



APOPKA COMMUNITY REDEVELOPMENT AGENCY AGENDA

May 21, 2025 6:30 PM

Apopka City Hall Council Chambers

APOPKA CITY COUNCIL MEETING WILL BE LIVE-STREAMED ON YOUTUBE. TO WATCH, PLEASE VISIT:

<https://www.youtube.com/CityofApopkaFL>

CALL TO ORDER

INVOCATION

PLEDGE

APPROVAL OF MINUTES

1. Approval of Regular CRA Meeting Minutes of April 16, 2025.
2. Approval of Regular CRA Meeting Minutes of April 23, 2025.

PUBLIC COMMENT PERIOD

The Public Comment Period is for City-related issues that may or may not be on today's Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

PRESENTATION

NEW BUSINESS

1. Approval of the FY2025 re-allocated CRA budget
2. Residential Facade Repair Grant Program review and discussion
3. Resolution 2025-01 Wayfinding signs repayment and Purchase Orders rollover

OLD BUSINESS

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Community Redevelopment Agency with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any opening invocation that is offered before the official start of the Community Redevelopment Agency meeting shall be the voluntary offering of a private person, to and for the benefit of the Community Redevelopment Agency meeting. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Community Redevelopment Agency meeting or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the Community Redevelopment Agency meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be

required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Minutes of the City of Apopka Community Redevelopment Agency (CRA), held April 16, 2025 at 6:05 p.m. in the City of Apopka Council Chambers.

CALL TO ORDER: Chair Nelson called to order the Community Redevelopment Agency Board meeting at 6:05 p.m.

ROLL CALL: Chairman Bryan Nelson
Member Diane Velazquez
Member Nick Nesta
Member Alexander Smith
Member Nadia Anderson
Member John Drago
Member Nikki Williams
Attorney Clifford Shepard

APPROVAL OF MINUTES

1. CRA meeting minutes of November 6, 2024.

MOTION by Member Drago and seconded by Member Smith to approve the CRA minutes of November 6, 2024. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.

PUBLIC COMMENT

Reverend Jimmie Howard stated the only thing benefiting them is the stuff done at the Alonso Williams Park and no other money is going to their side. He stated the proposal for the walking trail stops at Michael Gladden. If they had gone down to 10th St, it would upgrade 10th St. In reference to the building, he discusses a Masonic Hall and Bethel Freewill Baptist Church on Park which are eyesores. He says some of the money allocated to residence should be used for those type of buildings. He feels that the rest of the city across the track is being left out.

Leroy Bell commends Member Anderson and stated for the first time in the last 8 months that they have heard the citizens were in her head and he appreciates that. He stated CRA Statute 163 that Attorney Shepard alluded to, particularly part 3, lays out how the CRA is funded. It states that the advisory board needs two members of the community but he feels the community is not involved. There is a disconnect between the advisory board and the community. He felt the Commissioner Moore's presentation was a campaign presentation. Bell thinks the focus should be more on residence and not businesses and recommended people pay a fee to the city for when festivals come out to cover the fee of police officers.

Clint Stanley stated he doesn't believe the increased \$250,000 budget will be enough and should be raised more so they can help more people in the South Apopka Area. He also wants something done for the youth on his side of town equivalent to the skate park.

Sylvester Hall stated he would like South Apopka to have the same accommodations as everywhere else in Apopka and that there needs to be equality. He gave the example of Alonso William Park and how it doesn't have water or electrical hook ups.

Mario Hicks stated he believes there should be one million dollars allocated to the 459

homes in the CRA area. He recommended a focus on residents instead of businesses.

