.** (Discussions/Comments: this is a resolution, not a MOU; states that they are a housing program that the town will collaborate with for housing initiatives within the town or within TOECRA, seeking help with the services they provide; when looking to build houses and build homeownership opportunity, it gives opportunity to tell Help CDC we need your assistance in getting Eatonville residents ready to buy a home (Bring back with MOU)

Approval of Resolution CRA-R-2024-10 to Adopt and Approve the TOECRA Street Banner program and Authorize the TOECRA Executive Director to spend up to \$2,000 for polearm replacement. (Preamble Read) **Chair Marlin Daniels motion to APPROVE** of Approval of Resolution CRA-R-2024-10 to Adopt and Approve the TOECRA Street Banner program and Authorize the TOECRA Executive Director to spend up to \$2,000 for polearm replacement; **moved** by Vice Chair Wanda Randolph; **second** by Director Rodney Daniels; **Chair Marlin Daniels called for the question; AYE: ALL, MOTION PASSES-passed.** (Discussions/Comments: Flags tell visitors, guests and residents about upcoming programs and events in the town; create an opportunity to capture costs from labor and from promoting events and programs that exist within the town; the entity is paying to put the banner up (\$25 per pole); there is a total of 54 poles; CRA is enhancing the viability of events and helping to assist with success of events or programs that exist in the town, the purpose of the up to \$2,000 is to purchase the pole arms (hardware), currently there are inconsistencies with the pole arms; it is a first come first serve choosing a minimum of four weeks with a maximum of 13 weeks of promotions; December and January will be prohibited (the town should have something for Black History); discussed banners for town events (Black History, Founder’s Day, MLK,

Juneteenth); clients will provide the flags and will pay public works to install them; have to collaborate with the town. Handout provided by CRA Directors)

**BOARD REPORTS:**

**Executive Directive (Shaniqua Rose)** - Partnering with the Red Cross to host an event February 8, 2025, to let the residents know about the opportunity to get their smoke detectors changed, Red Cross is committed to giving safety plans; farmer’s market discussions are undergo (will be brought before the board); the town is on the shortlist for the Black History Museum; exploring in collaboration with Public Works Department opportunities for pedestrian safety.

**Attorney (Ryan Knight)** – Attorney Jackson received a letter regarding the Dixon property, and he is working to prepare a response. (Request for Ms. Rose to ensure letter and legal’s response and written audit communication is sent to the board)

**Town Clerk (Veronica King)** – No Report

**Director Ruthi Critton** – No Report

**Director Angie Gardner** – Would like to see a CRA program to assist individuals with the enclosures for containers; Ms. Rose will due diligence to address and bring back the Small Business Façade Program, this item would be included in that program; unless there is proof, evidence, court information, ask to fix language as it related to missing or wiped-out information; ask to respect the board meeting process, affects focus when there are conversations going on in the audience (distracting).

**Director Rodney Daniels** – In reference to the wiping out and erasing of information, let us find out what has happened to that information that was unable to be found.

**Director Theo Washington** – No Report

**Vice Chair Wanda Randolph** – No Report

**Chair Marlin Daniels** – after speaking with Ms. Rose, financial reports should be to the board by the 5<sup>th</sup> of each month; there are documents in the CRA building that needs to be moved; requested for Ms. Rose to provide a timeline for the grant pertaining to the club (Koha); in response, Ms. Rose met with the state of Florida, the goal is to receive funds before the end of March. An updated project timeline, updated budget (with increased prices from inflation), a an extension was submitted, will be providing a contract for an engineer, an architect, a revised budget, a project timeline, and an invoice for the first \$250, 000, it was expressed in the meeting about liens, according to the grant, the property owner cannot sell for ten years, the funding is in four different phases of \$250,00 per phase, the goal is to place a lien on the property as each \$250,000 is received from the state of Florida to protect the town, should the property owner decides to sell in the process, Ms. Rose will send over to the board the letter and legal’s response on the Dixon property as well the written audit communication, Chair will get information over to Mr. Grant pertaining to the schedule for the CRA Executive Director, former Councilwoman Marilyn Sconiers funeral service is tomorrow (Friday, February 16), Viewing is at 9:30am and the service starts at 11am located at Macedonia Missionary Baptist Church in Town of Eatonville,

**ADJOURNMENT** Chair Marlin Daniels Motions for Adjournment of Meeting (**Moved** by Director Ruthi Critton; **Second** by Vice Chair Wanda Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 9:15 P.M.**

**Respectfully Submitted by:**

**APPROVED**

\_\_\_\_\_  
**Veronica L King, Town Clerk**

\_\_\_\_\_  
**Marlin Daniels, Chair**



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**REGULAR CRA MEETING**  
**MARCH 28, 2024, AT 06:30 PM**  
**Cover Sheet**

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Discussion of the Potential Leasing of Two CRA Lots On E. Kennedy Blvd (343 and 349). (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• None.</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>	YES	

**REQUEST:** TOECRA Board of Directors to discuss and create criteria for the TOECRA lots on E. Kennedy Blvd (343 and 349).

**SUMMARY:** TOECRA owns two lots on E. Kennedy Blvd (343 and 349); a request has come in to lease the land monthly to host events. There is currently no policy in place to determine the cost to lease the land, type of events we will allow on the land, how long someone can lease the land for, and the time of events can start or end. The TOECRA Executive Director seeks guidance from the Board of Directors on how the Board would like to handle the request and future requests for this land.

**RECOMMENDATION:** Staff is recommending the Board of Directors to discuss and create criteria for the TOECRA lots on E. Kennedy Blvd (343 and 349).

**FISCAL & EFFICIENCY DATA:** None.



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024- 11 Approving a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400). (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution CRA-R-2024-11</li> <li>• Application Packet</li> <li>• Funding Agreement</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-11 Approving a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400).

**SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400).

**FISCAL & EFFICIENCY DATA:** The cost for the Paint, Plant, and Pave Program funding agreement located at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400) from line item 303-0515-515-4622; there is \$50,000 available.

**RESOLUTION #CRA-R-2024-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A FUNDING AGREEMENT FOR THE PAINT, PLANT, AND PAVE PROGRAM AT 134 CLARK STREET IN THE AMOUNT OF TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400) PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400).

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE: SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work; and

**SECTION TWO: OBJECTIVES:** To immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**SECTION THREE: DESCRIPTION:** This program is created to provide curb appeal to single-family and multi-family up to 4-unit properties in despair in residential neighborhoods of TOECRA. The proposed improvements may include pressure cleaning, painting, minor façade repairs, landscaping, awnings, sidewalks, driveways, parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements. Approved applicants must provide an invoice after the work is complete. The TOECRA will issue payment to approved applicants within 45 days of receipt of invoice; and

**SECTION FOUR: PROGRESS:** Complete applications will be approved on a first come first serve basis and must meet the following criteria:

- All applicants must not have outstanding code enforcement violations or liens;
  - Exceptions on a case-by-case basis
- The property must be in compliance with all TOE regulatory requirements, including but not limited to code enforcement and rental housing licensing.
  - This requirement may be requested to be waived by the TOECRA Board if the improvements will help to remedy minor outstanding code violations.
  - No guarantees of approval are implied by this provision.
- Single-family and multi-family up to 4-unit properties are eligible.

- Three (3) estimates from licensed contractors must be provided.
- Work has not begun prior to approval by TOECRA Board of Directors.

The Owner shall maintain the improvements to the property. Should the Owner fail to maintain the improvements, the Owner will be required to repay the TOECRA for the cost of improvements, including labor.

**SECTION FIVE: PROGRAM FUNDING:** All awards will be treated as zero-interest, deferred loans. For those property owner applicants qualifying for the PPPP program up to \$5,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.

**SECTION SIX: PROGRAM SPECIFICATIONS:** The TOECRA PPPP benefits are contingent upon funding availability, TOECRA Board approval, and are not to be construed as an entitlement or right of a property owner or applicant. The property must remain free of all liens, judgments, and encumbrances of any kind. This provision may be waived by the TOECRA Board if development plans for said property meets the goals and objectives as set forth in the TOECRA Redevelopment plan. Upon grant approval, said property must remain free of all liens, judgements, or encumbrances of any kind under the term of the agreement. The applicant cannot apply for the program within one year after the lien has been released; and

**SECTION SEVEN: DIRECTION:** The TOECRA Board of Directors do hereby desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 134 Clark Street in the amount of Two Thousand Four Hundred Dollars (\$2,400).

**SECTION EIGHT: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION NINE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION TEN: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**Marlin Daniels, Chair**

ATTEST:

\_\_\_\_\_  
 Veronica L. King, Town Clerk

## TOECRA Paint, Plant, and Pave Program Funding Agreement

This PAINT, PLANT, and PAVE PROGRAM FUNDING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_day of \_\_\_\_\_, 202\_\_, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and **Joyce Irby**, an Eatonville Florida property owner (hereinafter referred to as “the Grantee”) whose mailing address is **134 Clark Street, Eatonville, Florida 32751**, (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

**WHEREAS**, the TOECRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

**WHEREAS**, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”), the CRA established the Paint, Plant, and Pave Program (“PPPP”) in order to immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**WHEREAS**, this program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc.; and

**WHEREAS**, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

**WHEREAS**, the Grantee is presently the owner of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”) and within a Focus Area of the PPPP; and

**WHEREAS**, the Grantee is applying for funding under the Paint, Plant, and Pave Program and desires to enter into a PPPP Funding Agreement with the CRA providing for the provision of financial assistance in making those certain home improvements (the “Project” or “Improvements”) to the Property, the Project being depicted and/or described in the application attached hereto as **Exhibit “B”**, and the CRA is willing to do so upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a

meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of **Two Thousand Four Hundred Dollars** (\$2,400) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **134 Clark Street, Eatonville, FL 32751** as set forth in **Exhibit “B.”**

Repayment to the CRA shall be deferred for a four (4) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciated at 25% for the deferment period. At the end of the four- year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the TOECRA Board of Directors and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the TOECRA Board of Directors approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the TOECRA Board of Directors.

4. Use of Funds. Grantee shall use the funds for the sole purpose of improving the building façade and/or stabilization as set forth in **Exhibit “B”**. Funds shall not be used for any City, County or State permitting or impact fees, new building construction and new building additions, certain structural and interior improvements, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit “B”** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this



Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Town of Eatonville Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the Town of Eatonville from granting the Grantee certain waivers, exemptions, or variances as allowed under the Town of Eatonville Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee’s failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.
- b. The Grantee’s abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not

be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a four-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

c. Homeowner's Insurance: If the Property is residential, the Grantee shall provide proof of a current homeowner's insurance policy that includes coverage for fire and hazard for the duration of this Agreement.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or

indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA:                   Community Redevelopment Agency  
  Eatonville Town Hall  
  307 E. Kennedy Blvd.  
  Eatonville, Florida 32751  
  (with a copy to City Attorney’s Office)
  
- b. If to the Grantee:               Joyce Irby  
  134 Clark Street  
  Eatonville, FL 32751

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be four (4) years, commencing on the Effective Date.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year indicated below.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
CRA, Executive Director  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

The Town of Eatonville Community Redevelopment Agency

\_\_\_\_\_  
CRA Chair  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Veronica King, Town of Eatonville Clerk  
The foregoing PPPP Agreement is approved as to form and legality for the use and reliance of the Town of Eatonville Community Redevelopment Agency.

**EXHIBIT “A”****Program**

**SUMMARY:** The Paint, Plant, and Pave Program (PPPP) was created to immediately enhance the aesthetics of single-family and multi-family 4-unit properties within residential neighborhoods. This program was created to provide curb appeal to single-family and multi-family 4-unit properties in despair in residential neighborhoods within the Town of Eatonville Community Redevelopment Area. The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The TOECRA will assist up to \$5,000 per property for exterior improvements. Applications must be reviewed and approved prior to beginning work; and

**OBJECTIVES:** To immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA; and

**DESCRIPTION:** This program is created to provide curb appeal to single-family and multi-family up to 4-unit properties in despair in residential neighborhoods of TOECRA. The proposed improvements may include pressure cleaning, painting, minor façade repairs, landscaping, awnings, sidewalks, driveways, parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements. Approved applicants must provide an invoice after the work is complete. The TOECRA will issue payment to approved applicants within 45 days of receipt of invoice; and

**PROGRESS:** Complete applications will be approved on a first come first serve basis and must meet the following criteria:

- All applicants must not have outstanding code enforcement violations or liens;
  - Exceptions on a case-by-case basis
- The property must be in compliance with all TOE regulatory requirements, including but not limited to code enforcement and rental housing licensing.
  - This requirement may be requested to be waived by the TOECRA Board if the improvements will help to remedy minor outstanding code violations.
  - No guarantees of approval are implied by this provision.
- Single-family and multi-family up to 4-unit properties are eligible.
- Three (3) estimates from licensed contractors must be provided.
- Work has not begun prior to approval by TOECRA Board of Directors.

The Owner shall maintain the improvements to the property. Should the Owner fail to maintain the improvements, the Owner will be required to repay the TOECRA for the cost of improvements, including labor.

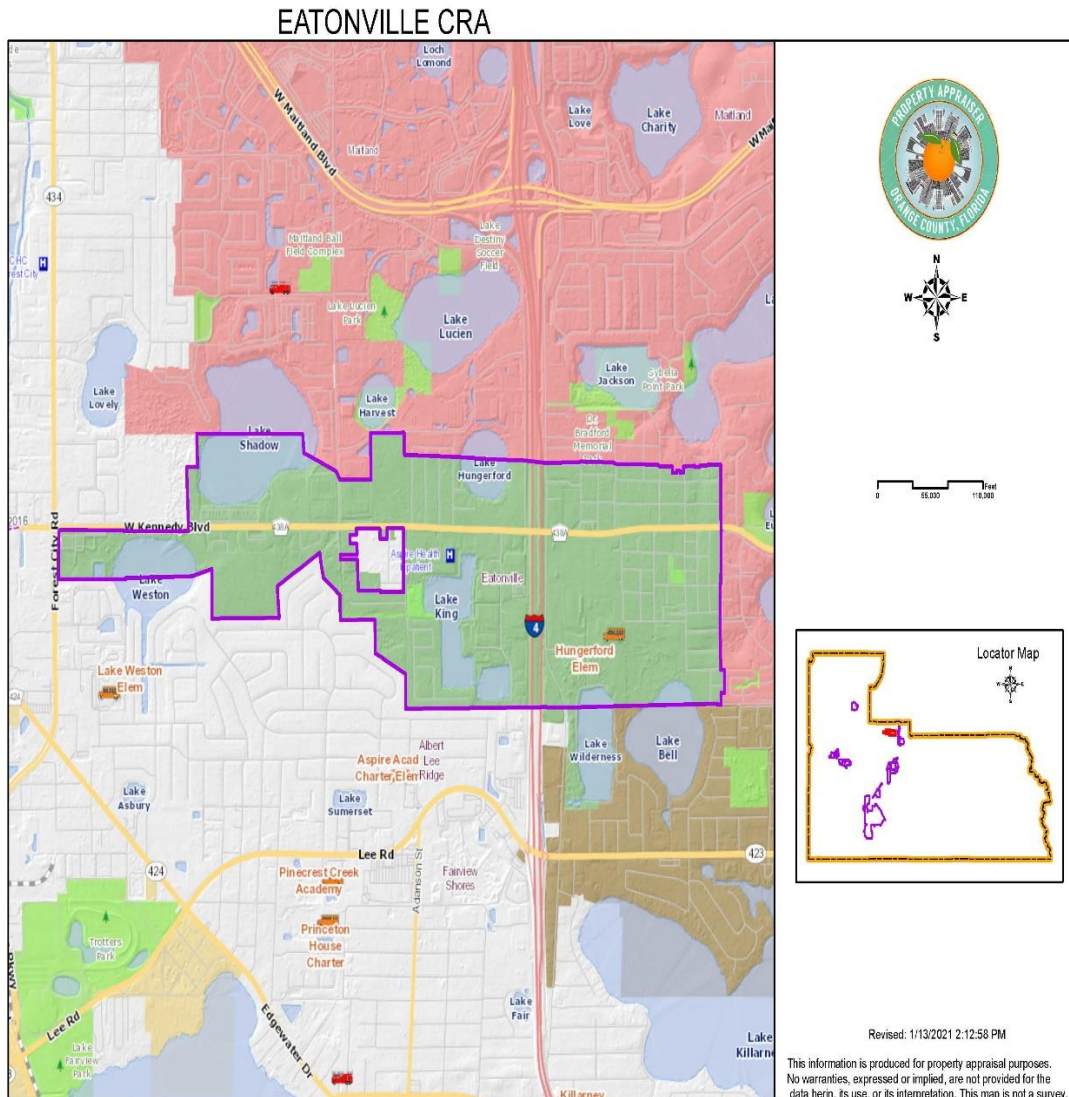
**PROGRAM FUNDING:** All awards will be treated as zero-interest, deferred loans. For those property owner applicants qualifying for the PPPP program up to \$5,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.

**PROGRAM SPECIFICATIONS:** The TOECRA PPPP benefits are contingent upon funding availability, TOECRA Board approval, and are not to be construed as an entitlement or right of a property owner or applicant. The property must remain free of all liens, judgments, and encumbrances of any kind. This provision may be waived by the TOECRA Board if development plans for said property meets the goals and objectives as set forth in the TOECRA Redevelopment plan. Upon grant approval, said property must remain free of all liens, judgements, or encumbrances of any kind under the term of the agreement. The applicant cannot apply for the program within one year after the lien has been released; and

**DIRECTION:** The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby provide direction for the TOECRA Executive Director to use up to \$50,000 for the PPPP. All complete applications for consideration must be brought before the TOECRA Board of Directors for their approval.

For any questions, please contact the Town of Eatonville CRA at 407-623-8916 or email [cra@townofeatonville.org](mailto:cra@townofeatonville.org).

Applications can be submitted to [cra@townofeatonville.org](mailto:cra@townofeatonville.org) or in person at Town of Eatonville Town Hall, 307 E. Kennedy Blvd. Eatonville, FL 32751.



**EXHIBIT “B”**

Application for 134 Clark Street, Eatonville, FL 32751  
(attached separately and incorporated herein)



Town of Eatonville



TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
PAINT, PLANT, and PAVE PROGRAM APPLICATION

Property Owner Name: Joyce Irby

Co-Property Owner Name: \_\_\_\_\_

Address: 134 Clark Street

Email Address: Klymaxxfm@gmail.com

Phone Number(s): (Home) \_\_\_\_\_ (Cell) 404-429-4707

Do you currently own the property?  Yes  No

PROJECT DESCRIPTION (A minimum of 3 different items must be proposed)

*Cut down gigantic dead tree in front yard*

*grind down and remove tree stump*

*Plant attractive tree or trees in it's place or around the space*

Have you received any funding assistance from the Town of Eatonville to date? \_\_\_\_\_ Yes  No

If yes, please provide program name(s), dates and amounts awarded:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For any questions, please contact the Town of Eatonville CRA at 407-623-8916 or email [cra@townofeatonville.org](mailto:cra@townofeatonville.org).

Applications can be submitted to [cra@townofeatonville.org](mailto:cra@townofeatonville.org) or in person at Town of Eatonville Town Hall, 307 E. Kennedy Blvd. Eatonville, FL 32751.