Chairman Nelson suggested removing the Edwards Field upgrades and instead allocating those funds to the Residential Renovation Assistance Program. **Discussion ensued on whether purchasing the land proposed is feasible or if the money should be allocated to the Residential Renovation Assistance Program. A representative from Quest was asked to speak on the topic.**

Kyle Becker, Chairman of the Board for Quest stated there are three parcels that Quest owns. There are currently no conversations on the topic of liquidating properties but are open to it. To his knowledge it was only the property south of the adult training center, not the property to the left which he doesn't think they would consider. They have their next board meeting next Thursday April, 24th where they will discuss this topic. **Member Anderson** asked if he thinks the board would have an appetite to entertain an offer on this property. **Becker** responded that he can't speak on behalf of his board. He clarified that the reason he was there that night was to make sure that there is an item on their consent agenda for the council meeting that directly impacts one of those pieces of property. There were code enforcement fines that were assessed and the issues taken care of. Quest and their staff came to an agreeable settlement for that code enforcement which is on their agenda for the evening. He just wanted to make sure it passed because it has been approved and would impact the southern piece of property. **Member Anderson** asked if they can send an email offer for them to discuss. **Becker** responded that if they can send the offer before next Thursday it's better but the top of his conservation is to determine long term if they have a strategy for that. They are on a growth hypothesis for their services and need to make sure they have the space necessary. **Member Nesta** asked Attorney Shepard if they need to get an appraisal on the property. **Attorney Shepard** responded they have their own purchasing policy, so if they are acquiring property, the answer is yes. **Member Nesta** stated he doesn't think we can get the appraisal in time but we can present something for their following meeting. **Becker** responded that if the board is interested it doesn't mean they have to wait until the next meeting, which they have every other month. They can react to whatever offer is on the table. He wanted to make it known that their board hasn't formally discussed selling yet. **Attorney Shepard** wanted to clarify that when the purchasing policy was made, they specifically excluded property in the CRA because it has its own disposition process so whatever they follow whether it's to get an appraisal or not, it's excluded from the purchasing policy.

Member Nesta stated residents don't feel that they have been involved in this process and would like to have a meeting next week so they can discuss what the residents need. **Chairman Nesta** recommended holding the next meeting next Wednesday April 23rd at 6pm to which everyone agreed.

PRESENTATION (ensued before public comment)

NEW BUSINESS

1. Discussion and direction on possible updated CRA projects.

Bobby Howell Planning Manager said we're here to discuss house bill 991 and Senate bill 1242, which have been filed in the state legislature. They're intended to limit the powers at CRA meetings. If the bill becomes law CRA will not be able to initiate new projects after Oct. 01, 2025. Projects would need to be budgeted before then in the event that should happen. An amended version of the bill was sent out earlier this afternoon which is currently on pause in the legislature, therefore the original bill in the packet is the one going forward. There is a list of proposed projects to closeout the CRA should the bill become law. For the completion of the Downtown Apopka Trail to Alabama Ave he proposes installing some benches and seating area at the pocket park by the bake shop. Apopka Action Sports park will include more ADA parking, sidewalk, pavilion, and water fountains. Mr. Williams will elaborate on these upgrades. Alonzo Williams Park will rebuild basketball court, include a new 20x28 pavilion. Possible expansion of the park. Letter has been sent to Quest to see if they are interested in selling the property to the city. For the Edwards Field upgrades they propose a renovated open field with improved irrigation, basketball and pickleball courts, and the potential property acquisition mentioned before. For the signal and pedestrian upgrades on 5th and Park it will include signalization and mast arms to cross at the intersection. The A Street replot from the previous CRA meeting in February was asked to be brought up tonight for an up or down vote. **Howell** states this is more of a discussion to gauge input from the CRA board as projects they would like to see going forward and solicit any discussion input to provide direction to staff to go forward.

a. Chairman Bryan Nelson asked if anyone had any questions for Bobby or if anyone from the public wanted to speak about this item.

Member Drago asked about the initial bill given to them and spoke about not seeing clarification on what would happen should a project take longer than Sept. 30th 2025 to complete. He inquired if there is any indication from the state if the CRA can remain in existence.

a. Chairman Bryan Nelson replied that the FRA Attorney of records happens to be present and can answer questions regarding the legislation.

Attorney Cliff Shepard replied to **Member Drago's** question by stating that the answer is very unclear. He was informed the amendment to the bill which he sent was going to go before the committee yesterday has been pulled temporarily as there is general disagreement amongst the house in the senate as to what amendments they want to see. He stated that for today's purpose they should plan as if they won't be able to proceed past this year as it is the most conservative year. He believes at the end of the day they will find a way to allow CRAs to exist with tighter reigns. What that would look like could be anything from penalizing CRAs who continue to violate spending rules, as suggested by the FRA as a solution and tightening, with clear definition, what you can and can't spend money on. Penalization could go up to removing their ability to being a CRA. He's not sure if any of those will gain traction but the amendment that they have seen, but is paused, would allow CRAs to operate the way they do today with the exception that all CRAs would come to an end in 2045 no matter what their deadline is. The only exception would be if they have ongoing debt obligation to be funded by CRA revenues that can't interfere with those bond covenants. He clarified that the proposed amendment, for those that don't know, states that a new project which has been proposed and funded after this year, could be done if fully paid off by the termination date of the CRA or 2045, whichever comes earlier. He advises that if they are planning he thinks the list of proposed projects is great because they can't move fast enough to keep up with the changing mind of the legislature. He recommends they get those projects underway sooner rather than later. **Member Drago** asked if some of the projects run into problems, like those requiring change orders and time delays, given the termination date of the CRA, would the CRA be able to fund cost overruns, budget adjustments, and changes in scopes of services? **Member Drago** asked Attorney Shepard if the CRA remained in existence if they would be capable of making those changes.

Attorney Shepard responded that they would be capable of making the changes but they would come out of the obligation of the general fund because they would no longer have TIFF coming in, meaning they wouldn't get the rebates they now get from the county that they now spend on those things. So yes, it possible. The more conservative approach, if that's what they're interested in is to make sure they build in a significant contingency in the budget until they have the ability to deal with the overruns from TIFF and within the time frame of the CRA. **Member Drago** stated he noticed in the bill that as far as debt service is concerned, the legislature allowed the CRA to remain in existence in order to pay off the debt. **Attorney Shepard** interjected that that is correct. **Member Drago** said it begs the question that if the debt is already obligated, unless the CRA is required to meet in order to approve the debt service payment, which he doubts, he has trouble understanding why the legislature would allow the CRA to remain in existence relative to debt service but not for projects. **Attorney Shepard** responded that it is a constitutional prohibition against interfering with bond covenants. It's the same problem that happened when the legislature thought they could pull the rug out from under Disney when they had over a billion dollars in bond commitments. It was unconstitutional and, as in the case of Disney, they had specific legislation that said they would never do that so

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they had to go back and rewrite it so they couldn't and wouldn't interfere with the ability of Disney to pay its bond. **Member Drago** asked Attorney Shepard if the CRA were to terminate they would still be required to conduct an annual audit. **Attorney Shepard** responded that would be up to them so unless it comes out the answer is yes. **Member Drago** responded okay. **Attorney Shepard** responded that it is a constitutional prohibition against interfering with bond covenants. It's the same problem that happened when the legislature thought they could pull the rug out from under Disney when they had over a billion dollars in bond commitments. It was unconstitutional and, as in the case of Disney, they had specific legislation that said they would never do that so they had to go back and rewrite it so they couldn't and wouldn't interfere with the ability of Disney to pay its bond. **Member Drago** asked if the CRA were to terminate they would still be required to conduct an annual audit. **Attorney Shepard** responded that would be up to them so unless it comes out the answer is yes. **Member Drago** responded okay. **Member Nesta** stated he was reviewing a lot of the projects they have done, what they've looking at potentially doing moving forward and asks what the end date of the CRA is as it currently stands. **Attorney Shepard** asked **Howell** if it was 2037. **Howell** responded that it is 2035. **Attorney Shepard** clarified we have a three-year lease from the county who is looking to see results to continue us further. They asked for ten and received three, if granted the maximum it's 2035. **Member Nesta** asked if this should go into effect if they are allowed to extend this. **Attorney Shepard** responded that they are allowed to extend this because the cutoff would be 2045.