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

The Applicant, Joyce Irby, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Town of Eatonville Community Redevelopment Agency (TOECRA) Staff is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. The TOECRA maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Paint, Plant, and Pave Program, the Applicant agrees that it will enter into a Funding Agreement with the Town of Eatonville Community Redevelopment Agency with terms relating to, among other things, the TOECRA's right to receive re-payment of program funds, the TOECRA's right to review and audit any and all records related to the Agreement, and the TOECRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Paint, Plant, and Pave Program policies, procedures, and conditions.*

Applicant Signature: Joyce Irby Date: March 4, 2024

Property Owner Signature: Joyce Irby Date: March 4, 2024

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT  
STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared

Who, duly sworn, upon oath, deposes and says:

1. That they are the duly authorized representative of owner requesting approval of façade grant for the property described below.
2. That all owners that they represent have given their full and complete permission for them to act on their half for the above-stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses, and legal descriptions for the real property, of which they are the owner of representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that recommendations may be made by the TOE's Historic Preservation Board, and TOE Planning in connection with this funding request. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature Joyce Irby Date: 3/4/2024  
Joyce Irby

PROPERTY ADDRESS

134 Clark Street, Eatonville, FL, 32751

Sworn to and subscribed before me

This 4th day of March 2024

**BRANDY NICOLE BONIEWICZ**  
NOTARY PUBLIC  
Fayette County  
State of Georgia  
My Comm. Expires Nov. 19, 2027

Georgia  
Notary Public, State of ~~Florida~~ at Large  
My Commission Expires: 11/19/2027

*[Signature]*



**Estimate #** 20584-E

**Client Information**

Client: Joyce Irby  
Client Address: 134 Clark Street, Eatonville FL 32751  
Client Phone: (404) 429-4707  
Client Email: klymaxxfm@gmail.com

**Proposed Work**

**DESCRIPTION**

**PRICE**

**Tree Removal**

\$ 2,200.00

Removal of oak tree clean up and haul away debris

All work will be done by a crew of professional arborists, safely, insured and in accordance with municipal and arborist standards.

**Stump Grinding**

\$ 550.00

Stump grinding service for the large oak stump grind up to 6 inches below ground in most places grind a 10 inch deep section for new planting. The resulting mulch will be left on the site in a neat pile.

The proximity of hardscape features, fences, buildings, and/or underground utilities to the stumps may limit our ability to remove the entire stump. In these cases, McCullough Tree Service will remove as much of the stump as possible without causing damage to permanent site features or the machine. Stump grinding does not include surface roots. Homeowner to ensure there is 36 inches clearance for machine access.

Please note that McCullough Tree Service is not responsible for ANY underground utilities that are damaged even after 811 has been called.

Tree removal and stump grinding services will be performed by separate crews and will not be performed on the same date.

**Planting Service**

\$ 2,200.00

- Planting of Sabal palm 6-8 feet tall \$600
- Planting of queen palm 8 feet tall \$400
- Planting of 3 Christmas palms 6 feet tall triple trunk \$1200

We didn't have access to other trees requested

The price is including the cost of material, delivery, and labor. Be advised there is no warranty on the material unless it was arranged previously.

**Discount:** - \$ 400.00

Section VIII. Item #4.

We thank you for the opportunity to submit the prices and specifications noted above.  
Please contact us at (407) 734-5854 if you would like to proceed with the quotation.



**Acceptance of proposal.**

The above prices, specifications and conditions are satisfactory and hereby accepted. McCullough Tree Service is authorized to do the work as specified.

**Estimator:** Grady McCullough

**20584-E, Rev 2**

**Date:** 2024-03-07

**Authorized Signature:** \_\_\_\_\_

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

**1. Proposal Agreement:** By signing this document, the customer agrees that the proposal provided by McCullough Tree Service is clear to them and includes only the items specifically listed in the estimate. Any additional work requested by the customer estimate will incur additional charges.

Section VIII. Item #4.

**2. Stump Grinding:** Standard stump grinding will be performed to a depth of 3 inches below the dirt line where the visible stump was located, enabling the area to be suitable for planting sod. Please note that roots and stump mounds are not included unless they are specifically outlined in the description before the tree work is completed. Additional grinding of roots and stump mounds will incur additional charges. The hauling away of stump grindings is not included unless clearly specified in the estimate. If you require stump grindings to be hauled away, please contact the sales representative assigned to your job before the tree work is completed. Please be aware that hauling stump grindings will incur additional charges starting at \$250, will require heavy equipment and may take up to 2-4 weeks to be removed from the property.

**3. Underground Utilities:** McCullough Tree Service is not responsible for any damage to unmarked sprinkler heads, waterlines, drainage, or underground utilities. It is the customer's responsibility to mark any such items in the planned work zone prior to our service.

**4. Crane Policy:** When a crane is used during tree removal, McCullough Tree Service takes precautions to protect driveways, pavers, sidewalks, and landscapes. Plywood or mats are placed to distribute the weight more evenly. However, McCullough Tree Service shall not be held responsible for any cracks or damage to driveways, curbing, or walkways that may occur during the crane operation.

**5. Debris Removal:** For most small to medium-sized jobs, debris cleanup and chipping will be performed at the time of service. However, for larger jobs, a grapple truck may be scheduled to remove the larger pieces of debris. In such cases, the debris will be staged by the street (out of the way of traffic) for removal. Please note that the timing of debris removal may vary, and it is subject to the availability of the grapple truck.

**6. Misinterpretation and Misunderstandings:** McCullough Tree Service strives to provide clear and accurate estimates and proposals to avoid misunderstandings. However, in the event of any misinterpretation or misunderstanding, both parties agree to resolve the matter through open and honest communication. Any changes or discrepancies that are not clearly outlined in work order must be documented and agreed upon by both McCullough Tree Service and the customer and if an additional mobilization is needed, a charge will incur.

**7. Completion of Tree Removal Service:** Is defined as completion of tree removal and cutting off close to ground, tree trimming, treatments and not stump grinding. McCullough Tree Service reserves the right to complete the tree removal service in its entirety before initiating stump grinding. Client understands that the completion of stump grinding may extend beyond the completion of the tree removal service and full payment may not be withheld beyond the time it is due because of delays in stump grinding.

**8. Equipment access-** access for equipment is necessary to remove larger pieces of debris and McCullough Tree Service goes out of its way to be cautious, however if tire marks or oil stains occur on driveways, sidewalks or pavers McCullough Tree Service is not responsible for removing stains beyond what is possible with pressure washing and chemicals.

**9. Landscaping and sod-** we do our best to avoid and minimize damage to grounds and landscapes, however this is often times unavoidable while removing large trees or sections and some incidental damage may occur to sod, landscaping and plants. McCullough tree service is not responsible for necessary landscape damage due to equipment access, safe felling, dropping and piecing down of trees and tree sections.

**10. Unforeseen challenges -** Occasionally undisclosed/unforeseen challenges may occur while working in trees, wildlife, bees, power lines, metal, tar or concrete in trees being removed which significantly increase the time/resources required to complete a job. Customer agrees to compensate McCullough Tree Service in such instances in proportion to added time, additional mobilizations, and costs.

**11. Payment** is due upon completion of service in line with agreed upon net terms, 2 percent discount for prepaid services, any credit card payments will include a processing fee. If payment is not made within agreed upon time frame, a 2 percent late fee will apply. If payment is 30 days overdue an additional late fee of 5 percent will be applied. If payment is 60 days overdue, legal action will take place, liens, collections etc. Customer agrees to pay any and all legal fees over and above outstanding balance if failure to make payment within this timeframe occurs. If property damage of any kind occurs, customer agrees to not withhold more than 20 percent of payment while repairs or solutions are implemented. If scheduled job is canceled within 24 hrs of scheduled date a 10 percent cancellation fee will be due.

As always, should you have any questions, please feel free to contact us. We look forward to working with you.

Best Regards,  
Shelby

As always, should you have any questions, please feel free to contact us. We look forward to working with you.

Tree Removal

Section VIII. Item #4.

2024-02-29 12:56:14 PM



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## 134 Clark Street

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**Klymaxx** <klymaxxfm@gmail.com>  
To: CRA Admin <cra@townofeatonville.org>

Fri, Mar 8, 2024 at 6:10 PM

Good evening, attached please find amendments to two of my estimates.

The new McCollough proposal should entirely replace the first one. The only difference is in the "Planting" section, they had the wrong number and type of palms. I believe their planting proposal is the most reasonable, at \$2200.

The proposal from M&S is a supplement to their tree removal and stump grinding quote. Their tree removal and stump grinding quote is the most reasonable, but I wanted a planting quote on file, which I realize is too expensive as they can only access larger trees.

The third proposal, already on file, from Jake's, remains the same.

I'd like to add that you can see my entire front yard and part of the side from Kennedy Ave. I will be planting most of the palms to complement the view people see as they drive on Kennedy. The palms will be clearly visible and I believe they'll add to the aesthetic intended by this grant.

Please let me know if I need to do anything else. I appreciate all your help.

Sincerely,

Joyce

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### 2 attachments



**M&S Transplant Proposal-134 Clark Street.png**  
1207K

 **Estimate 20584-E - 134 Clark Street, Eatonville.pdf-2**  
1699K



# JAKE OF ALL TRADES - JAKE'S ELITE TREE SERVICE

## PROPOSAL

407-462-3346

Jake@jakeselitetree

[service.com](http://service.com)

Website:

[jakeselitetreesevice.com](http://jakeselitetreesevice.com)



For: Joyce

@ 134 Clark Street Eatonville, FL 32751

Date: 03/02/2024

Project Title: Tree service

Invoice Number: 18090

Terms: 1-5 business days

Description	Quantity	Unit Price	Cost
(North-dead oak) removal (cutting stump at table height)	1	\$3,500.00	\$3,500.00
(North-dead oak landscape area) full trim/clean up	1	\$400.00	\$400.00
(North-dead oak landscape area) mulching of area	1	\$100.00	\$100.00
(South-sabal palm encroaching house) Removal	1	\$700.00	\$700.00
Hauling/dump fee	1	\$300.00	\$300.00
		Subtotal	\$5,000.00
		Total	\$5,000.00

Thank you for the opportunity to provide you with a quote for your tree care needs. Jake of all trade certificate of insurance will be provided in a separate attachment.

NOTE: Clients are responsible for permit fee reimbursement (only if permit is required for removal)

(PAYMENT) Invoices are due upon receipt. Accounts not paid within 30 days of the due date are subject to a 2.5% monthly finance charge. In the event of any dispute between the parties concerning the terms and provisions of this contract, the prevailing party shall be entitled to collect from the other party all cost incurred in such dispute, including reasonable attorneys fees.

Please feel free to call with any questions, concerns or changes to this quote.

Jake of All Trades- Jakes elite tree service is the proven solution that provides full services of tree removal, tree pruning, as well as stump grinding and landscape design. We have the experience and knowledge to properly handle all of your tree care needs. We take pride in our experience with our reliability, thorough communication, integrity, and quality work. We are experts in climbing, lift operations as well as roping and rigging. Our final results of every tree service job are above all other tree companies because we also specialize in landscape design and guarantee the best final appearance.

Sincerely,

Jake Mendelson

\_\_\_\_\_  
03/02/2024

(Print)

\_\_\_\_\_  
03/02/2024

Jacob Mendelson (owner of Jake of All Trades)

M&S Tree Service <info@mstreeremoval.com>

to Klymaxxfm ▾



Hi Joyce,

As per our discussion I have (again) modified our quotation to include the agreed upon adjustments. .

For:

- 1.) Removal of dead oak in the front yard, with stump grinding included (plus hauling away debris).
- 2.) Removal of sabal palm leaning against the house (plus hauling away of debris).
- 3.) Delivery and installation of a medium size Crape Myrtle (4-6 foot) as replacement for dead oak set to be removed from front yard.

Total price: \$2,600

# M&S Tree Service

Licensed and Insured

- Treecare
- Tree Transplant
- Trimming
- Mulching
- Storm Prep
- Stump Grinding
- Fertility Treatment
- Tree Removal

## Joe

Sales Manager

Cell: (407) - 868 - 3194

Office: (407) - 474 - 9609

[www.mstreeremoval.com](http://www.mstreeremoval.com)

## M&S Transplant Proposal: 134 Clark St. Eatonville, 32751 Inbox x



**M&S Tree Service** <info@mstreeremoval.com>  
to Klymaxxfm ▾

Good afternoon Joyce,

As per our earlier conversation, the pricing for transplanting the agreed upon trees will be as follows:

- 1 Sabal Palm: 12-14ft - \$750
- 1 Queen Palm: 12-14ft - \$815
- 3 Christmas Palms(triple trunk) 12-14ft -\$4680 (\$1560 each)

Total price: \$6245

These prices include full-service transport, delivery, and installation.

\*\*please note that these tree sizes(12ft-14ft) do require specialized transport, care, and handling, so the prices will reflect that (comparatively to smaller, less mature trees sizes).

Thanks,  
-Joe

Phone: 407-&68-3194  
Email: [info@mstreeremoval.com](mailto:info@mstreeremoval.com)  
Website: [www.mstreeremoval.com](http://www.mstreeremoval.com)

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[Message clipped] [View entire message](#)

4 Attachments • Scanned by Gmail





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024- 12 Approving An Artist and Their Submission To Complete A Mural On The TOE Pool Wall.  
(Administration)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b>  <ul style="list-style-type: none"> <li>• Resolution CRA-R-2024-12</li> <li>• Artwork</li> <li>• Mural Agreement</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-12 Approve Amarillis Martinez as the artist to complete the TOE pool wall, approve the artwork submitted by Amarillis Martinez, and enter into a mural agreement with Amarillis Martinez.

**SUMMARY:** The TOECRA Board of Directors approved an artist call for the TOE pool wall in Resolution CRA-R-2024-2. The TOECRA completed an artist call from January 23rd, 2024, to February 29th, 2024, through social media, email blasts, radio interviews, community meetings, and community bulletins. On February 29th, 2024, the TOECRA received an art submission from Amarillis Martinez, who is willing to donate their time to install their submitted artwork on the pool wall. The TOECRA Board of Director do hereby desire to Approve Amarillis Martinez to be the artist to install a mural on the TOE pool wall, Approve the artwork submission received from Amarillis Martinez, and enter into a mural agreement with Amarillis Martinez.

**RECOMMENDATION:** Staff is recommending the Board of Directors to Approve Amarillis Martinez as the artist to complete the TOE pool wall, approve the artwork submitted by Amarillis Martinez, and enter into a mural agreement with Amarillis Martinez.

**FISCAL & EFFICIENCY DATA:** None.

**RESOLUTION #CRA-R-2024-12**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING AN ARTIST, THEIR SUBMISSION, AND ENTERING INTO A MURAL AGREEMENT TO COMPLETE A MURAL ON THE TOE POOL WALL PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors approved an artist call for the TOE pool wall in Resolution CRA-R-2024-2; and

**WHEREAS**, the TOECRA completed an artist call from January 23<sup>rd</sup>, 2024 to February 29<sup>th</sup>, 2024 through social media, email blasts, radio interviews, community meetings, and community bulletins; and

**WHEREAS**, on February 29<sup>th</sup>, 2024 the TOECRA received an art submission from Amarillis Martinez, who is willing to donate their time to install their artwork on the pool wall; and

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Approve Amarillis Martinez as the artist to install the submitted art as the mural for the TOE pool wall.

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Approve the submission received from Amarillis Martinez to install a mural on the TOE pool wall.

**WHEREAS**, the TOECRA Board of Director do hereby desire to Approve the mural agreement with Amarillis Martinez to install a mural on the TOE pool wall.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE:** The TOECRA Board of Directors approved an artist call for the TOE pool wall in Resolution CRA-R-2024-2. The TOECRA completed an artist call from January 23<sup>rd</sup>, 2024 to February 29<sup>th</sup>, 2024 through social media, email blasts, radio interviews, community meetings, and community bulletins. On February 29<sup>th</sup>, 2024 the TOECRA received an art submission from Amarillis Martinez, who is willing to donate their time to install their submitted artwork on the pool wall. The TOECRA Board of Director do hereby desire to Approve Amarillis Martinez to be the artist to install a mural on the TOE pool wall, Approve the artwork submission received from Amarillis Martinez, and enter into a mural agreement with Amarillis Martinez.

**SECTION TWO: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION THREE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

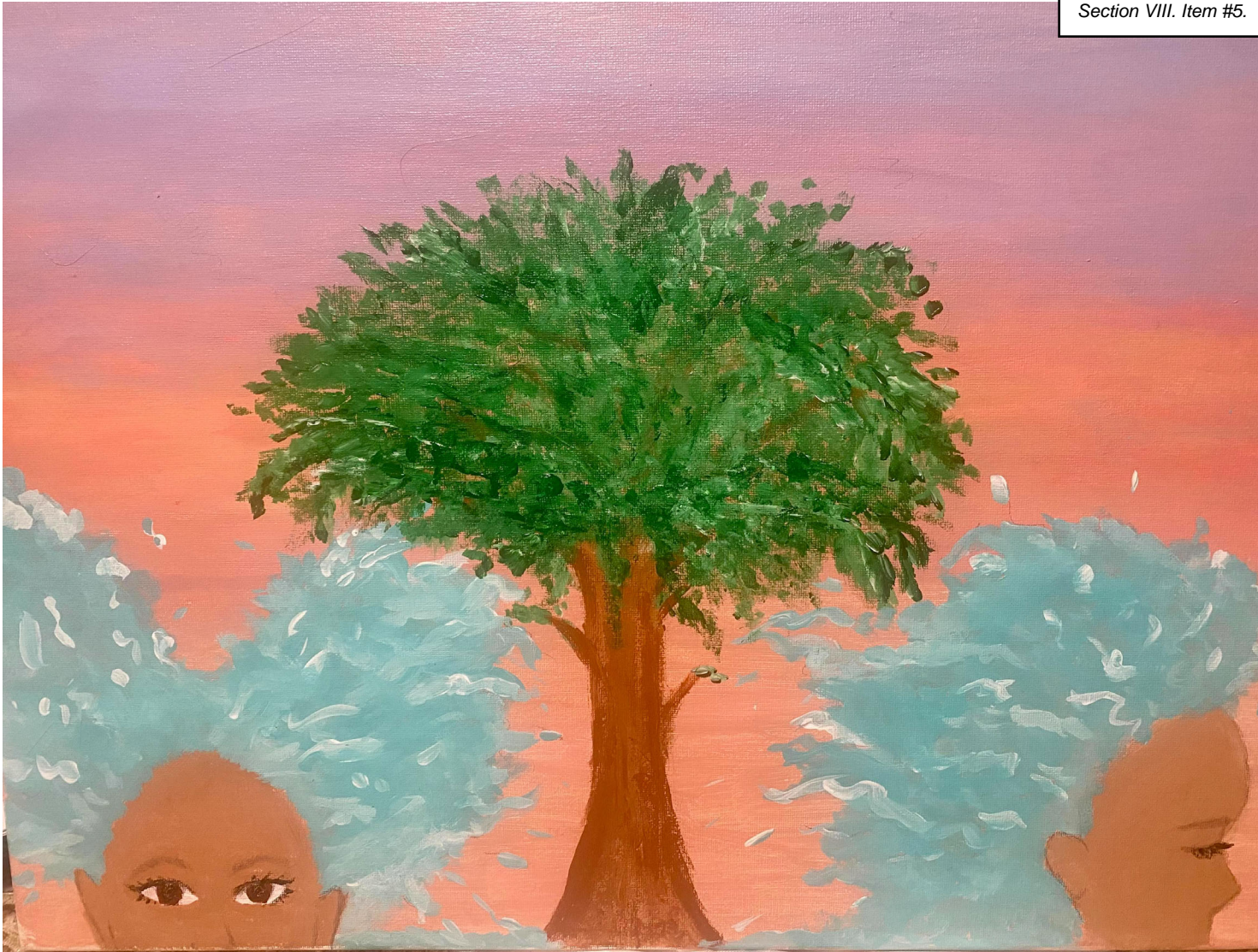
**SECTION FOUR: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ **2024.**

\_\_\_\_\_  
**Marlin Daniels, Chair**

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk



**AGREEMENT FOR  
MURAL DESIGN, INSTALLATION, AND APPLICATION  
IN THE TOWN OF EATONVILLE, FL**

**This Agreement for Mural Design, Installation, and Application in the Town of Eatonville, FL** (the “**Contract**”) is made between the **Town of Eatonville Community Redevelopment Agency**, a body politic and corporate of the State of Florida (the “**CRA**”), and \_\_\_\_\_, an individual, (the “**Artist**”), providing for the **design, installation, and application of one (1) wall-sized mural to be used on display, in the public, within the Town of Eatonville.** The foregoing parties are herein collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

The purpose of this Contract is to set forth the terms and conditions for the design, installation, and application to be used on display, in the public, and in particular for one (1) wall-sized murals in the Town. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree to as follows:

**1. Definitions.** In this Contract:

*Work* means, both independently and together, as the context requires, the art and design for one (1) wall-sized mural, the design to be created by the Artist and, after approval by the TOECRA Board of Directors, the installation and application of such murals by the Artist, as described in the proposal provided by the Artist, which has been attached and incorporated as *Exhibit A* (hereinafter, the “**Proposal**”), within the Town.

*Mural* means a painting or other work of art, executed directly on a wall displaying the Work, that has been designed, installed, and applied by the Artist with the permission or and through partnership with the Town.

**2. Effective Date.** This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

**3. Artist’s Obligations.**

- a. The Artist will create and provide to the Town the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- b. Artist will provide the Work to the Town in a digital format.
- c. Artist grants an irrevocable license for the use of the Work to the Town, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any anyone the Town deems appropriate or beneficial (“**License**”). This License shall allow the Town to establish the Work as a residential feature of the Town Of Eatonville, Florida, and shall be granted and belong to the Town for the life of the



Work. The License shall also extend to any reproductions of the Work made by the Town or on behalf of the Town, during and after the life of the Work, in furtherance of the public purposes of and benefits to the Town.

**4. Town’s Obligations.**

- a. So that the Artist may complete the application and installation of the Work, the Town shall provide, at the Town’s sole cost and expense, a drivable scissor or boom lift (the “Drivable Lift”) for the operation and use of the Artist during those days on which the Artist is completing the Work. The Parties agree and acknowledge that the provision of this Drivable Lift is essential to the completion of the Work and that the performance of the Work will be affected if the Artist does not have access to the Drivable Lift on those days which the Artist is performing the Work.
- b. The Town will provide credit to the Artist substantially in the following form: “Mural by: [\_\_\_\_\_] [2024].” This credit may be included on the Town website next to a digital copy of the Mural. Any reproductions of the Work made by the Town will credit the Artist and contain a copyright notice.

**5. Consideration.**

- a. The artist has agreed to donate their time to install the mural, so there is no compensation. However, in consideration of this agreement, artist agrees to receive recognition from the CRA, on its website and any applicable promotional material acknowledging Artist for his or her work and contribution of time to the Work.

**6. Final Design.**

- a. The Artist submitted their Proposal pursuant to a request seeking to commission wall-sized mural design, installation, and application to be used on display, in the public, within the Town. The Proposal included a proposed concept or concepts for the Mural(s) instrumental in the Town selecting the Artist for this project.
- b. Upon execution of this Contract, the Artist will undertake the preparation of the final concept for the Work (the “Final Design”).
- c. The Town will notify the Artist, in writing, if the Town requires any revision to the Final Design in order to comply with the Proposal or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- d. Upon the receipt of the Final Design, if there is no response by the property owner within the 5 day period the Final Design shall be deemed rejected by the Property Owner. The owner of the property on which a Mural will be located shall use his or her best efforts to partner with the Town and the Artist to provide final approval and acceptance of the Final Design. If agreed upon by the Town, the Artist, and the owner of the property on which a Mural will be located, any revisions suggested or proffered by the owner of the

property on which the Mural will be located will become a part of the Final Design.

- e. Within ten (10) business days after final approval and acceptance of the Final Design by the owner of the property on which the Mural will be located, the Town will notify the Artist, in writing of the Town's approval and acceptance of the Final Design.
- f. Upon the Town's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the Town, and is subject to any Copyright rights retained by Artist.

**7. Installation and Application.** After approval of the Final Design, the Artist shall install and apply the Murals displaying the Work in substantial conformity with the Final Design and in accordance with the installation and application schedule as that schedule appears in the Final Design.

**8. Warranties of Title.** The Artist represents and warrants that:

- a. The Work is solely the result of the artistic effort of the Artist and the Artist is the sole author, as that term is used in the Copyright Laws of the United States, of the Work. The Artist further represents that it will be the sole author, as that term is used in the Copyright Laws of the United States, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- b. Except as otherwise disclosed in writing to the Town, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- c. The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- d. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- e. Upon delivery of the Work to the Town, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever. (There is no payment to artist pursuant to Paragraph 5. Compensation).;
- f. All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- g. The Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the Town, its successors, and assigns; and

- h. The Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and the Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence.

**9. Mural Duration; Repair, Removal, Replacement.** A Mural is expected, but not guaranteed, to have a lifespan of 5 years. A Mural may be removed by the Town, depending on its condition, at the Town’s sole discretion. The Town will have the right to remove, repair, or replace any Mural, as needed, at the Town’s sole discretion. The Artist acknowledges and the Parties agree that the Town’s ability to remove, repair, or replace any Mural, as needed, at the Town’s sole discretion does not violate the Artist’s rights under the Visual Artists Rights Act, 17 U.S.C. § 106A, in which either the Artist’s attribution right or the integrity right may be implicated.

**10. Mural Maintenance.** The Town will be responsible for maintenance and conservation of any Mural, for so long as the Mural remains on display. The Town will have the right, in its sole discretion, and without the Artist’s input or approval, to determine the appropriate method of maintenance.

**11. Term of Contract; Survival of Obligations.** This Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until the written acceptance of the Work, but in no event will it extend beyond a period of one (1) year. All provisions of this Contract that impose continuing obligations of the Parties, including but not limited to the Artist granting an irrevocable license to the Town, warrant, indemnification, and limitation of liability shall survive the expiration or termination of this Contract.

**12. Termination.**

- a. The Town may terminate this Contract at any time, for any reason, by giving written notice to the Artist not less than three (3) business days prior to the termination date.
- b. Termination of this Contract will not terminate the license or any other rights granted to Town.

**13. Liability and Indemnity. ARTIST HEREBY RELEASES THE TOWN AND THE TOWN’S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE TOWN AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE “TOWN-RELATED PARTIES”) FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE TOWN-RELATED PARTIES HARMLESS AGAINST ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, AND COSTS (INCLUDING ALL COURT COSTS,**

**REASONABLE ATTORNEYS’ FEES, EXPERTS’ FEES OR OTHER COSTS) INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:**

- a. ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

**14. Copyright Ownership.** Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the license granted to the Town, its successors and assigns, and the tangible ownership rights of the Town in the Work, the Artist shall have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. The Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the Town, its successors, and assigns may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

**15. Covenant; License; Reproduction Rights.**

- a. In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the Town. This covenant will survive termination or expiration of this Contract. However, nothing herein will prevent the Artist from creating future works in the Artist’s manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the composition of the Work in so much as not to reasonably cause confusion with the final Work.
- b. The Artist grants to the Town, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, photographs and digital reproductions of the Work for inclusion in the Town Of Eatonville’s catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic or online media. The Town may include information about the Work and Artist on other plaques or materials and in other information as determined by the Town.
- c. If the Town wishes to make reproductions of the Work for commercial purposes, including, but not limited to, t-shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.
- d. All reproductions by the Town will contain a credit to the Artist in substantially the following form: “Mural by: [\_\_\_\_\_] [2024].”

- e. The Artist will use the Artist’s best efforts in any public showing or résumé use of reproductions to give acknowledgment to the Town in substantially the following form: “An original Work commissioned by and in the public art collection of the Town Of Eatonville, Florida.”
- f. The Town is not responsible for any third-party infringement of Artist’s intellectual property rights and is not responsible for protecting the intellectual property rights of Artist.

**17. Assignment and Transfer.**

- a. Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- b. The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the Town.
- c. The Town will have the right to assign or transfer the Contract, and any and all of the Town’s rights and obligations under the Contract, without Artist’s consent, if the ownership of the property on which the Work is located is transferred.

**18. Entire Contract.** This Contract represents the entire Contract between the Town and the Artist. This Contract may be amended only by written agreement signed by both Parties.

**19. Severability.** If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

**20. Waivers.** A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

**21. Notices.** All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

**To Artist:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_

**To the Town:** **Town Of Eatonville Community Redevelopment Agency**  
*Attn: Shaniqua Rose, CRA Executive Director*  
307 E. Kennedy Blvd.  
Eatonville, Florida 32751  
Email: cra@townofeatonville.org

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

**22. Law Governing and Venue.** This contract is governed by the laws of the state of Florida, and a lawsuit may only be prosecuted on this contract in the County or Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**23. Compliance with Laws.** The Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and the Artist’s services under this Contract.

**24. Additional Contract Documents.** The following documents attached to this Contract are part of this Contract:

Exhibit A: Artist’s Design Proposal

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as follows:

\_\_\_\_\_

**TOWN OF EATONVILLE,  
FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
\_\_\_\_\_, *Artist*

By: \_\_\_\_\_  
**Marlin Daniels, Chair**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
**Veronica King, Town Clerk**



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024-13 Approving the demolition of 225 W. Kennedy Blvd. (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution CRA-R-2024-13</li> <li>• Universal Engineering Inspection Report</li> <li>• Vendor Listed with Orange County</li> <li>• Quote for Demolition</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-13 Approving the demolition of TOECRA property located at 225 W. Kennedy Blvd.

**SUMMARY:** It is the intent of the CRA to reduce or eliminate substandard structures when the cost to rehabilitate is not feasible. The property located at 225 W. Kennedy Blvd has been deemed to be unsafe and not occupiable.

**RECOMMENDATION:** Staff is recommending the TOECRA Board of Directors approve the demolition of TOECRA property located at 225 W. Kennedy Blvd.

**FISCAL & EFFICIENCY DATA:** The cost of the demolition for the property located at 225 W. Kennedy Blvd is \$11,750 to come from line item 303-0515-515-6301; there is \$583,000 available.

**RESOLUTION #CRA-R-2024-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING THE DEMOLITION OF 225 W. KENNEDY BOULEVARD PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Approve the demolition of 225 W. Kennedy Blvd. Eatonville, FL 32751.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE:** TOECRA owns the property located at 225 W. Kennedy Blvd and it is the intent of the CRA to reduce or eliminate substandard structures when the cost to rehabilitate is not feasible.

**SECTION TWO:** TOECRA has received a report from Universal Engineering that 225 W. Kennedy Blvd is unsafe and as the property owner TOECRA must take the necessary steps to mediate.

**SECTION THREE: COST:** Pursuant to the piggyback resolution with Orange County government, TOECRA has reached out to Champion Services of Florida, LLC. to obtain a quote to demolish the house and shed on the property in the amount of \$11,750.

**SECTION FOUR: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION FIVE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION NINE: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

\_\_\_\_\_  
Marlin Daniels, Chair

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk



**REPORT FOR 225 WEST KENNEDY BOULEVARD, TOWN OF EATONVILLE, FLORIDA**

Per Orange County Property Appraiser,

Owner:

DIXON TOMMY LIFE ESTATE

REM: TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

Mailing Address on file: 225 W. Kennedy Blvd., Maitland, Florida 32751

DATE OF SITE VISIT: 3/5/2024

At the request of Shaniqua Rose, CRA Executive Director for Town of Eatonville, I visited this property to assess the condition of the house around 9 a.m.

**The following conditions were noted:**

- The screening is missing on much of the east elevation porch.
- The screen door on the same porch is broken apart and only pieces are attached.
- Wood above openings on the porch is bare unprotected as there is no paint.
- Fascia and soffit on the edge of roof above where screen porch ties into wall is rotted, compromised and open into the attic.
- Screening in eaves on other portions of the house is missing.
- Framing adjacent to the front door is compromised.
- Awnings on the front elevation seem to be compromised.
- The interior is majorly cluttered with miscellaneous household and personal items which may be harboring rodents and bugs.
- A bedroom door is off the hinges.
- Electric and water utilities are shut off.
- Ceiling materials throughout the building are missing or compromised and there is no insulation.

**The building is deemed to be unsafe and not occupiable because:**

- The house lacks functioning utilities.
- The clutter and debris in the house and porch make movement hazardous and may be harboring bugs and rodents.
- The compromised roof eave has been allowing access to the attic for birds, rodents, and varmints.
- The opening described above and shown in attached photos allows wind-driven rain to enter the attic and water to get on the inside of the block wall adjacent to the porch.

**ACTIONS TO BE TAKEN:**

- The owner of the property may abate the issues by demolishing the house. If this option is the path taken, the structure must be checked for asbestos and the asbestos report shall be submitted to the building department with the permit application for demolition. The removal of the shed on the property is up to the owner and was not part of this investigation. The removal of either structure should be cause for a professional pest control company to certify the building pest/rodent free before the demolition commences and after any necessary extermination.
- Abatement may be accomplished by making necessary repairs and addressing the other concerns noted. A permit for the repairs to the eave and soffit and all other parts of the building including screen and screen door is required. The certification should be submitted with the permit application.

#### **CODE REFERENCES:**

##### **FBC 1203.2.1 Openings into attic.**

Exterior openings into the *attic* space of any building intended for human occupancy shall be protected to prevent the entry of birds, squirrels, rodents, snakes and other similar creatures.

##### **FBC 1403.2 Weather Protection**

Exterior walls shall provide the building with a weather-resistant exterior wall envelope.

*It is the intent of the building code that components of the building be constructed so as to not allow water inside the building. -AJ*

*It is the intent of the building, electrical and plumbing codes that the utilities function – water for washing and flushing waste and electric for cooking and appliances. It is essential that utilities be turned on and that provisions for or to appliances, plumbing, heat and lighting be kept functional.*

Respectfully,  
Allen Johnson BN2790 BU1539  
UES  
(321) 271-9056  
[ALJohnson@TeamUES.com](mailto:ALJohnson@TeamUES.com)



















# UNSAFE STRUCTURE

This Building / STRUCTURE is unsafe and its use or occupancy has been prohibited by the Town of Eatonville Building Official!

This notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agent / servants to remove such Notice without the written permission of the Building Official or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

225 W. Kennedy Blvd. Town of Eatonville, Florida \_\_\_\_\_  
PROPERTY ADDRESS

IT IS UNLAWFUL TO REMOVE THIS NOTICE UNTIL NECESSARY CORRECTIONS ARE MADE.

David Olivieri  
BUILDING OFFICIAL

Allen Johnson Inspector Allen Johnson  
POSTED BY AS AUTHORIZED BY THE FLORIDA BUILDING CODE

DATE 3/5/2024 10 AM



TOWN OF EATONVILLE  
UNIVERSAL ENGINEERING SCIENCES 3532 MAGGIE BLVD, ORLANDO FL 32811  
WWW.UNIVERSALENGINEERING.COM

<b>Bid Number:</b> Y24-123	<b>Board Approved Date:</b> 12/20/2023
<b>Title:</b> Air Fresheners in Orange County Convention Center Restrooms	
<b>Awarded Vendor:</b> Commercial Scent-Sations LLC	<b>Contract Amount:</b> \$27,000.00
<b>Bid Number:</b> Y24-124	<b>Board Approved Date:</b> 12/8/2023
<b>Title:</b> VidaCare EZ-IO and Accessories	
<b>Awarded Vendor:</b> Teleflex LLC	<b>Contract Amount:</b> \$0.00
<b>Bid Number:</b> Y24-125	<b>Board Approved Date:</b> 12/12/2023
<b>Title:</b> County Wide Demolition Services	
<b>Awarded Vendor:</b> Champion Services of Florida, LLC	<b>Contract Amount:</b> \$1,063,775.00
<b>Bid Number:</b> Y24-128 B	<b>Board Approved Date:</b> 1/9/2024
<b>Title:</b> Testing and Repair of Backflow Prevention	
<b>Awarded Vendor:</b> Aaron?s Backflow Services, Inc	<b>Contract Amount:</b> \$432,000.00
<b>Bid Number:</b> Y24-128 A	<b>Board Approved Date:</b> 1/9/2024
<b>Title:</b> Testing and Repair of Backflow Prevention	
<b>Awarded Vendor:</b> Nils Humberg Enterprises, LLC dba Ace Flow Control,	<b>Contract Amount:</b> \$372,375.00
<b>Bid Number:</b> Y24-129 B	<b>Board Approved Date:</b> 12/12/2023
<b>Title:</b> Installation and Replacement of Backflow Prevention Assemblies	
<b>Awarded Vendor:</b> Frank Gay Services LLC	<b>Contract Amount:</b> \$2,068,861.40
<b>Bid Number:</b> Y24-129 A	<b>Board Approved Date:</b> 12/12/2023
<b>Title:</b> Installation and Replacement of Backflow Prevention Assemblies	
<b>Awarded Vendor:</b> Nils Humberg Enterprises, LLC d/b/a Ace Flow Control	<b>Contract Amount:</b> \$1,999,710.00

# CHAMPION

## SERVICES of FLORIDA, LLC

Proposal

24-113

December 4, 2023

Town Of Eatonville 307 East Kennedy Blvd. Eatonville, FL 32751	ATTN: Shaniqua Rose <a href="mailto:srose@townofeatonville.org">srose@townofeatonville.org</a> 407-623-8906	RE: 225 W. Kennedy Blvd -Complete-
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We are pleased to provide Town Of Eatonville with this proposal for selective demolition for future development. **(All work is as specified per attached take-off with quantities & locations)**

**Selective Demolition:**

- Remove 1,800 SQ FT (1) Story Single Block House with Porch
- Remove Millwork/ Misc Items in House
- Remove 200 SQ FT Shed
- Remove Misc Items Inside & Around Shed
- Permitting

**Total: \$ 11,750.00**

-All work done in a safe manner to standard industry practices. Material to be recycled if possible.

\*\* Assumed Sewer NO Septic Included in Price \*\*

<p><b>Inclusions:</b></p> <ul style="list-style-type: none"> <li>➤ 1 Mobilization, Scrap salvage rights</li> <li>➤ General liability of \$2M</li> <li>➤ Umbrella policy \$1M</li> <li>➤ Pollution liability of \$2M</li> <li>➤ Automobile liability of \$1M</li> <li>➤ Workers Compensation of \$1M</li> <li>➤ Professional liability of \$2M</li> </ul>	<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>➤ Bonding, Slurry Removal, Dust Preventions, Layouts, GPR Scanning, Engineering, Roof Work, MOT, ROW, SWPP, Safe off MEP, Roof Work, Shoring, Asbestos and Hazmat Survey or Abatement, Floor Prep/ Scarifications or Unknown Additional Flooring, Concrete Pour-Back, Removal or Relocation of Furniture, Wallcovering Removal, Payment or Project Management Admin Fees, Barricades, After Hours Work, Underground Work Protections to Existing Finishes Unless Otherwise Noted, Demolition not Listed on Demolition Plans, and Demo/Work not List or Specifically Called out on this Proposal.</li> </ul>
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-If said project does not allow the use of our dumpsters, project owner/GC will then become responsible for disposal.

-GC to provide sufficient temporary power for equipment/lighting/machines and water for cleaning/concrete-cutting when applicable.



2532 PEMBERTON DRIVE APOPKA, FL 32703  
Phone: 407-250-6755 Fax: 407-250-6756  
State Certified Building Contractor # CBC1263456  
Asbestos Contractor #ZA533



# CHAMPION

SERVICES of FLORIDA, LLC

-Proposal good for 30 days.

Thank you,  
Chris Kepple



2532 PEMBERTON DRIVE APOPKA, FL 32703  
Phone: 407-250-6755 Fax: 407-250-6756  
State Certified Building Contractor # CBC1263456  
Asbestos Contractor #ZA533





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024- 14 Approving the transfer of funds in the amount of \$200,000 the Pilot Infill Home Loan Program for property owners of three (3) or more lots, with annual interest rate of seven percent (7%). **(Administration)**

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"><li>• Resolution CRA-R-2024-14</li><li>• Resolution CRA-R-2019-21</li><li>• Pilot Infill Home Loan Program Process</li></ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-14 Approve the transfer of funds in the amount of \$200,000 for the pilot infill home loan program for property owners of three (3) or more lots, with annual interest rate of seven percent (7%).