Member Nesta responded okay and stated that the bill removed a current law option for local government to vote to extend the subordinate CRA's expiration date. **Attorney Shepard** responded yes, they did that but they are in a charter county so it has to be approved by the county. **Member Nesta** responded okay and that he understood. He confirmed that as long as all of the projects are done by 2035 they wouldn't have an issue. **Attorney Shepard** interjects that that's correct and if they are allowed to keep funding projects after Oct. of this year. That's the big be all end all. If they pull that out, when replaced with something like the penalties he discussed, then they should be okay. Our issue has been not doing more projects, as opposed to doing the wrong projects. **Member Nesta** confirmed he understood and confirms that they have to be earmarked and the funding allocated by Oct. 1st effectively. **Attorney Shepard** responds that under the current worst case, yes. **Member Nesta** asked if that's the case and some of the projects don't come to fruition for one reason or another, can we move the allocated fund to another project that is already on the list. **Attorney Shepard** responded this year, not after this year and not after October. No money can be moved after Oct. 2nd. **Member Nesta** asked if we can't move any money at all. **Attorney Shepard** confirmed they can't. **Member Nesta** asked if we just lose the money. **Attorney Shepard** responded they would return the money to the county. **Member Nesta** responds okay and clarifies that they have to be very specific on the budgeting for the project and ensure they can accomplish the project as well. **Attorney Shepard** confirms that that is correct.

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Chairman Nelson states that the reason the projects are put together was to make sure we can meet them. We have the planning for some of the rest of the trail but can't get past the planning then it doesn't. **Attorney Shepard** interjects no, and the ultimate issue here is, acknowledging county ears are present, nobody wants to turn money back to the county if they can help it but they may have to if the bill goes through as worst case and we have allocated the money to spend on projects. **Member Nesta** responded that he has no further questions.

Member Smith asked whether the façade assistance grant program money allocated to those projects has to be spent by Oct. 1st as well. **Attorney Shepard** interjects to clarify if he's asking about the façade grant. **Member Smith** confirms he is. **Attorney Shepard** clarifies it has to have been applied for, budgeted, and ready to be spend in this year. The project doesn't have to be finished but it has to be initiated. **Member Smith** asked if the money they currently have budgeted can remain as long as they apply to use those funds prior to. **Attorney Shepard responded** it has to be approved budgeted funds in this year prior to Oct. 1st 2025. **Member Smith** asked if we have the ability to add programs to the list. **Attorney Shepard** responded absolutely as long as they can get them done and budgeted this fiscal year.

Member Velazquez reiterated the question of adding more to the list and stated the public would be giving some suggestions on where they think some of the dollars should be spent. **Member Velazquez** confirms we can add more to the list. **Attorney Shepard** emphasizes as long as it can get funded from what they have. **Member Velazquez** asked where do they determine if they add to the list, they have to readjust where funds are allocated. **Attorney Shepard** responded that would require meetings and budget amendments. **Chairman Nelson** clarified that they are trying to get a baseline to start with and have asked the staff to come up with at least as much as they have to spend. They can add more to it realizing they can adjust downward or quite honestly, they want to go to general funds but they want to make sure, if for instance the properties can't get purchased or contracted, whether that money would either go back to the county or get spent on other projects. **Chairman Nelson** stated he met with Bobby and Blanche to try to come up with options or projects that they can get done in the appropriate amount of time so that they can spend it and not lose it. **Blanche Sherman** stated the CRA budget is the \$4,471,029 million. If they want to exceed that amount then they need to come up with a transfer from the general fund. Those are the only funds that are in that budget. They need to maintain a balanced budget. **Member Smith** asked if the projects listed consume all of the budget. **Sherman** clarifies that the list they have before them exceeds the \$4,471,029 budget which is why they need to prioritize. **Member Smith** asked if they add to the list they need to eliminate something that is there or take money from the general fund. **Sherman** confirms that is correct. **Discussion ensued between Member Smith and Chairman Nelson regarding clarification about the various projects.**