**SUMMARY:** The TOECRA Board of Directors authorized the administrative management staff to implement a pilot infill loan program not to exceed a \$100,000.00 for property owners of multiple infill lots (3 minimum) and who seek to develop affordable housing with a minimum square footage of 1,240 square feet and consistent with the Orange County and HUD affordable Housing Guidelines. Currently, the TOECRA Executive Director is seeking to place \$200,000 in the pilot program.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve the transfer of funds in the amount of \$200,000 for the pilot infill home loan program for property owners of three (3) or more lots, with an annual interest rate of seven percent (7%).

**FISCAL & EFFICIENCY DATA:** Transfer \$200,000 from budget line **303-0515-515.6301** (Infrastructure Improvements) which currently has \$583,000 to a Capital Outlay budget line that will be created specifically for the pilot loan program for infill property owners.

RESOLUTION CRA-R-2019-21

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS AUTHORIZING THE ADMINISTRATIVE MANAGEMENT STAFF TO CREATE A PILOT LOAN PROGRAM IN TE AMOUNT OF \$100,000.00 FOR INFILL PROPERTY OWNERS OF 3 LOTS OR MORE; SETTING ANNUAL INTEREST RATE OF SEVEN PERCENT (7%) PER YEAR; ESTABLISHING A 120 DAY LOAN PERIOD PER LOAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA and Board of Directors do hereby support Affordable Housing and affordable housing infill projects; and

**WHEREAS**, the TOECRA and the Board of Directors do hereby desire to carry-out affordable housing loan pool pilot program for infill properties located within the CRA District and per the CRA Plan goals and objectives; and

**WHEREAS**, the TOECRA and Board of Directors do hereby give the administration the authorization to implement said loan pool program; and

**WHEREAS**, the TOECRA and Board of Directors do hereby support 3.1.9 of CRA Master Plan by continuing to invest in neighborhoods and supporting the development of infill housing opportunities through code enforcement, land acquisition, loans, and grants to encourage home ownership; and

**WHEREAS**, the TOECRA and Board of Directors do hereby recognize the CRA Advisory Board approval of said project.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.**

**SECTION ONE: FINDINGS:** the recitals set forth above are hereby acknowledged and accepted by the Eatonville Community Redevelopment Agency as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

**SECTION TWO: AFFORDABLE HOUSING:** The Board of Directors of the Eatonville Community Redevelopment Agency does hereby support 3.1.9 by continuing to invest in neighborhoods and supporting the development of infill housing opportunities through Code Enforcement, land acquisition, loans, and grants to encourage home



ownership. Provide infrastructure support to stabilize residential areas including utilities, sidewalks, bike paths, and recreational amenities.

**SECTION THREE: AUTHORIZATION OF PILOT INFILL LOAN PROGRAM:** The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby authorize the administrative management staff to implement a pilot infill loan program not to exceed a \$100,000.00 for property owners of multiple infill lots (3 minimum) and who seek to develop affordable housing with a minimum square footage of 1240 square feet and consistent with the Orange County and HUD affordable Housing Guidelines.

**SECTION FOUR: CONFLICTS:** All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

**SECTION FIVE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION SIX: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 20<sup>th</sup> day of AUGUST, 2019.**

  
\_\_\_\_\_  
**Chairman, Theodore Washington**

**ATTEST:**  
  
\_\_\_\_\_  
**Cathlene Williams, Town Clerk**

**RESOLUTION #CRA-R-2024-14**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), \$200,000 FOR RESOLUTION CRA-R-2019-21 THE PILOT INFILL HOME LOAN PROGRAM FOR PROPERTY OWNERS OF 3 LOTS OR MORE; SETTING AN INTEREST RATE OF SEVEN PERCENT (7%) PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby support Affordable Housing and affordable housing infill projects; and

**WHEREAS**, the TOECRA Board of Directors do hereby desire to carry-out affordable housing loan pool pilot program for infill properties located within the CRA District and per the CRA Plan goals and objectives; and

**WHEREAS**, the TOECRA Board of Directors do hereby give the administration the authorization to implement said loan program; and

**WHEREAS**, the TOECRA Board of Directors do hereby support 3.1.9 of CRA Master Plan by continuing to invest in neighborhoods and supporting the development of infill housing opportunities through code enforcement, land acquisition, loans, and grants to encourage home ownership; and

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA.**

**SECTION ONE: FINDINGS:** the recitals set forth above are hereby acknowledged and accepted by the Town of Eatonville Community Redevelopment Agency as findings made by the Board of Directors and does hereby incorporate such recitals as findings into this Resolution.

**AFFORDABLE HOUSING:**

**SECTION TWO:** The TOECRA Board of Directors does hereby support 3.1.9 by continuing to invest in neighborhoods and supporting the development of infill housing opportunities through Code Enforcement, land acquisition, loans, and grants to encourage home ownership. Provide infrastructure support to stabilize residential areas including utilities, sidewalks, bike paths, and recreational amenities.

**SECTION THREE: AUTHORIZATION OF PILOT INFILL HOME LOAN PROGRAM:** The TOECRA Board of Directors authorized the administrative management staff to implement a

pilot infill loan program not to exceed a \$100,000.00 for property owners of multiple infill lots (3 minimum) and who seek to develop affordable housing with a minimum square footage of 1,240 square feet and consistent with the Orange County and HUD affordable Housing Guidelines.

**SECTION FOUR: APPLICATION PROCESS:** A property owner with the ability to build a minimum of three (3) or more homes on their property must submit a complete application which shall include a plan to build at least three (3) homes on the site, the cost to build each home on the site from a licensed professional, a construction schedule from a licensed professional to build the home, and proof of any additional funds needed to complete the construction of the home. Once the TOECRA Board approves an application, an invoice must be provided to the TOECRA Executive Director for services rendered by a licensed professional and payments will be made directly to the entity; example: a payment will be made directly to the licensed Architect, Engineer, or General Contractor for work completed.

The TOECRA Board of Directors seek to place a lien on the property until the home is sold to ensure the \$100,000 plus 7% interest up to twelve (12) months; if the home takes more than twelve (12) months to build and sell, TOECRA is entitled to the proration of \$19.18 per day for each day after the first twelve (12) months. The home must be priced for sale in accordance with Orange County and HUD affordable Housing Home Sale Price Cap, which varies year to year.

To increase homeownership and bridge the wealth gap for the Town of Eatonville residents, the property owner is required to work with approved Orange County Housing agencies to find qualified first-time homebuyers who are Eatonville residents, who are ready to purchase, and these Eatonville residents should be given first right to purchase based on the sale price in accordance with Orange County and HUD affordable Housing Home Sale Price Cap, which varies year to year.

Each property owner is only allowed to receive funding to build one home at a time, but the property owner may submit an application to receive an additional \$100,000 loan to build more homes on the property after the first home is sold.

Funds cannot be used on the applicant's primary residence. The loan will be repaid at the time of sale for home ownership. Applicant must demonstrate the financial capacity to deliver the construction of a new home. Individual properties may receive loan funds only one home at a time. Funds are on a first come first served basis. The property must be free and clear of back taxes, nuisance liens, or administrative fines. The property must not be a homestead property.

**SECTION SEVEN: INELIGIBLE EXPENSES:** These funds cannot be used to paying back taxes on a property; paying nuisance liens or administrative fines for property, paying for permit, mobility, or other development fees; paying for attorney fees and court costs for quiet title actions, paying for demolition of abandoned or condemned property; providing funds for asbestos abatement or lead paint or pipe abatement, and providing funds for septic tank repair or replacement for properties being developed for affordable housing. Funds cannot be used for land acquisition.

**SECTION EIGHT: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION NINE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION TEN: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Marlin Daniels, Chair

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk



**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
PILOT INFILL HOME LOAN PROGRAM**

**APPLICATION INSTRUCTIONS  
Funding is subject to availability**

The Pilot Infill Home Loan Program is designed to further the affordable housing goals of the Town of Eatonville Community Redevelopment Agency (TOECRA). The program will provide up to \$100,000 in loan funds for eligible projects. Properties must be located within TOECRA. The TOECRA has appropriated \$200,000 in funding to establish the Infill Development Loan Program and all completed applications will receive funds on a first come, first serve basis as long as funding allows.

The TOECRA Board of Directors authorized the administrative management staff to implement a pilot infill home loan program not to exceed a \$100,000.00 for property owners of multiple infill lots, three (3) minimum, and who seek to develop affordable housing with a minimum square footage of 1,240 square feet and consistent with the Orange County and HUD affordable Housing Guidelines.

**Eligible Applicants:**

- Property owners with three (3) minimum lots.
- All for-profit and not-for-profit property owners are eligible.
- Applicants must be an active corporation listed with the Florida Division of Corporations.
- Applicants must be able to demonstrate the financial capacity to complete the project.
- Applicants must also submit project specific items such as site plans, scopes of work, development budgets, operational budgets, and development timelines.

**Ineligible Loan Uses:**

- Back taxes (only applicable if not incurred during ownership).
- Nuisance liens or administrative fines prior to site control.
- Permit, mobility or other development fees.
- Attorney fees and court costs for quiet title actions.
- Demolition of abandoned or condemned property.
- Asbestos, lead paint or pipe abatement.
- Septic tank repair or replacement.
- Closing costs for acquisition.
- Relocation of any tenants on property is not permitted.

**Loan Terms:**

- \$100,000 with 7% interest for the first twelve (12) months.
  - If the home is not sold within twelve (12) months there is a \$19.18 daily proration fee.
- Individual properties may receive loan funds for one home at a time.
- Property must be developed and sold within 12 months of award of funds or proration fees will be applied.

**Loan Program Instructions:**

The Pilot Infill Home Loan Program will provide up to \$100,000 in loan funds for eligible projects. A project can include more than one property. One (1) application is allowed per organization, per house being built. Applicants must submit a completed loan application. The loan application is not deemed complete until all forms have been verified for accuracy and signed off by the TOECRA Executive Director or designee.

A property owner with the ability to build a minimum of three (3) or more homes on their property must submit a complete application, which shall include a plan to build at least three (3) homes on the site, the costs to build each home on the site from a licensed professional, a construction schedule from a licensed professional to build the homes, and proof of any additional funds needed to complete the construction of the home.

All completed applications must be reviewed and approved by the TOECRA Board of Directors. Once the application has been approved, the applicant must provide each invoice to the TOECRA Executive Director for services rendered by a licensed professional and payments will be made directly to the entity; example: a payment will be made directly to the licensed Architect, Engineer, or General Contractor for work completed.

The TOECRA Board of Directors seek to place a lien on the property until the home is sold to ensure the \$100,000 plus 7% interest up to twelve (12) months; if the home takes more than twelve (12) months to build and sell, TOECRA is entitled to the proration of \$19.18 per day for each day after the first twelve (12) months. The home must be priced for sale in accordance with Orange County and HUD affordable Housing Home Sale Price Cap, which varies year to year.

To increase homeownership and bridge the wealth gap for the Town of Eatonville residents, the property owner is required to work with approved Orange County Housing agencies to find qualified first-time homebuyers who are Eatonville residents, who are ready to purchase, and these Eatonville residents should be given first right to purchase based on the sale price in accordance with Orange County and HUD affordable Housing Home Sale Price Cap, which varies year to year.

Each property owner is only allowed to receive funding to build one home at a time, but the property owner may submit an application to receive an additional \$100,000 loan to build more homes on the property after the first home is sold.

Funds cannot be used on the applicant's primary residence. The loan will be repaid at the time of sale. Applicant must demonstrate the financial capacity to deliver the construction of a new home. Individual properties may receive loan funds only one home at a time. Funds are on a first come first served basis. The property must be free and clear of back taxes, nuisance liens, or administrative fines. The property must not be a homestead property. Incomplete applications will not be accepted. All funding is subject to availability and the program is first come, first serve. Projects will receive a lien that will be placed against the property until the property is sold. TOECRA will provide funding to the licensed professional upon receipt of invoices.

**Loan Program Instructions:**

The goal of the Pilot Infill Home Loan Program is to further Affordable Housing opportunities within the Town of Eatonville Community Redevelopment Agency. Applicants will need to submit site specific project information including but not limited to evidence of proper zoning, water & sewer availability, site plans, scopes of work, development budgets, operational budgets and appraisals. Incomplete applications will not be accepted. Project underwriting will be completed by City staff and all funds will be available on a first come first served basis. Loans will be secured by mortgage documents.



TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
PILOT INFILL HOME LOAN PROGRAM

APPLICATION INSTRUCTIONS  
Funding is subject to availability

Property Owner Name: \_\_\_\_\_

Co-Property Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number(s): **(Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

Do you currently own the property? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

PROJECT DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you received any funding assistance from the Town of Eatonville to date? \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

If yes, please provide program name(s), dates and amounts awarded:

\_\_\_\_\_  
\_\_\_\_\_

For any questions, please contact the Town of Eatonville CRA at 407-623-8916 or email [cra@townofeatonville.org](mailto:cra@townofeatonville.org). Applications can be submitted to [cra@townofeatonville.org](mailto:cra@townofeatonville.org) or in person at Town of Eatonville Town Hall, 307 E. Kennedy Blvd. Eatonville, FL 32751.

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

The Applicant, \_\_\_\_\_, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Town of Eatonville Community Redevelopment Agency (TOECRA) Staff is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. The TOECRA maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Infill Development Loan Program, the Applicant agrees that it will enter into a Funding Agreement with the Town of Eatonville Community Redevelopment Agency with terms relating to, among other things, the TOECRA’s right to receive re-payment of program funds, the TOECRA’s right to review and audit any and all records related to the Agreement, and the TOECRA’s payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Pilot Infill Home Loan Program policies, procedures, and conditions.*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_



THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT  
STATE OF FLORIDA  
COUNTY OF ORANGE

*Before me, the undersigned authority, this day personally appeared*

Who, duly sworn, upon oath, deposes and says:

1. That they are the duly authorized representative of owner requesting approval of façade loan for the property described below.
2. That all owners that they represent have given their full and complete permission for them to act on their half for the above-stated request.
3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses, and legal descriptions for the real property, of which they are the owner of representative.
4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that recommendations may be made by the TOE's Historic Preservation Board, and TOE Planning in connection with this funding request. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

PROPERTY ADDRESS

\_\_\_\_\_

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public, State of Florida at Large  
My Commission Expires:



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024- 5 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP).  
**(Administration)**

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution CRA-R-2024-5</li> <li>• Program Overview</li> <li>• Program Funding Agreement Sample</li> <li>• Program Application Sample</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-5 Authorizing the Approval of a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP).

**SUMMARY:** The Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) is designed to revitalize business corridors and abandoned buildings within the TOECRA limits through funding for building façade, site improvements, and/or building reuse improvements. The goal of the SBFSARP is to preserve our history, contribute to our economic vitality by promoting small business and to cultivate vibrant neighborhood business corridors. The SBFSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve Resolution CRA-R-2024-5 Authorizing the Approval of a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP).

**FISCAL & EFFICIENCY DATA:** None

**RESOLUTION #CRA-R-2024-5**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM (SBFSARP) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby approve a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP).

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE: PROGRAM OVERVIEW:** The Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville CRA limits through funding for building façade, site improvements, and/or building reuse improvements. The goal of the SBFSARP is to preserve our history, contribute to our economic vitality by promoting small business and to cultivate vibrant neighborhood business corridors. The SBFSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA.

**SECTION TWO: ELGIBILITY REQUIREMENTS:** Buildings must be located within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits. Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) funding must only be awarded for eligible properties that pay ad valorem taxes. Applicants must be a commercial property owner or lease, new for-profit business moving into an existing site, or an existing for-profit business (tenant) in the TOECRA. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>. All existing business owner applicants must possess a current Town of Eatonville Business Tax license. All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property. All applicants must propose a minimum of three distinct improvements. All applicants (business and property owner) must not have outstanding code enforcement violations or liens.

**SECTION THREE: INELIGIBLE APPLICANTS:**

- |                                |  |
|--------------------------------|--|
| National franchises.           | Health and medical industries.           |
| Residential property.          | Agricultural service industries.         |
| Nightclubs, bars or taverns.   | Businesses that sell drug paraphernalia. |
| Not-for-profit organizations.  | Government-owned or occupied buildings.  |
| Church/religious institutions. |  |

- Any business or commercial property that is not current with state and local taxes, and/or has any outstanding tax lien (s) against any property.
- Any business or commercial property with outstanding debt to the TOE or TOECRA.

- Any business or commercial property with outstanding code enforcement violations or liens.

A copy of the business' license issued by the Florida Department of Business & Professional Regulation may be requested to determine eligibility.

**SECTION FOUR: PURPOSE:** The Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits through funding for building façade, site improvements, and/or building reuse improvements (“Award”). The goal of the SBFSARP is to preserve our history, contribute to our economic vitality by promoting small business, and to cultivate vibrant neighborhood business corridors. The SBFSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA. Over time, the taxable valuation of the improved properties will increase, thus increasing the amount of funds available to revitalize the TOECRA.

**SECTION FIVE: PROGRAM STRUCTURE AND CRITERIA FOR SELECTION:**

The TOECRA will oversee the SBFSARP. The building façade, site and reuse improvements are defined as the renovation/restoration of building faces or sites that are visible from the street and any internal life safety and/or building code (MEP) requirements that arise from a change of use to a building. Funding is based on budget availability and will be considered on a “first come, first served basis”. Application submission does not guarantee approval. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding.

All members of the entity applying for the program must sign the grant application. For example, if the applicant is the property owner, all property owners, authorized corporate officers, or partners must sign the application. If the applicant is the tenant, with the property owners' consent, all authorized corporate officers or partners of the tenant business must sign the application.

Tenants who apply for the program must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term or that extends through the program agreement term (up to five years) as well as a notarized letter from the property owner. Prior to consideration for a SBFSARP Award, the subject property must be free from any liens (excluding mortgage liens), judgments, or encumbrances of any kind (excluding easements), and all TOECRA obligations must be current. On a case-by-case basis the TOECRA may waive the TOECRA obligation requirement if related to a Code Enforcement action on a building's change of use. The TOECRA reserves the right to contract for a title search and/or ownership and encumbrance report at the TOECRA's discretion, the cost for which will be deducted from the award at the time of disbursement, if funding is approved.

All applicants for a SBFSARP Award must submit to a criminal background check. If the applicant is a corporate entity, the president, director, manager, or, in the case of a partnership, all partners shall submit to a criminal background check. In order to be eligible for funding, applicants must not have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial/economic crimes within the past ten (10) years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, results of the background check will be included in the documentation provided to the SBFSARP Review Committee for consideration as part of the application.

**SECTION SIX: SBFSARP REVIEW COMMITTEE:** The SBFSARP Review Committee is designated by the TOECRA to review applications on a quarterly basis and to make recommendations of approval, with or without conditions, to the TOECRA Directors. Special meetings may be called for time sensitive projects by at least two (2) members of the Committee by written notification to the SBFSARP Program Coordinator subject to staff recommendation and the Applicant’s submittal of a complete application.

The SBFSARP Review Committee is comprised of a representative of the Planning Division designated by the CAO, a representative of the TOECRA Departments, and a representative from the community designated by the TOECRA Directors. Each representative from the community shall serve for a one-year term, after their term is up, another TOECRA Director will appoint a new representative from the community.

**SECTION SEVEN: PROGRAM FUNDING:** The funding awarded will be based on the lowest of at least three (3) qualified bids submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The TOECRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Under the program, the TOECRA will reimburse 50% of the total project cost. Except for multi-tenant buildings, total award assistance from the TOECRA shall not exceed \$10,000 for façade and site improvements only. If applying for Mechanical, Electrical, or Plumbing (MEP) and/or life safety improvements, as required for a change of use, the award assistance from the TOECRA shall not exceed \$20,000. If applying for façade, site improvements and MEP/life safety improvements, the award assistance should not exceed \$30,000.

All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade and site improvements only, award amounts of \$1,000 to \$9,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$10,000 to \$14,999, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. For award amounts of \$15,000 to \$30,000, payment to the TOECRA is deferred for a five (5) year period where the loan depreciates at 20% each year.

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade, site improvements and/or change of use improvements, award amounts of \$1,000 to \$19,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$20,000 to \$30,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the TOECRA is deferred for a three (3) year period regardless of the award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

Funding for multi-tenant buildings is set forth in a separate section herein entitled “Multi-tenant Buildings”. If the property is demolished, the title to the property has been transferred, the property has been refinanced,

or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.

Should the façade, site, building code, and/or life safety improvements be altered, destroyed or demolished, or the terms of the Funding Agreement be violated, the outstanding balance of the deferred loan will become due and payable. All Applicants (and property owners if the applicant is a tenant) must sign the Funding Agreement. In order to ensure that funds are available, improvements to be made under this program must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the date of execution of the funding agreement. Extensions may be granted by the TOECRA Executive Director given just cause by the applicant. (e.g. contractor delays, Acts of God, etc.).

Applications shall meet the criteria outlined below:

1. Buildings must be located within the TOECRA. Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) funding shall only be awarded for eligible properties that pay ad valorem taxes.
2. Applicants must be a commercial property owner and/ or a new, for-profit business (tenant) moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.
3. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
4. All existing business owner applicants must possess a current TOE Business License.
5. All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
6. All applicants must propose a minimum of three (3) distinct improvements.
7. All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).
8. Except for multi-tenant buildings, only one (1) award per property owner or tenant per fiscal year, and only one (1) award per property per five-year term. When an entity owns multiple properties that are adjacent, the funding may be shared between these properties for a unified improvement plan. When an entity owns multiple properties that are not adjacent, only one (1) property may receive award monies in that fiscal year.
9. Prior to an application being reviewed by the SBFSARP Review Committee, all proposed improvements must meet the requirements of the TOECRA Code requirements. Approvals or Certificates issued do not guarantee approval of an SBFSARP Grant.
10. Applications must be approved by TOECRA Directors prior to the commencement of any façade, site, MEP and/or life safety improvement work sought to be covered under this Program. No funding will be awarded retroactively.
11. Funding shall be approved by the SBFSARP Review Committee, based upon factors including:
  - Location within a high traffic, high visibility area/business corridor
  - Improvement to the overall appearance of the site
  - Quality of design
  - Consistency of proposed facade design with design goals of surrounding area
  - Location within an TOECRA
  - Contribution to historic renovation or restoration
  - Will serve as a catalyst for redevelopment
  - Incorporation of sustainable materials and/or methods

- Business tenure in the TOECRA
- Only completed applications will be accepted
- o Incomplete applications will be returned to the applicant.

**SECTION EIGHT: MULTI-TENANT BUILDINGS FAÇADE AND SITE IMPROVEMENTS**

1. Property Owner Applicants: Property owners who lease to two or more street level businesses in a single building (multi-tenant building) with clearly defined entrances into storefronts that are visible from the public right-of-way may apply for the program assistance for façade and site improvements. The term of the program agreement shall be for five (5) years. If the owner seeks program assistance for more than one multi-tenant building, the owner may submit an application for one of the buildings in one fiscal year, and an application for the other building in the following fiscal year. Multi-tenant building owners may apply for program assistance a second time for the same multi-tenant building after the expiration of the first program agreement.
2. Business Owner Applicants: Business owners who lease space in a multi-tenant building (tenants) containing clearly defined entrances into storefronts that are visible from the public right-of-way may apply for program assistance for façade and site improvements. The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time for the same tenant space two (2) years after the expiration of the first program agreement. The property owner must sign an affidavit acknowledging that they have reviewed the tenants’ proposal/plans for the façade and site improvements.
3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for façade and site improvements shall not exceed \$30,000 per building.

**SECTION NINE: ADAPTIVE REUSE IMPROVEMENTS**

1. Business Owner Applicants: The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time two (2) years after the expiration of the first program agreement. The tenant must be the original business entity and be in the process of expansion either on the same property or on a different property and incur additional change of use requirements. If a new tenant is occupying a space that has previously qualified for program assistance for adaptive reuse improvements, the new tenant may apply for the program ONLY if it is undergoing a change of use for that space. The property owner must sign an affidavit acknowledging that they have reviewed the tenants’ proposal/plans.
2. Property Owner Applicants: Only tenants may apply for these types of improvements.
3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for adaptive reuse improvements shall not exceed \$2,000 per tenant space. If a tenant is applying for both façade/site improvements and adaptive reuse improvements, the award assistance should not exceed \$30,000. Additional Funding Information All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. Applicants that fall within the TOECRA’s Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost. Eligible Improvements Property owners and/or tenants may apply for the Program. Tenants applying for funding shall provide written permission from the property owner in addition to the signed Owner’s Affidavit. The entire building façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. A minimum of three (3) improvements must be proposed.

Eligible costs for Grant participation include, but are not limited to:

- a. Façade Rehabilitation
- b. Removal of non-contributing false facades
- c. Building cleaning (non-sandblasting)
- d. Stucco restoration

- e. Tuck pointing masonry
- f. Painting
- g. Replacement or reconstructive woodwork
- h. New doors and windows
- i. Restoration of historically appropriate doors, windows, or building features
- j. Signs, awnings, murals, and canopies (must be associated with other façade improvements and no more than 50% of total Grant may be used toward signage or mural.
  - An exemption can be made for properties located within special plan areas.
  - Mural design must be approved by the SBFSARP Review Committee
  - The SBFSARP Committee has the authority to deny funding for a mural if it determines that there are imperative improvements needed on the site.
- k. Exterior lighting
- l. Fencing
  - Exterior building fencing
  - Dumpster enclosure fencing
- m. Site Improvements
  - Landscaping
    - Includes hardscaping around perimeter of property.
    - Irrigation may also be included if required to support landscaping.
    - Preference given to drought-tolerant trees and plants - must be compliant with TOECRA Code
  - Parking lot improvements
    - Parking lot improvements must be permanent (temporary and conditional uses not eligible).
    - Parking lot improvements must be visible from the public right-of-way, adjacent to the front of the façade
  - Fencing around the perimeter of the property
    - Must be associated with other improvements
  - Must be consistent with TOECRA Code m. MEP Improvements
    - Must be associated with a buildings change of use
    - Must be compliant with the TOECRA Code and State of Florida Building Code
    - Improvements include but are not limited to:
      - Mechanical
      - Electrical
      - Plumbing
  - Interior Life Safety Improvements
    - Must be associated with a buildings' change of use
    - Must be compliant with TOECRA Code and State of Florida Building Code
    - Improvements include but are not limited to:
      - Fire walls
      - Sprinklers
      - Egress
      - Fire alarm, exit signs and automatic lights.

It is strongly recommended that applicants retain the services of a registered architect, or similarly qualified licensed design professional, to prepare plans, drawings, and construction specifications for their project. Fees for services provided by a registered architect or similarly qualified design professional may be counted towards the applicant's program match.

**SECTION TEN: INELIGIBLE ITEMS:** The following items are ineligible for reimbursement:



1. New building construction or new building additions
2. Roofs
3. Structural improvements
4. Interior improvements (not including MEP and/or life safety improvements related to a change of use)
5. Refinancing existing debts
6. Non-fixed improvements, inventory, or equipment
7. Payroll (not including work to be done by owners as part of grant match) and associated overhead costs
8. Improvements or expenditures made prior to execution of the funding agreement
9. General periodic maintenance
10. Consultant fees
11. Costs associated with architectural design or preparation of construction documents

**SECTION ELEVEN: PROCEDURES:** The procedure for project review is as follows:

1. **Pre-Application Meeting** The applicant is required to meet with the SBFSARP Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application.
2. **Program Submission** must include the Grant application and all attachments may be submitted to the FSRP Program Coordinator for formal consideration of funding.
  - a. A \$100 non-refundable application fee is due with application submission.
    - i. The application fee offsets the cost of background checks and other necessary due diligence performed by the SBFSARP Program Coordinator.
3. **Review Program Application:** Once an eligible application and the supporting documents are received, the SBFSARP Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements.
  - a. All eligible applications will be forwarded to the SBFSARP Review Committee for review according to the program criteria in an interview format with the applicant.
  - b. The Committee may recommend approval, denial, modification, or tabling applications. If the Committee recommends approval of an application, it shall establish the TOECRA's maximum award participation (not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.
4. **Final Agreement and Construction** Once the SBFSARP Review Committee recommends approval, a funding agreement will be presented to TOECRA Council for approval.
  - a. If approved for funding, the applicant (and property owners, if a tenant is the applicant) shall sign the required funding agreement.
    - i. After the funding agreement has been executed on behalf of the TOECRA, the applicant may secure permission from the TOECRA to construct by securing appropriate building permits.
    - ii. Substantial modifications to final plans or change orders to construction documents which produce visible differences in the previously approved façade design will require review and approval of the SBFSARP Review Committee.
    - iii. Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSRP Program Coordinator prior to commencement of any work associated with the funding.
5. **Construction Approval** On completion of construction, including final inspection by the Planning Division, the awardee shall submit a request for reimbursement to the SBFSARP Program Coordinator.
  - a. Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
    - i. Proof of all project costs, including contractor invoices
    - ii. Receipts proving payment for services and supplies

- iii. Lien release(s) by the contractor(s)
  - iv. One photo of each improvement and at least one photo of the entire façade, MEP and/or life safety improvements.
  - v. The SBFSARP Program Coordinator will certify that all work was permitted and inspected by the TOECRA’s Planning Division and verify the work was completed in a satisfactory and professional manner.
  - vi. Discrepancies will be noted and a time frame for their correction will be established as necessary.
  - vii. If there is a strong deviation in improvements as approved by the SBFSARP Review Committee, the TOECRA reserves the right to deny reimbursement.
6. Disbursements Funds will generally be provided upon completion of the project. However, at the TOECRA’s discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed.
- a. Reimbursements will be made according to TOECRA’s accounting procedures with funds disbursed by check payable to the grantee.
  - b. All funds shall be issued to the awardee on a reimbursement basis only.
  - c. Available Funds: TOECRA may from time to time at its discretion establish annual funding for the program.

**SECTION TWELVE: DISCLOSURES:** The TOECRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and awardees. The TOECRA retains the right to amend the program guidelines, deviate from the guidelines, and amend agreements and/or application procedures. The TOECRA also retains the right to deny applications. The TOECRA also retains the right to display and advertise properties that receive matching funds under this program.

**SECTION THIRTEEN: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION FOURTEEN: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION FIFTEEN: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
**Angie Gardner, Chair**

ATTEST:

\_\_\_\_\_  
 Veronica L. King, Town Clerk



**SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM**

**APPLICATION CHECKLIST**

All items on the checklist are required to submit your application. Incomplete applications cannot be accepted.

PLEASE SUBMIT TWO (2) COMPLETE SETS OF THE APPLICATION AND RELATED DOCUMENTS

\_\_\_\_\_ Original Application (Including Project Description and Application Signature pages)

\_\_\_\_\_ Color photographs of all building walls that can be seen from the street (Photos must be 8”x10” or larger, must show the entire building façade in each photo, and must clearly indicate existing façade details.)

\_\_\_\_\_ Owner’s Affidavit (Must be completed, signed, and notarized)

\_\_\_\_\_ Current Site Survey

\_\_\_\_\_ Building Permit Number (if applicable)

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

SMALL BUSINESS FACADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM APPLICATION

APPLICANT INFORMATION

Applicant: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Business Owner/Property Owner(s): \_\_\_\_\_

Project Address: \_\_\_\_\_

Business Name (as filed with State of FL): \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**PROPERTY INFORMATION:**

Parcel ID Number: \_\_\_\_\_

Town of Eatonville City Planning/Zoning: \_\_\_\_\_

Multi-tenant Building: \_\_\_ Yes \_\_\_ No

**BUSINESS OWNER APPLICANTS ONLY:**

Number of existing/proposed new employees: \_\_\_\_\_ Existing \_\_\_\_\_ New

Annual sales/Gross receipts (actual or proposed): \_\_\_\_\_

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

PROJECT DESCRIPTION (A minimum of 3 different items must be proposed)

Multiple horizontal lines for project description input.

1. Façade Improvement Costs \$ \_\_\_\_\_

2. Life Safety Improvement Costs \$ \_\_\_\_\_

3. Mechanical/Electrical/Plumbing Costs \$ \_\_\_\_\_

4. Total Project Cost \$ \_\_\_\_\_

5. Total Program Funding Requested \$ \_\_\_\_\_

6. Applicant's Funding \$ \_\_\_\_\_

Maximum funding for Façade & Site Improvements = \$10,000

Maximum funding for Life Safety & MEP Improvements = \$20,000 (Business Owner)

Maximum funding for combination of Façade, Site Improvements & Life Safety & MEP Improvements = \$30,000

Have you received any funding assistance from the Town of Eatonville to date? \_\_\_\_\_

If yes, please provide program name(s), dates and amounts awarded: \_\_\_\_\_

Two horizontal lines for providing program details.

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

APPLICATION SIGNATURE

The Applicant, \_\_\_\_\_, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Town of Eatonville Community Redevelopment Agency (TOECRA) Staff and the Façade Review Committee is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. The TOECRA maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Small Business Façade, Site Improvement and Adaptive Reuse Program, the Applicant agrees that it will enter into a Funding Agreement with the Town of Eatonville Community Redevelopment Agency with terms relating to, among other things, the TOECRA’s right to receive re- payment of program funds, the TOECRA’s right to review and audit any and all records related to the Agreement, and the TOECRA’s payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

*By signing below, the Applicant authorizes the Town of Eatonville Community Redevelopment Agency to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.*

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Small Business Façade Program policies, procedures, and conditions.*

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT  
STATE OF FLORIDA  
COUNTY OF ORANGE

Before me, the undersigned authority, this day personally appeared

Who, duly sworn, upon oath, deposes and says:

- 1. That they are the duly authorized representative of owner requesting approval of façade grant for the property described below.
- 2. That all owners that they represent have given their full and complete permission for them to act on their half for the above-stated request.
- 3. That the following description set forth in this document is made a part of this affidavit and contains the current names, mailing addresses, and legal descriptions for the real property, of which they are the owner of representative.
- 4. That I acknowledge the applicant's request for funding to make alterations to the property and understand that recommendations may be made by the TOE's Historic Preservation Board, and TOE Planning in connection with this funding request. I, therefore, give my consent to the project described in this application.

Further Affiant sayeth not.

Signature \_\_\_\_\_

PROPERTY DESCRIPTION

\_\_\_\_\_  
\_\_\_\_\_

PROPERTY ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public, State of Florida at Large  
My Commission Expires:



## **SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM**

### **Program Overview**

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville CRA limits through funding for building façade, site improvements, and/or building reuse improvements. The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business and to cultivate vibrant neighborhood business corridors. The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA.

### **Eligibility Requirements**

- Buildings must be located within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits. Small Business Façade, Site and Adaptive Reuse Improvement funding must only be awarded for eligible properties that pay ad valorem taxes.
- Applicants must be a commercial property owner or lease, new for-profit business moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.
- All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
- All existing business owner applicants must possess a current Town of Eatonville Business Tax license.
- All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
- All applicants must propose a minimum of three distinct improvements.
- All applicants (business and property owner) must not have outstanding code enforcement violations or liens.

### **Ineligible Applicants\***

- National franchises.
- Residential property.
- Nightclubs, bars or taverns.
- Not-for-profit organizations.
- Church/religious institutions.
- Health and medical industries.
- Agricultural service industries.
- Businesses that sell drug paraphernalia.
- Government-owned or occupied buildings.
- Any business or commercial property with outstanding debt to the TOE or TOECRA.
- Any business or commercial property with outstanding code enforcement violations or liens.



- Any business or commercial property that is not current with state and local taxes, and/or has any outstanding tax lien(s) against any property.

A copy of the business' license issued by the Florida Department of Business & Professional Regulation may be requested to determine eligibility.

## SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM - Breathing Life into Old Buildings and into Entrepreneur's Dreams

### **Policies, Procedures and Conditions**

#### **Purpose**

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits through funding for building façade, site improvements, and/or building reuse improvements ("Award"). The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business, and to cultivate vibrant neighborhood business corridors.

The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA. Over time, the taxable valuation of the improved properties will increase, thus increasing the amount of funds available to revitalize the TOECRA.

#### **Program Structure and Criteria for Selection**

The TOECRA will oversee the FSARP. The building façade, site and reuse improvements are defined as the renovation/restoration of building faces or sites that are visible from the street and any internal life safety and/or building code (MEP) requirements that arise from a change of use to a building. Funding is based on budget availability and will be considered on a "first come, first served basis". Application submission does not guarantee approval. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding.

All members of the entity applying for the program must sign the grant application. For example, if the applicant is the property owner, all property owners, authorized corporate officers, or partners must sign the application. If the applicant is the tenant, with the property owners' consent, all authorized corporate officers or partners of the tenant business must sign the application.

Tenants who apply for the program must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term or that extends through the program agreement term (up to five years) as well as a notarized letter from the property owner. Prior to consideration for a FSARP Award, the subject property must be free from any liens (excluding mortgage liens), judgments, or encumbrances of any kind (excluding easements), and all TOECRA obligations must be current. On a case-by-case basis the TOECRA may waive the TOECRA obligation requirement if related to a Code Enforcement action on a building's change of use. The TOECRA reserves the right to contract for a title search and/or ownership and encumbrance report at the TOECRA's discretion, the cost for which will be deducted from the award at the time of disbursement, if funding is approved.

All applicants for a FSARP Award must submit to a criminal background check. If the applicant is a corporate entity, the president, director, manager, or, in the case of a partnership, all partners shall submit to a criminal background check. In order to be eligible for funding, applicants must not have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial/economic crimes within the past ten (10) years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, results of the background check will be included in the documentation provided to the FSARP Review Committee for consideration as part of the application.

**FSARP Review Committee**

The FSARP Review Committee is designated by the TOECRA to review applications on a quarterly basis and to make recommendations of approval, with or without conditions, to the TOECRA Directors. Special meetings may be called for time sensitive projects by at least two (2) members of the Committee by written notification to the FSARP Program Coordinator subject to staff recommendation and the Applicant’s submittal of a complete application.

The FSARP Review Committee is comprised of a representative of the Planning Division designated by the CAO, a representative of the TOECRA Departments, and a representative from the community designated by the TOECRA Directors. Each representative from the community shall serve for a one-year term, after their term is up, another TOECRA Director will appoint a new representative from the community.

**Program Funding**

The funding awarded will be based on the lowest of at least three (3) qualified bids submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The TOECRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Under the program, the TOECRA will reimburse 50% of the total project cost. Except for multi-tenant buildings, total award assistance from the TOECRA shall not exceed \$10,000 for façade and site improvements only. If applying for Mechanical, Electrical, or Plumbing (MEP) and/or life safety improvements, as required for a change of use, the award assistance from the TOECRA shall not exceed \$20,000. If applying for façade, site improvements and MEP/life safety improvements, the award assistance should not exceed \$30,000.

All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade and site improvements only, award amounts of \$1,000 to \$9,999, payment to the TOECRA is deferred for a three (3) year period where

the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$10,000 to \$14,999, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety.

For award amounts of \$15,000 to \$30,000, payment to the TOECRA is deferred for a five (5) year period where the loan depreciates at 20% each year.

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade, site improvements and/or change of use improvements, award amounts of \$1,000 to \$19,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$20,000 to \$30,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety.

For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the TOECRA is deferred for a three (3) year period regardless of the award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

Funding for multi-tenant buildings is set forth in a separate section herein entitled “Multi-tenant Buildings”. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.

Should the façade, site, building code, and/or life safety improvements be altered, destroyed or demolished, or the terms of the Funding Agreement be violated, the outstanding balance of the deferred loan will become due and payable. All Applicants (and property owners if the applicant is a tenant) must sign the Funding Agreement. In order to ensure that funds are available, improvements to be made under this program must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the date of execution of the funding agreement. Extensions may be granted by the CRA Executive Director given just cause by the applicant. (e.g. contractor delays, Acts of God, etc.).

Applications shall meet the criteria outlined below:

1. Buildings must be located within the TOECRA. Small Business Façade, Site and Adaptive Reuse Improvement funding shall only be awarded for eligible properties that pay ad valorem taxes.
2. Applicants must be a commercial property owner and/ or a new, for-profit business (tenant) moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.

3. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
4. All existing business owner applicants must possess a current TOE Business License.
5. All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
6. All applicants must propose a minimum of three (3) distinct improvements.
7. All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).
8. Except for multi-tenant buildings, only one (1) award per property owner or tenant per fiscal year, and only one (1) award per property per five-year term. When an entity owns multiple properties that are adjacent, the funding may be shared between these properties for a unified improvement plan. When an entity owns multiple properties that are not adjacent, only one (1) property may receive award monies in that fiscal year.
9. Prior to an application being reviewed by the FSARP Review Committee, all proposed improvements must meet the requirements of the TOECRA Code requirements. Approvals or Certificates issued do not guarantee approval of a FSARP Grant.
10. Applications must be approved by TOECRA Directors prior to the commencement of any façade, site, MEP and/or life safety improvement work sought to be covered under this Program. No funding will be awarded retroactively.
11. Funding shall be approved by the FSARP Review Committee, based upon factors including:
  - Location within a high traffic, high visibility area/business corridor
  - Improvement to the overall appearance of the site
  - Quality of design
  - Consistency of proposed facade design with design goals of surrounding area
  - Location within an TOECRA
  - Contribution to historic renovation or restoration
  - Will serve as a catalyst for redevelopment
  - Incorporation of sustainable materials and/or methods
  - Business tenure in the TOECRA
  - Only completed applications will be accepted
    - Incomplete applications will be returned to the applicant.

### **Multi-tenant Buildings Façade and Site Improvements**

1. Property Owner Applicants: Property owners who lease to two or more street level businesses in a single building (multi-tenant building) with clearly defined entrances into storefronts that are visible from the public right-of-way may apply for the program assistance for façade and site improvements. The term of the program agreement shall be for five (5) years. If the owner seeks program assistance for more than one multi-tenant building, the owner may submit an application for one of the buildings in one fiscal year, and an application for the other building in the following fiscal year. Multi-tenant building owners may apply for program assistance a second time for the same multi-tenant building after the expiration of the first program agreement.
2. Business Owner Applicants: Business owners who lease space in a multi-tenant building (tenants) containing clearly defined entrances into storefronts that are visible from the public right-of-way may apply for program assistance for façade and site improvements. The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time for the same tenant space two (2) years after the expiration of the first program agreement. The property

owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans for the façade and site improvements.

3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for façade and site improvements shall not exceed \$30,000 per building.

### **Adaptive Reuse Improvements**

1. Business Owner Applicants: The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time two (2) years after the expiration of the first program agreement. The tenant must be the original business entity and be in the process of expansion either on the same property or on a different property and incur additional change of use requirements. If a new tenant is occupying a space that has previously qualified for program assistance for adaptive reuse improvements, the new tenant may apply for the program ONLY if it is undergoing a change of use for that space. The property owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans.

2. Property Owner Applicants: Only tenants may apply for these types of improvements.

3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for adaptive reuse improvements shall not exceed \$2,000 per tenant space. If a tenant is applying for both façade/site improvements and adaptive reuse improvements, the award assistance should not exceed \$30,000. Additional Funding Information All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. Applicants that fall within the TOECRA's Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost. Eligible Improvements Property owners and/or tenants may apply for the Program. Tenants applying for funding shall provide written permission from the property owner in addition to the signed Owner's Affidavit. The entire building façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. A minimum of three (3) improvements must be proposed.

Eligible costs for Grant participation include, but are not limited to:

- a. Façade Rehabilitation
- b. Removal of non-contributing false facades
- c. Building cleaning (non-sandblasting)
- d. Stucco restoration
- e. Tuck pointing masonry
- f. Painting
- g. Replacement or reconstructive woodwork
- h. New doors and windows
- i. Restoration of historically appropriate doors, windows, or building features
- j. Signs, awnings, murals, and canopies (must be associated with other façade improvements and no more than 50% of total Grant may be used toward signage or mural.
  - An exemption can be made for properties located within special plan areas.
  - Mural design must be approved by the FSARP Review Committee
  - The FSARP Committee has the authority to deny funding for a mural if it determines that there are imperative improvements needed on the site
- k. Exterior lighting
- l. Fencing

- Exterior building fencing
- Dumpster enclosure fencing
- m. Site Improvements
  - Landscaping
    - Includes hardscaping around perimeter of property.
    - Irrigation may also be included if required to support landscaping
    - Preference given to drought-tolerant trees and plants - must be compliant with TOECRA Code
  - Parking lot improvements
    - Parking lot improvements must be permanent (temporary and conditional uses not eligible).
    - Parking lot improvements must be visible from the public right-of-way, adjacent to the front of the façade
    - Fencing around the perimeter of the property
      - Must be associated with other improvements
  - Must be consistent with TOECRA Code m. MEP Improvements
    - Must be associated with a buildings change of use
    - Must be compliant with the TOECRA Code and State of Florida Building Code
    - Improvements include but are not limited to:
      - Mechanical
      - Electrical
      - Plumbing
  - Interior Life Safety Improvements
    - Must be associated with a buildings' change of use
    - Must be compliant with TOECRA Code and State of Florida Building Code
    - Improvements include but are not limited to:
      - Fire walls
      - Sprinklers
      - Egress
      - Fire alarm, exit signs and automatic lights.

It is strongly recommended that applicants retain the services of a registered architect, or similarly qualified licensed design professional, to prepare plans, drawings, and construction specifications for their project. Fees for services provided by a registered architect or similarly qualified design professional may be counted towards the applicant's program match.

### **Ineligible Items**

The following items are ineligible for reimbursement:

1. New building construction or new building additions
2. Roofs
3. Structural improvements
4. Interior improvements (not including MEP and/or life safety improvements related to a change of use)
5. Refinancing existing debts
6. Non-fixed improvements, inventory, or equipment
7. Payroll (not including work to be done by owners as part of grant match) and associated overhead costs

8. Improvements or expenditures made prior to execution of the funding agreement
9. General periodic maintenance
10. Consultant fees
11. Costs associated with architectural design or preparation of construction documents

### **Procedures**

The procedure for project review is as follows:

1. **Pre-Application Meeting** The applicant is required to meet with the FSARP Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application.
2. **Program Submission** must include the Grant application and all attachments may be submitted to the FSARP Program Coordinator for formal consideration of funding.
  - A \$100 non-refundable application fee is due with application submission.
    - The application fee offsets the cost of background checks and other necessary due diligence performed by the FSARP Program Coordinator.
3. **Review Program Application:** Once an eligible application and the supporting documents are received, the FSARP Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements.
  - All eligible applications will be forwarded to the FSARP Review Committee for review according to the program criteria in an interview format with the applicant.
  - The Committee may recommend approval, denial, modification, or tabling applications. If the Committee recommends approval of an application, it shall establish the TOECRA's maximum award participation (not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.
4. **Final Agreement and Construction** Once the FSARP Review Committee recommends approval, a funding agreement will be presented to TOECRA Council for approval.
  - If approved for funding, the applicant (and property owners, if a tenant is the applicant) shall sign the required funding agreement.
  - After the funding agreement has been executed on behalf of the TOECRA, the applicant may secure permission from the TOECRA to construct by securing appropriate building permits.
  - Substantial modifications to final plans or change orders to construction documents which produce visible differences in the previously approved façade design will require review and approval of the FSARP Review Committee.
  - Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSARP Program Coordinator prior to commencement of any work associated with the funding.
5. **Construction Approval** On completion of construction, including final inspection by the Planning Division, the awardee shall submit a request for reimbursement to the FSARP Program Coordinator.
  - Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
    - Proof of all project costs, including contractor invoices
    - Receipts proving payment for services and supplies
    - Lien release(s) by the contractor(s)
    - One photo of each improvement and at least one photo of the entire façade, MEP and/or life safety improvements.

- The FSARP Program Coordinator will certify that all work was permitted and inspected by the TOECRA's Planning Division and verify the work was completed in a satisfactory and professional manner.
- Discrepancies will be noted and a time frame for their correction will be established as necessary.
- If there is a strong deviation in improvements as approved by the FSARP Review Committee, the TOECRA reserves the right to deny reimbursement.

6. Disbursements Funds will generally be provided upon completion of the project. However, at the TOECRA's discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed.

- Reimbursements will be made according to TOECRA's accounting procedures with funds disbursed by check payable to the grantee.
- All funds shall be issued to the awardee on a reimbursement basis only.
- Available Funds: TOECRA may from time to time at its discretion establish annual funding for the program.

### **Disclosures**

The TOECRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and awardees. The TOECRA retains the right to amend the program guidelines, deviate from the guidelines, and amend agreements and/or application procedures. The TOECRA also retains the right to deny applications. The TOECRA also retains the right to display and advertise properties that receive matching funds under this program.



**TOECRA Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) Funding Agreement**

This Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) FUNDING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_day of \_\_\_\_\_, 2023, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and \_\_\_\_\_, a foreign limited liability company registered under the laws of the State of Florida (hereinafter referred to as “the Grantee”) whose mailing address is \_\_\_\_\_, (hereinafter collectively referred to as the “Parties”).

**WITNESSETH**

**WHEREAS**, the TOECRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

**WHEREAS**, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”), the CRA established the Small Business Façade, Site Improvement and Adaptive Reuse Program (“FSARP”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

**WHEREAS**, this Program is intended to encourage the reuse of buildings, place vacant buildings back into use and improve the appearance of the buildings located in the Area, which will enhance and increase the value of the property within the Area; and

**WHEREAS**, such rehabilitation and revitalization will assist in the elimination of blight in the Area and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the Town of Eatonville, Florida; and

**WHEREAS**, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

**WHEREAS**, the Grantee is presently the owner of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”) and within a Focus Area of the FSARP; and

**WHEREAS**, the Grantee desires to enter into a FSARP Funding Agreement with the CRA providing for the provision of financial assistance in making those certain building façade and/or stabilization improvements (the “Project” or “Improvements”) to the Property, the Project being depicted and/or described in the application attached hereto as **Exhibit “B”**, and the CRA is willing

to do so upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.
  
2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of \_\_\_\_\_ (\$\_\_\_\_) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at \_\_\_\_\_ as set forth in **Exhibit “B.”**

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the FSARP Grant Review Committee and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the FSARP Committee’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the FSARP Committee.

4. Use of Funds. Grantee shall use the funds for the sole purpose of improving the building façade and/or stabilization as set forth in **Exhibit “B”**. Funds shall not be used for any City, County or State permitting or impact fees, new building construction and new building additions, certain structural and interior improvements, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Town of Eatonville City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the Town of Eatonville from granting the Grantee certain waivers, exemptions, or variances as allowed under the Town of Eatonville City Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.
- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the

award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such

loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy’s liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker’s Compensation Coverage: The Grantee shall provide Worker’s Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker’s Compensation for all its employees.

c. Homeowner’s Insurance: If the Property is residential, the Grantee shall provide proof of a current homeowner’s insurance policy that includes coverage for fire and hazard for the duration of this Agreement.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it

is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

a. If to the CRA: Community Redevelopment Agency  
Eatonville Town Hall  
307 E. Kennedy Blvd.  
Eatonville, Florida 32751  
(with a copy to City Attorney's Office)

b. If to the Grantee: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year indicated below.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
CRA, Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Town of Eatonville Community Redevelopment Agency

\_\_\_\_\_  
CRA Chair  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Veronica King, Town of Eatonville Clerk

The foregoing PPPP Agreement is approved as to form and legality for the use and reliance of the Town of Eatonville Community Redevelopment Agency.

**EXHIBIT “A”****Program****Program Overview**

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville CRA limits through funding for building façade, site improvements, and/or building reuse improvements. The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business and to cultivate vibrant neighborhood business corridors. The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA.

**Eligibility Requirements**

- Buildings must be located within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits. Small Business Façade, Site and Adaptive Reuse Improvement funding must only be awarded for eligible properties that pay ad valorem taxes.
- Applicants must be a commercial property owner or lease, new for-profit business moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.
- All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
- All existing business owner applicants must possess a current Town of Eatonville Business Tax license.
- All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
- All applicants must propose a minimum of three distinct improvements.
- All applicants (business and property owner) must not have outstanding code enforcement violations or liens.

**Ineligible Applicants\***

- National franchises.
- Residential property.
- Nightclubs, bars or taverns.
- Not-for-profit organizations.
- Church/religious institutions.
- Health and medical industries.
- Agricultural service industries.
- Businesses that sell drug paraphernalia.
- Government-owned or occupied buildings.
- Any business or commercial property with outstanding debt to the TOE or TOECRA.
- Any business or commercial property with outstanding code enforcement violations or liens.
- Any business or commercial property that is not current with state and local taxes, and/or has any outstanding tax lien(s) against any property.

A copy of the business' license issued by the Florida Department of Business & Professional Regulation may be requested to determine eligibility.



## SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM - Breathing Life into Old Buildings and into Entrepreneur's Dreams

### **Policies, Procedures and Conditions**

#### **Purpose**

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits through funding for building façade, site improvements, and/or building reuse improvements ("Award"). The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business, and to cultivate vibrant neighborhood business corridors.

The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA. Over time, the taxable valuation of the improved properties will increase, thus increasing the amount of funds available to revitalize the TOECRA.

#### **Program Structure and Criteria for Selection**

The TOECRA will oversee the FSARP. The building façade, site and reuse improvements are defined as the renovation/restoration of building faces or sites that are visible from the street and any internal life safety and/or building code (MEP) requirements that arise from a change of use to a building. Funding is based on budget availability and will be considered on a "first come, first served basis". Application submission does not guarantee approval. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding.

All members of the entity applying for the program must sign the grant application. For example, if the applicant is the property owner, all property owners, authorized corporate officers, or partners must sign the application. If the applicant is the tenant, with the property owners' consent, all authorized corporate officers or partners of the tenant business must sign the application.

Tenants who apply for the program must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term or that extends through the program agreement term (up to five years) as well as a notarized letter from the property owner. Prior to consideration for a FSARP Award, the subject property must be free from any liens (excluding mortgage liens), judgments, or encumbrances of any kind (excluding easements), and all TOECRA obligations must be current. On a case-by-case basis the TOECRA may waive the TOECRA obligation requirement if related to a Code Enforcement action on a building's change of use. The TOECRA reserves the right to contract for a title search and/or ownership and encumbrance report at the TOECRA's discretion, the cost for which will be deducted from the award at the time of disbursement, if funding is approved.

All applicants for a FSARP Award must submit to a criminal background check. If the applicant is a corporate entity, the president, director, manager, or, in the case of a partnership, all partners shall submit to a criminal background check. In order to be eligible for funding, applicants must not have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial/economic crimes within the past ten (10) years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home invasion, kidnapping, arson, crimes

against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, results of the background check will be included in the documentation provided to the FSARP Review Committee for consideration as part of the application.

### **FSARP Review Committee**

The FSARP Review Committee is designated by the TOECRA to review applications on a quarterly basis and to make recommendations of approval, with or without conditions, to the TOECRA Directors. Special meetings may be called for time sensitive projects by at least two (2) members of the Committee by written notification to the FSARP Program Coordinator subject to staff recommendation and the Applicant's submittal of a complete application.

The FSARP Review Committee is comprised of a representative of the Planning Division designated by the CAO, a representative of the TOECRA Departments, and a representative from the community designated by the TOECRA Directors. Each representative from the community shall serve for a one-year term, after their term is up, another TOECRA Director will appoint a new representative from the community.

### **Program Funding**

The funding awarded will be based on the lowest of at least three (3) qualified bids submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The TOECRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Under the program, the TOECRA will reimburse 50% of the total project cost. Except for multi-tenant buildings, total award assistance from the TOECRA shall not exceed \$10,000 for façade and site improvements only. If applying for Mechanical, Electrical, or Plumbing (MEP) and/or life safety improvements, as required for a change of use, the award assistance from the TOECRA shall not exceed \$20,000. If applying for façade, site improvements and MEP/life safety improvements, the award assistance should not exceed \$30,000.

All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade and site improvements only, award amounts of \$1,000 to \$9,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$10,000 to \$14,999, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety.

For award amounts of \$15,000 to \$30,000, payment to the TOECRA is deferred for a five (5) year period where the loan depreciates at 20% each year.

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade, site improvements and/or change of use improvements, award amounts of \$1,000 to

\$19,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$20,000 to \$30,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety.

For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the TOECRA is deferred for a three (3) year period regardless of the award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

Funding for multi-tenant buildings is set forth in a separate section herein entitled “Multi-tenant Buildings”. If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the TOECRA. If the total project cost is \$999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the TOECRA, the full amount disbursed shall be paid back to the TOECRA. The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The TOECRA will automatically forgive the monthly installments without any action as the installments become due, if the project is in compliance with all terms of the Funding Agreement.

Should the façade, site, building code, and/or life safety improvements be altered, destroyed or demolished, or the terms of the Funding Agreement be violated, the outstanding balance of the deferred loan will become due and payable. All Applicants (and property owners if the applicant is a tenant) must sign the Funding Agreement. In order to ensure that funds are available, improvements to be made under this program must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the date of execution of the funding agreement. Extensions may be granted by the CRA Executive Director given just cause by the applicant. (e.g. contractor delays, Acts of God, etc.).

Applications shall meet the criteria outlined below:

1. Buildings must be located within the TOECRA. Small Business Façade, Site and Adaptive Reuse Improvement funding shall only be awarded for eligible properties that pay ad valorem taxes.
2. Applicants must be a commercial property owner and/ or a new, for-profit business (tenant) moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.
3. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
4. All existing business owner applicants must possess a current TOE Business License.
5. All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
6. All applicants must propose a minimum of three (3) distinct improvements.
7. All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).
8. Except for multi-tenant buildings, only one (1) award per property owner or tenant per fiscal year, and only one (1) award per property per five-year term. When an entity owns multiple properties

that are adjacent, the funding may be shared between these properties for a unified improvement plan. When an entity owns multiple properties that are not adjacent, only one (1) property may receive award monies in that fiscal year.

9. Prior to an application being reviewed by the FSARP Review Committee, all proposed improvements must meet the requirements of the TOECRA Code requirements. Approvals or Certificates issued do not guarantee approval of a FSARP Grant.
10. Applications must be approved by TOECRA Directors prior to the commencement of any façade, site, MEP and/or life safety improvement work sought to be covered under this Program. No funding will be awarded retroactively.
11. Funding shall be approved by the FSARP Review Committee, based upon factors including:
  - Location within a high traffic, high visibility area/business corridor
  - Improvement to the overall appearance of the site
  - Quality of design
  - Consistency of proposed facade design with design goals of surrounding area
  - Location within an TOECRA
  - Contribution to historic renovation or restoration
  - Will serve as a catalyst for redevelopment
  - Incorporation of sustainable materials and/or methods
  - Business tenure in the TOECRA
  - Only completed applications will be accepted
    - Incomplete applications will be returned to the applicant.

### **Multi-tenant Buildings Façade and Site Improvements**

1. **Property Owner Applicants:** Property owners who lease to two or more street level businesses in a single building (multi-tenant building) with clearly defined entrances into storefronts that are visible from the public right-of-way may apply for the program assistance for façade and site improvements. The term of the program agreement shall be for five (5) years. If the owner seeks program assistance for more than one multi-tenant building, the owner may submit an application for one of the buildings in one fiscal year, and an application for the other building in the following fiscal year. Multi-tenant building owners may apply for program assistance a second time for the same multi-tenant building after the expiration of the first program agreement.
2. **Business Owner Applicants:** Business owners who lease space in a multi-tenant building (tenants) containing clearly defined entrances into storefronts that are visible from the public right-of-way may apply for program assistance for façade and site improvements. The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time for the same tenant space two (2) years after the expiration of the first program agreement. The property owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans for the façade and site improvements.
3. **Maximum Award Amount:** The maximum eligible award amount for multi-tenant buildings for façade and site improvements shall not exceed \$30,000 per building.

### **Adaptive Reuse Improvements**

1. **Business Owner Applicants:** The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time two (2) years after the expiration of the first program agreement. The tenant must be the original business entity and be in the process of expansion either on the same property or on a different property and incur additional change of use requirements. If a new tenant is occupying a space that has previously qualified for program

assistance for adaptive reuse improvements, the new tenant may apply for the program ONLY if it is undergoing a change of use for that space. The property owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans.

2. Property Owner Applicants: Only tenants may apply for these types of improvements.
3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for adaptive reuse improvements shall not exceed \$2,000 per tenant space. If a tenant is applying for both façade/site improvements and adaptive reuse improvements, the award assistance should not exceed \$30,000. Additional Funding Information All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. Applicants that fall within the TOECRA's Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost. Eligible Improvements Property owners and/or tenants may apply for the Program. Tenants applying for funding shall provide written permission from the property owner in addition to the signed Owner's Affidavit. The entire building façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. A minimum of three (3) improvements must be proposed.

Eligible costs for Grant participation include, but are not limited to:

- a. Façade Rehabilitation
- b. Removal of non-contributing false facades
- c. Building cleaning (non-sandblasting)
- d. Stucco restoration
- e. Tuck pointing masonry
- f. Painting
- g. Replacement or reconstructive woodwork
- h. New doors and windows
- i. Restoration of historically appropriate doors, windows, or building features
- j. Signs, awnings, murals, and canopies (must be associated with other façade improvements and no more than 50% of total Grant may be used toward signage or mural.
  - An exemption can be made for properties located within special plan areas.
  - Mural design must be approved by the FSARP Review Committee
  - The FSARP Committee has the authority to deny funding for a mural if it determines that there are imperative improvements needed on the site
- k. Exterior lighting
- l. Fencing
  - Exterior building fencing
  - Dumpster enclosure fencing
- m. Site Improvements
  - Landscaping
    - Includes hardscaping around perimeter of property.
    - Irrigation may also be included if required to support landscaping
    - Preference given to drought-tolerant trees and plants - must be compliant with TOECRA Code
  - Parking lot improvements
    - Parking lot improvements must be permanent (temporary and conditional uses not eligible).

- Parking lot improvements must be visible from the public right-of-way, adjacent to the front of the façade
- Fencing around the perimeter of the property
  - Must be associated with other improvements
- Must be consistent with TOECRA Code m. MEP Improvements
  - Must be associated with a buildings change of use
  - Must be compliant with the TOECRA Code and State of Florida Building Code
  - Improvements include but are not limited to:
    - Mechanical
    - Electrical
    - Plumbing
- Interior Life Safety Improvements
  - Must be associated with a buildings' change of use
  - Must be compliant with TOECRA Code and State of Florida Building Code
  - Improvements include but are not limited to:
    - Fire walls
    - Sprinklers
    - Egress
    - Fire alarm, exit signs and automatic lights.

It is strongly recommended that applicants retain the services of a registered architect, or similarly qualified licensed design professional, to prepare plans, drawings, and construction specifications for their project. Fees for services provided by a registered architect or similarly qualified design professional may be counted towards the applicant's program match.

### **Ineligible Items**

The following items are ineligible for reimbursement:

1. New building construction or new building additions
2. Roofs
3. Structural improvements
4. Interior improvements (not including MEP and/or life safety improvements related to a change of use)
5. Refinancing existing debts
6. Non-fixed improvements, inventory, or equipment
7. Payroll (not including work to be done by owners as part of grant match) and associated overhead costs
8. Improvements or expenditures made prior to execution of the funding agreement
9. General periodic maintenance
10. Consultant fees
11. Costs associated with architectural design or preparation of construction documents

### **Procedures**

The procedure for project review is as follows:

1. Pre-Application Meeting The applicant is required to meet with the FSARP Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application.

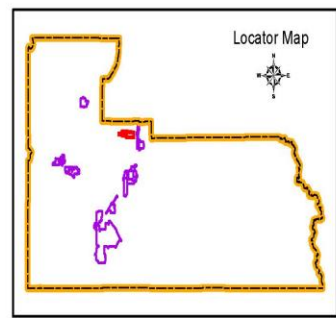
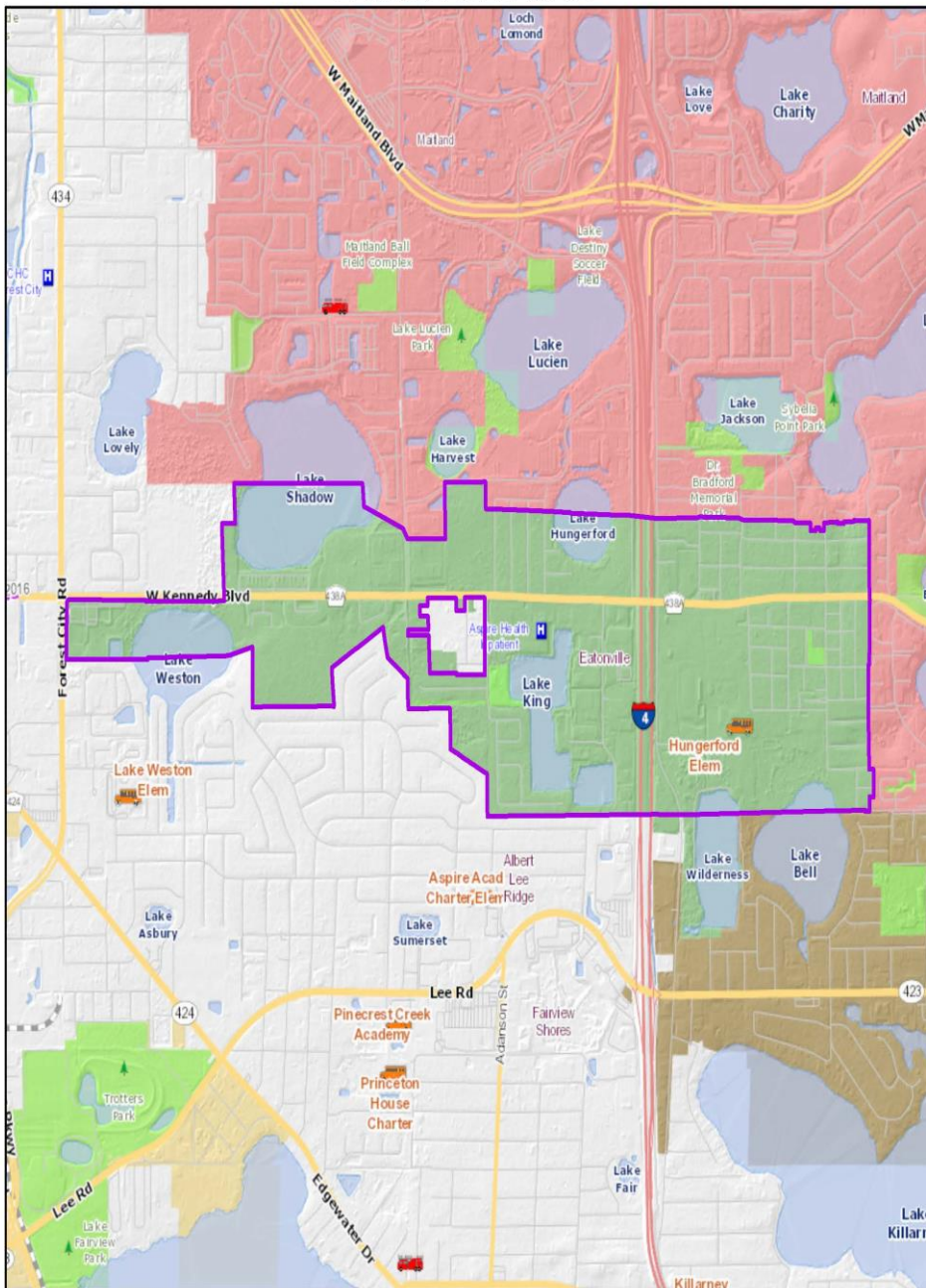
2. Program Submission must include the Grant application and all attachments may be submitted to the FSRP Program Coordinator for formal consideration of funding.
- A \$100 non-refundable application fee is due with application submission.
    - The application fee offsets the cost of background checks and other necessary due diligence performed by the FSRP Program Coordinator.
3. Review Program Application: Once an eligible application and the supporting documents are received, the FSARP Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements.
- All eligible applications will be forwarded to the FSARP Review Committee for review according to the program criteria in an interview format with the applicant.
  - The Committee may recommend approval, denial, modification, or tabling applications. If the Committee recommends approval of an application, it shall establish the TOECRA's maximum award participation (not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.
4. Final Agreement and Construction Once the FSARP Review Committee recommends approval, a funding agreement will be presented to TOECRA Council for approval.
- If approved for funding, the applicant (and property owners, if a tenant is the applicant) shall sign the required funding agreement.
  - After the funding agreement has been executed on behalf of the TOECRA, the applicant may secure permission from the TOECRA to construct by securing appropriate building permits.
  - Substantial modifications to final plans or change orders to construction documents which produce visible differences in the previously approved façade design will require review and approval of the FSARP Review Committee.
  - Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSRP Program Coordinator prior to commencement of any work associated with the funding.
5. Construction Approval On completion of construction, including final inspection by the Planning Division, the awardee shall submit a request for reimbursement to the FSARP Program Coordinator.
- Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
    - Proof of all project costs, including contractor invoices
    - Receipts proving payment for services and supplies
    - Lien release(s) by the contractor(s)
    - One photo of each improvement and at least one photo of the entire façade, MEP and/or life safety improvements.
    - The FSARP Program Coordinator will certify that all work was permitted and inspected by the TOECRA's Planning Division and verify the work was completed in a satisfactory and professional manner.
    - Discrepancies will be noted and a time frame for their correction will be established as necessary.
    - If there is a strong deviation in improvements as approved by the FSARP Review Committee, the TOECRA reserves the right to deny reimbursement.
6. Disbursements Funds will generally be provided upon completion of the project. However, at the TOECRA's discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed.
- Reimbursements will be made according to TOECRA's accounting procedures with funds disbursed by check payable to the grantee.
  - All funds shall be issued to the awardee on a reimbursement basis only.

- Available Funds: TOECRA may from time to time at its discretion establish annual funding for the program.

**Disclosures**

The TOECRA expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and awardees. The TOECRA retains the right to amend the program guidelines, deviate from the guidelines, and amend agreements and/or application procedures. The TOECRA also retains the right to deny applications. The TOECRA also retains the right to display and advertise properties that receive matching funds under this program.

**EATONVILLE CRA**



Revised: 1/13/2021 2:12:58 PM

This information is produced for property appraisal purposes. No warranties, expressed or implied, are not provided for the data herein, its use, or its interpretation. This map is not a survey.



**EXHIBIT “B”**

Application for \_\_\_\_\_

(attached separately and incorporated herein)



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024-6 Adopting and Approving the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP). (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Resolution CRA-R-2024-6</li> <li>• Program Overview</li> <li>• Program Funding Agreement Sample</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-6 Adopting and Approving the TOECRA DAP.

**SUMMARY:** The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structured when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the TOECRA, under the Community Redevelopment Plan and Chapter 163, Part III, Florida Statute, to provide financial assistance to qualified owners of Residential properties located within the indicated boundaries of the CRA for eligible building or site improvements that contribute to the physical, economic, social and aesthetic enhancement of the TOECRA area.

**RECOMMENDATION:** Staff is recommending the Board of Directors approve Resolution CRA-R-2024-6 Adopting and Approving the TOECRA DAP.

**FISCAL & EFFICIENCY DATA:** None.

**RESOLUTION #CRA-R-2024- 6**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS ADOPTING AND APPROVING A DEMOLITION ASSISTANCE PRORAM (DAP) PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the members of the governing body and two (2) additional members from the taxing authorities serve as Directors of the Agency; and

**WHEREAS**, such members constitute the head of a legal entity, separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Adopt and Approve the TOECRA DAP.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OF EATONVILLE, FLORIDA,**

**SECTION ONE: PROGRAM PURPOSE:** The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the TOECRA, under the Community Redevelopment Plan and Chapter 163, Part III, Florida Statute, to provide financial assistance to qualified owners of Residential properties located within the indicated boundaries of the CRA for eligible building or site improvements that contribute to the physical, economic, social and aesthetic enhancement of the TOECRA area.

**SECTION TWO: ELIGIBILITY CRITERIA:** Must be a permanent structure, must be vacant and uninhabitable, must be current on property taxes, property must be clear of any outstanding liens, must be free of hazardous materials and substances, must be within the TOECRA boundaries; and

**SECTION THREE: ELIGIBLE USE OF FUNDS:** Funds can be used for demolition and disposal; and

**SECTION FOUR: PROPERTY ELIGIBILITY:** Any site within the TOECRA deemed substandard or deteriorated. The structure must be functionally obsolete or economically unfeasible to repair, as determined by the town. Structures must have been abandoned or vacant for at least a year before they can be demolished under this program. The Residential Property DAP matching grant funds are available to qualifying residential property owners within the indicated TOECRA Area and are intended for rehabilitation and restoration of sites only, not for the improvement of undeveloped sites.

**SECTION FIVE: APPLICANT ELIGIBILITY:** Applicants must be able to demonstrate the following:

- Ownership of the property
- The property is located within TOECRA.
- The applicant(s) is current on all property taxes.
- As a condition of approval any and all Town of Eatonville liens and/or outstanding debts to the TOECRA or Town, if any, shall be satisfied. Any exceptions to this requirement shall be resolved on a case-by-case basis by the TOECRA Board.
- The property is not in foreclosure.
- Documentation of proposed activities to determine eligibility.
- The work on the site has not commenced.
- The property must be current on water, sewer, garbage, tax bills, active building permits.
- The property must have conducted a study on the presence of contamination and toxic substances within the structure of the building.

The TOECRA DAP is designed to incentivize and expedite the removal of obsolete buildings and make way for redevelopment. This program provides grant funds to facilitate the demolition of existing principal and secondary/accessory structures within the TOECRA to achieve several economic development-focused goals.; and

**SECTION SIX: PROGRAM OVERVIEW:** The DAP is an initiative by the TOECRA designed to encourage the replacement of aging and blighted structures in the TOECRA area. The purpose of this program is to provide grant assistance to property owners who are looking to invest or reinvest in the TOECRA by replacing existing structures and to property owners who have an interest in making their properties available for development. The DAP is intended to support economic development and growth in the TOECRA area by providing financial assistance to property owners who are committed to improving their properties through demolition projects that prepare parcels for modern development. By doing so, the program seeks to facilitate development and promote the growth of the local economy; and

**SECTION SEVEN: PROGRAM GOALS:** The DAP aims to achieve several program goals that align with the TOECRA broader economic development objectives. These goals are designed to support job creation, business attraction and retention, enhance the local economy, and foster collaboration between the Town of Eatonville, the CRA, and the business community. The program seeks to accomplish the following goals:

- **Revitalization:** The DAP is designed to revitalize underutilized and deteriorated areas and to eliminate slum and blight.
- **Economic Growth:** The DAP will increase tax increment funding within the TOECRA by promoting investment, economic growth, and the modernization of structures.
- **Appearance Enhancement:** The DAP will, subsequent to demolition and after redevelopment, enhance the overall appearance of buildings to improve attractiveness to residents, visitors, and potential investors.; and

**SECTION EIGHT: FUNDING AVAILABILITY:** The DAP seeks to accelerate demolition by offering demolition grants to property owners or developers reimbursing 50% of the costs up to \$5,000.; and

**SECTION NINE: GRANT AWARD:** The DAP will provide grants covering 50% of demolition costs up to \$5,000. As a condition of being granted an award, all applicants that receive assistance will be required to place a sign or placard at sites supported under this award that informs the public that the improvement is funded in part by the TOECRA. Please note that awards are subject to funding availability and at the discretion of the Town Chief Administrative Officer and TOECRA.

**SECTION TEN: EXPENSES:**

Applicants shall meet the following criteria:

1. Applicants shall be the owners of the property and structure(s) proposed for demolition.
2. The program applies to both non-residential and residential structures.
3. Both for-profit and non-profit entities are eligible to apply
4. Funds shall be used for demolition of primary structures and for properties where secondary structures will be demolished along with the primary structure.
5. Interior demolition expenses are not covered under this program.

Ineligible Expenses

1. Any service performed by a non-licensed contractor.
2. Complete or partial demolition of a building made prior to the awarding of a DAP application.
3. Interior demolition.

**SECTION ELEVEN: PROGRAM GUIDELINES:**

- A. Approval by the TOECRA Board shall be secured prior to commencement of work. If a Grant is approved by the TOECRA Board, the CRA Executive Director shall provide written documentation to the Applicant indicating the amount of the Grant (reimbursement) and the specific requirements necessary to receive the Grant.
- B. Applicants shall obtain three (3) bids from licensed demolition contractors.
- C. Water/sewer invoices and all taxes shall be paid current for the property subject to the application.
- D. As a condition of approval by the TOECRA, TOE liens and outstanding debts to the TOECRA or TOE, if any, shall be paid.
- E. Applicants shall submit a copy of an Environmental Study at the time of application indicating whether any contaminants, toxic substances, hazardous materials, etc. are within the structure(s). And if so, stating how those substances will be remediated prior to, or during, demolition.
- F. Applicants shall hire a licensed contractor authorized to conduct business and perform demolition activities in the Town of Eatonville. All quotes, bills, and invoices shall reflect the contractor's license number.

G. Applicants shall ensure that all required permits and approvals are obtained (demolition, site clearance, and all others that are applicable).

H. Demolition of the building(s) shall be completed within four (4) months of either the award of the grant or the permit issuance, whichever occurs last, unless a written extension is requested of, and is granted by, the TOECRA Board.

**SECTION TWELVE: APPLICATION INSTRUCTIONS:**

The program application and list of required documents will be available on the TOE and TOECRA website. Applicants shall submit a completed application with all required documents to be considered for assistance. On behalf of the CRA, staff shall review the application for completeness.

- A Pre-Application meeting should be scheduled with the TOECRA, TOE Administrator, and Planning staff prior to submission of an application.
- A post-application submittal meeting may be held with the Applicant to discuss any issues pertaining to the application. At this time, additional information may be requested.
- Upon receipt of an application, and all additional information requested, if any, the TOECRA and TOE Administrator and Planner shall review the application and make a recommendation to the TOECRA Board to either approve or deny the application and state the reasons for such recommendations.

The TOECRA Board shall determine the applicant's funding request for approval or denial by majority vote of the TOECRA Board of Directors present at such meeting.

**SECTION THIRTEEN: REQUIRED APPLICATION DOCUMENTS:**

1. Demolition Schedule;
2. Photographs of existing building and proposed demolition area;
3. Site Plan or Survey, drawn to scale, depicting the buildings and impervious surface areas upon the site;
4. Report on toxic substance/contaminant study;
5. Three (3) competitive cost estimates from licensed and insured contractors. The proposals should give detailed information about the work to be done, materials to be used, costs and the project completion schedule. Two (2) bids will be considered acceptable if the cost difference between them falls within a 10% margin.
  - a. Contractors and/or materials cannot be changed without prior written staff approval. At the staff's discretion, a change in contractors or materials may require a new CRA Board Approval.

**SECTION FOURTEEN: EVALUATION APPLICATION SCORING BASED ON 100-POINTS:**

Applicants with a score of 60 or higher will be referred to the TOECRA Board for consideration.

- Community Impact (25 points) Assessment of how the demolition will benefit the community such as removing blight and enhancing aesthetics.
- Environmental Impact (25 points) Assessment of environmental consequences of the demolition, including potential contamination, degree to which the building poses safety hazards.

- Economic Revitalization (20 points) Assessment of how the demolition could stimulate economic growth by attracting new development, businesses, or investment.
- Overall Project Vision (30 points) Assessment of how the demolition fits into the broader vision of the TOECRA Redevelopment Plan.

**SECTION FIFTEEN: AWARD REIMBURSEMENT:**

The Applicant shall incur all initial demolition costs and may receive reimbursement from the CRA only after the demolition has been completed in accordance with the grant award. The CRA shall disburse grant funds upon finding the demolition is complete.

The finding of demolition completion shall be granted when the following package is received:

1. Written notification from the owner that the demolition is complete; and
2. Copies of all required permits and inspections, if required; and
3. Copies of paid invoices and evidence of payment (cancelled checks, credit card receipts); and
4. Photographs of completed demolition.

**SECTION SIXTEEN: LIEN:** A lien will remain on the property for four (4) years or until a building permit is issued for the new building, whichever comes first. Should the title to the property be transferred or the property be refinanced, the TOECRA will be reimbursed the full amount of the award, up to \$5,000. The consideration to remove the lien upon meeting the program conditions, a building permit issued, must be brought back to the TOECRA Board for authorization to remove.

**SECTION SEVENTEEN: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

**SECTION EIGHTEEN: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**SECTION NINETEEN: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2024.**

\_\_\_\_\_  
Marlin Daniels, Chair

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk

**TOECRA Demolition Assistance Program Funding Agreement**

This DEMOLITION ASSISTANCE PROGRAM FUNDING AGREEMENT (DAP) (the “Agreement”) is made and entered into this \_\_\_day of \_\_, 2023, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and \_\_\_\_\_, a foreign limited liability company registered under the laws of the State of Florida (hereinafter referred to as “the Grantee”) whose mailing address is \_\_\_\_\_, (hereinafter collectively referred to as the “Parties”).

**WITNESSETH**

**WHEREAS**, the TOECRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

**WHEREAS**, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”), the CRA established the Demolition Assistance Program (“DAP”) in order to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible.; and

**WHEREAS**, this Program is intended to encourage deemed substandard or deteriorated that are functionally obsolete or economically unfeasible to repair, as determined by the town to be demolished under this program; and

**WHEREAS**, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

**WHEREAS**, the Grantee is presently the owner of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”) and within a Focus Area of the DAP; and

**WHEREAS**, the Grantee originally applied for funding under the Demolition Assistance Program desires to enter into a DAP Funding Agreement with the CRA providing for the provision of financial assistance in making those certain building façade and/or stabilization improvements (the “Project” or “Improvements”) to the Property, the Project being depicted and/or described in the application attached hereto as **Exhibit “B”**, and the CRA is willing to do so upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:



1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of \_\_\_\_\_ (\$\_\_\_\_) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at \_\_\_\_\_ as set forth in **Exhibit “B.”**

Repayment to the CRA shall be deferred for \_\_\_\_\_ and no interest shall accrue upon the principal of the total grant amount. At the end of the period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the DFP Grant Review Committee and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the TOECRA Board of Directors’ approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the TOECRA Board of Directors’.

4. Use of Funds. Grantee shall use the funds for the sole purpose of improving the building façade and/or stabilization as set forth in **Exhibit “B”**. Funds shall not be used for any City, County or State permitting or impact fees, new building construction and new building additions, certain structural and interior improvements, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit “B”** shall be initiated and

completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Town of Eatonville Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the Town of Eatonville from granting the Grantee certain waivers, exemptions, or variances as allowed under the Town of Eatonville Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.
- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under

the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

- a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per person/per occurrence for bodily

injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker’s Compensation Coverage: The Grantee shall provide Worker’s Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker’s Compensation for all its employees.

c. Homeowner’s Insurance: If the Property is residential, the Grantee shall provide proof of a current homeowner’s insurance policy that includes coverage for fire and hazard for the duration of this Agreement.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA’s specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

a. If to the CRA:                   Community Redevelopment Agency  
  Eatonville Town Hall  
  307 E. Kennedy Blvd.  
  Eatonville, Florida 32751  
  (with a copy to City Attorney’s Office)

b. If to the Grantee: \_\_\_\_\_  
  Attn: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be commence on the Effective Date.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year indicated below.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness:

\_\_\_\_\_  
CRA, Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Town of Eatonville Community Redevelopment Agency

\_\_\_\_\_  
CRA Chair  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Veronica King, Town of Eatonville Clerk

The foregoing PPPP Agreement is approved as to form and legality for the use and reliance of the Town of Eatonville Community Redevelopment Agency.

**EXHIBIT “A”**

**Program**

**PROGRAM GUIDELINES**

**Eligibility Criteria**

- Must be a permanent structure
- Must be vacant and uninhabitable
- Must be current on property taxes
- Property must be clear of any outstanding liens
- Must be free of hazardous materials and substances
- Must be within the Town of Eatonville Community Redevelopment Agency boundaries.

**Eligible Use of Funds**

- Demolition
- Disposal

**Required Documents**

- Completed application.
- Proof of ownership
- Proof of current property tax payments
- Photos of structure proposed for demolition.
- Itemized estimates of demolition and disposal costs (minimum of 3 quotes)
- Applications will be reviewed and approved on a first come, first served basis, while funds are available.
- Up to 50% of cost, not to exceed \$5,000 for residential structures.

Please submit the completed application to [cra@townofeatonville.org](mailto:cra@townofeatonville.org).

**Overview**

The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the TOECRA, under the Community Redevelopment Plan and Chapter 163, Part III, Florida Statute, to provide financial assistance to qualified owners of Residential properties located within the indicated boundaries of the CRA for eligible building or site improvements that contribute to the physical, economic, social and aesthetic enhancement of the TOECRA area.

**Eligibility Guidelines**

**PROPERTY ELIGIBILITY**

Any site within the TOECRA deemed substandard or deteriorated. The structure must be functionally obsolete or economically unfeasible to repair, as determined by the town. Structures must have been abandoned or vacant for at least a year before they can be demolished under this program. The Residential Property Demolition Grant Program Matching Grant funds are available to qualifying

residential property owners within the indicated CRA Area and are intended for rehabilitation and restoration of sites only, not for the improvement of undeveloped sites.

### **APPLICANT ELIGIBILITY**

Applicants must be able to demonstrate the following:

- Ownership of the property
- The property is located within Town of Eatonville CRA.
- The applicant(s) is current on all property taxes.
- As a condition of approval any and all Town of Eatonville liens and/or outstanding debts to the TOECRA or Town, if any, shall be satisfied. Any exceptions to this requirement shall be resolved on a case-by-case basis by the TOECRA Board.
- The property is not in foreclosure.
- Documentation of proposed activities to determine eligibility.
- The work on the site has not commenced.
- The property must be current on water, sewer, garbage, tax bills, active building permits.
- The property must have conducted a study on the presence of contamination and toxic substances within the structure of the building.

The Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Grant Program is designed to incentivize and expedite the removal of obsolete buildings and make way for redevelopment. This program provides grant funds to facilitate the demolition of existing principal and secondary/accessory structures within the CRA to achieve several economic development-focused goals.

#### **I. Program Overview**

The Demolition Assistance Grant Program is an initiative by the CRA designed to encourage the replacement of aging and blighted structures in the Town of Eatonville area. The purpose of this program is to provide grant assistance to property owners who are looking to invest or reinvest in the Town of Eatonville Community Redevelopment Area by replacing existing structures and to property owners who have an interest in making their properties available for development.

The Demolition Assistance program is intended to support economic development and growth in the TOECRA area by providing financial assistance to property owners who are committed to improving their properties through demolition projects that prepare parcels for modern development. By doing so, the program seeks to facilitate development and promote the growth of the local economy.

#### **II. Program Goals**

The Demolition Assistance Grant Program aims to achieve several program goals that align with the Town's broader economic development objectives. These goals are designed to support job creation, business attraction and retention, enhance the local economy, and foster collaboration between the Town of Eatonville, the CRA, and the business community.

The program seeks to accomplish the following goals:

- **Revitalization:** The Demolition Assistance Grant Program is designed to revitalize underutilized and deteriorated areas and to eliminate slum and blight.
- **Economic Growth:** The Demolition Assistance Grant Program will increase tax increment funding within the TOECRA by promoting investment, economic growth, and the modernization of structures.



- Appearance Enhancement: The Demolition Assistance Grant Program will, subsequent to demolition and after redevelopment, enhance the overall appearance of buildings to improve attractiveness to residents, visitors, and potential investors.

### III. Funding Availability

The Demolition Grant Program seeks to accelerate demolition by offering demolition grants to property owners or developers reimbursing 50% of the costs up to \$5,000.

### V. Grant Award

As a condition of being granted an award, all applicants that receive assistance will be required to place a sign or placard at sites supported under this award that informs the public that the improvement is funded in part by the TOECRA. Please note that awards are subject to funding availability and at the discretion of the Town Chief Administrative Officer and CRA.

### IV. Eligibility Criteria Eligible Expenses

Applicants shall meet the following criteria:

1. Applicants shall be the owners of the property and structure(s) proposed for demolition.
2. The program applies to both non-residential and residential structures.
3. Both for-profit and non-profit entities are eligible to apply
4. Funds shall be used for demolition of primary structures and for properties where secondary structures will be demolished along with the primary structure.
5. Buildings shall be located within the designated CRA area.
6. Interior demolition expenses are not covered under this program.

### Ineligible Expenses

1. Any service performed by a non-licensed contractor.
2. Complete or partial demolition of a building made prior to the awarding of a Demolition Assistance Grant.
3. Interior demolition

### V. Grant Award

The Demolition Grant Program will provide grants covering 50% of demolition costs up to \$5,000.

### VI. Program Guidelines

- A. Approval by the CRA Board shall be secured prior to commencement of work. If a Grant is approved by the CRA Board, the CRA Executive Director shall provide written documentation to the Applicant indicating the amount of the Grant (reimbursement) and the specific requirements necessary to receive the Grant.
- B. Applicants shall obtain three (3) bids from licensed demolition contractors.
- C. Water/sewer invoices and all taxes shall be paid current for the property subject to the application.
- D. As a condition of approval by the CRA, TOE liens and outstanding debts to the TOECRA or TOE, if any, shall be paid.
- E. Applicants shall submit a copy of an Environmental Study at the time of application indicating whether any contaminants, toxic substances, hazardous materials, etc. are within the structure(s). And if so, stating how those substances will be remediated prior to, or during, demolition.

- F. Applicants shall hire a licensed contractor authorized to conduct business and perform demolition activities in the Town of Eatonville. All quotes, bills, and invoices shall reflect the contractor's license number.
- G. Applicants shall ensure that all required permits and approvals are obtained (demolition, site clearance, and all others that are applicable).
- H. Demolition of the building(s) shall be completed within four (4) months of either the award of the grant or the permit issuance, whichever occurs last, unless a written extension is requested of, and is granted by, the CRA Board.

### **VII. Application Instructions**

The program application and list of required documents will be available on the TOE and TOECRA website. Applicants shall submit a completed application with all required documents to be considered for assistance. On behalf of the CRA, staff shall review the application for completeness.

- A Pre-Application meeting should be scheduled with the TOECRA, TOE Administrator, and Planning staff prior to submission of an application.
- A post-application submittal meeting may be held with the Applicant to discuss any issues pertaining to the application. At this time, additional information may be requested.
- Upon receipt of an application, and all additional information requested, if any, the TOECRA and TOE Administrator and Planner shall review the application and make a recommendation to the CRA Board to either approve or deny the application and state the reasons for such recommendations.

The CRA Board shall determine the Applicant's funding request for approval or denial by majority vote of the CRA Commissioners present at such meeting.

### **VIII. Required Application Documents**

1. Demolition Schedule
2. Photographs of existing building and proposed demolition area.
3. Site Plan or Survey, drawn to scale, depicting the buildings and impervious surface areas upon the site.
4. Report on toxic substance/contaminant study
5. Three (3) competitive cost estimates from licensed and insured contractors. The proposals should give detailed information about the work to be done, materials to be used, costs and the project completion schedule. Two (2) bids will be considered acceptable if the cost difference between them falls within a 10% margin.
  - Contractors and/or materials cannot be changed without prior written staff approval. At the staff's discretion, a change in contractors or materials may require a new CRA Board Approval.

### **IX. Evaluation Application scoring will be based on a 100-point scale.**

Applicants with a score of 60 or higher will be referred to the CRA Board for consideration.

- Community Impact (25 points) Assessment of how the demolition will benefit the community such as removing blight and enhancing aesthetics.
- Environmental Impact (25 points) Assessment of environmental consequences of the demolition, including potential contamination, degree to which the building poses safety hazards.

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- Overall Project Vision (30 points) Assessment of how the demolition fits into the broader vision of the Town of Eatonville Redevelopment Plan.

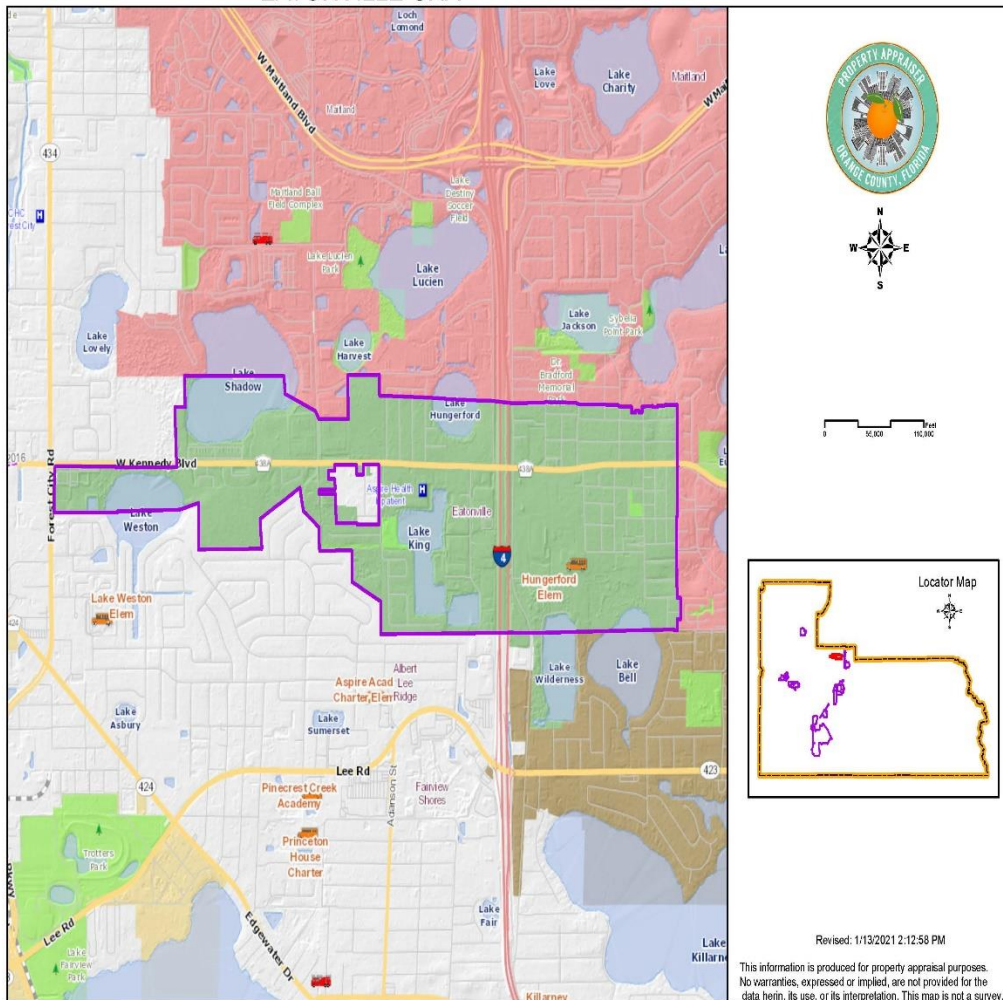
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The Applicant shall incur all initial demolition costs and may receive reimbursement from the CRA only after the demolition has been completed in accordance with the grant award. The CRA shall disburse grant funds upon finding the demolition is complete.

The finding of demolition completion shall be granted when the following package is received:

1. Written notification from the owner that the demolition is complete; and
2. Copies of all required permits and inspections, if required; and
3. Copies of paid invoices and evidence of payment (cancelled checks, credit card receipts); and Photographs of completed demolition.

EATONVILLE CRA



**EXHIBIT “B”**

Application for \_\_\_\_\_  
(attached separately and incorporated herein)



**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY  
DEMOLITION ASSISTANCE PROGRAM GUIDELINES**

**PROGRAM GUIDELINES**

**Eligibility Criteria**

- Must be a permanent structure
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1. Written notification from the owner that the demolition is complete; and
2. Copies of all required permits and inspections, if required; and
3. Copies of paid invoices and evidence of payment (cancelled checks, credit card receipts); and
4. Photographs of completed demolition. Contact Information

### **XI. LIEN**

A lien will remain on the property for four (4) years or until a building permit is issued for the new building, whichever comes first. Should the title to the property be transferred or the property be refinanced, the TOECRA will be reimbursed the full amount of the award, up to \$5,000. The consideration to remove the lien upon meeting the program conditions, a building permit issued, must be brought back to the TOECRA Board for authorization to remove.



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### MARCH 28, 2024, AT 06:30 PM

### Cover Sheet

**\*\*NOTE\*\*** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

**ITEM TITLE:** Approval of Resolution CRA-R-2024-15 Adopting Budget Amendment One.

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>	YES	<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-15</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Resolution CRA-R-2024-11 Adopting Budget Amendment One.

**SUMMARY:** The TOECRA seeks to create several new programs to enhance the Area and it requires funding.

- Small Business Façade, Site Improvement, and Adaptive Reuse Program - \$60,000, which will serve at least two (2) businesses within TOECRA.
- Demolition Assistance Program - \$50,000, which will serve roughly ten (10) properties within TOECRA.

**RECOMMENDATION:** Staff is recommending the Board of Directors to adopt Resolution CRA-R-2024-10 Adopting Budget Amendment One.

**FISCAL & EFFICIENCY DATA:** Transfer \$120,000 from budget line 303-0515-515.6301 (Infrastructure Improvement) which currently has \$593,000 to a Small Business Façade, Site Improvement, and Adaptive Reuse Program line item that will be created specifically for this program and \$50,000 to a Demolition Assistance Program line item that will be created specifically for this program.

**RESOLUTION #CRA-R-2024-15**

**A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS ADOPTING BUDGET AMENDMENT ONE FOR FISCAL YEAR 2023-2024 BUDGET, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS** section 218.33(l), Florida Statutes, states "Each local governmental entity shall begin its fiscal year on October 1 of each year and end it on September 30"; and

**WHEREAS** Section 218.31 defines "Local Governmental Entity" to include special districts, such as TOECRA; and separate, distinct, and independent from the governing board of the County and Municipality; and

**WHEREAS** the TOECRA seeks to create several new programs to enhance the Area and it requires funding.

- Small Business Façade, Site Improvement, and Adaptive Reuse Program - \$60,000
- Demolition Assistance Program - \$25,000

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY OR EATONVILLE, FLORIDA**

**SECTION ONE: RECITALS:** The recitals above are acknowledged and in keeping with Section 163, Part III, of the Florida Statutes.

**SECTION TWO: CONFLICTS:** All Resolutions of the Town of Eatonville Community Redevelopment Agency (TOECRA) or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

**SECTION THREE: SEVERABILITY:** If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION FOUR: EFFECTIVE DATE:** This Resolution shall become effective immediately upon its passage and adoption.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year as indicated above.**

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

\_\_\_\_\_  
Marlin Daniels, Chair

ATTEST:

\_\_\_\_\_  
Veronica L. King, Town Clerk