Attorney Shepard stated he will let them know if he gets any firm ideas about what's going to happen. He is of the opinion, for this session, if they like the projects they have the sooner they get them funded and started building the more likely they will be safe. **Member Smith** stated he asked his previous question because they feel they need the one on fifth and central but it was stated it was impossible to get it done. **Chairman Nelson** replied they can do the planning and then hope the CRA doesn't go away next year, then yes, they can do the planning. **Member Anderson** interjected and stated the importance of moving forward with assuming the bill is going to pass with the most conservative. With that being said it's important they focus on what's proposed and what the change is going to be. **Chairman Nelson** agreed and asked **Member Williams** if they have any questions for the city attorney regarding the bill. **No further questions are asked regarding the bill and the meeting proceeds to discuss the projects.**

Bobby Howell stated the program is for single and multifamily renovations and may include CPTED (Crime Prevention Through Environmental Design) review, paint, lighting, energy efficient windows and doors, gutters, etc. The max it allows is \$1,000. **Member Anderson** asked to confirm that that is the program the CRA put together and whether it can be amended. **Howell** responded it is a CRA program and was budgeted from last year's budget so if they wanted to cut one of the projects previously listed and add to that one they could. **Attorney Shepard** summarized by emphasizing that residents would have to have their applications in and approved prior to Oct. 1st. **Chairman Nelson** asked if there are any restrictions. **Attorney Shepard** responded yes. The general purpose of the façade grant is to make the appearance of whatever it is (ex: run down businesses) so that it's more attractive for people to come and walk the streets and patronize businesses. It's not really about fixing houses unless those houses are in an area where people will walk down the streets and pass them by. With that said, where he knows the line is drawn is when people ask for HVAC. Since it's an interior improvement it doesn't qualify. **Member Nesta** clarifies that Member Anderson is not referring to the façade grant but instead a renovations/general assistance program so it's not specific to façade. His understanding is also that the basis and success level of the CRA is increased property values. **Discussion ensues on the terminology that the grant uses and specificity of what grants can be used for. It wrapped up to the consensus being that when they update and extend the Residential Renovation Assistance Program they should consult with Attorney Shepard to ensure they are putting things in a compliant statute.**

Member Anderson asked where they stand on the \$250,000. **Member Smith** responded inquiring what area they would take the money from and since it has to be approved before Oct. 1st he wants to make sure they have the time to apply it somewhere else if needed. **Member Anderson** recommended giving people a two-week window to apply and go from there. **Discussion ensues on questions regarding the budget and where money has been moved around for now and how much the budget is over by.**

Attorney Shepard addressed the members of the council and told them he emailed them a memo that set forth why you can't spend money on marketing and special events but specifies what you can spend money on. **Chairman Nelson** asked Ms. Bone to send a copy to Members Drago and Williams to review. **Member Nesta** proposed having a meeting next week to take a deep dive into everything and avoid having to make a rash decision now if things are just going to be adjusted anyway. **Member Drago** addressed Chairman Nelson and stated they don't have all the facts and are missing a comparison of the current budget with a dollar figure and a suggested budget relative to the criteria Attorney Shepard laid out. **Member Drago** stated that he heard Attorney Shepard say that if they can't be completed and the state says the project has to be terminated, do the funds in the CRA get transferred to the general fund in order to pay for the obligation. **Attorney Shepard** responded no and again clarified that the CRA funds never get transferred to the general fund but are instead sent back to the county who can then redistribute a portion of it back to the city. We receive 95% of the portion of the funds that would otherwise go to the county to spend in other parts of the county.

Chairman Nelson asked Attorney Shepard, in reference to what **Member Anderson** was talking about, if we need to change our policy under the Residential Renovation Assistance Program. **Attorney Shepard** responded there are two things there. They would need to change the terms of their grant program to increase the limit and what it can be spent on and make sure it complies with Florida Law. They would also need a budget of transfer. **Chairman Nelson** asked Howell to come back up and discuss the residential improvement. **Member Anderson** also asked **Radley Williams** what are some things they can outsource a contractor to come in and help facilitate.

Member Nesta stated that before taking a deep dive into the projects, the proposal is to remove a lot of things as well. For instance, wayfinding signage, building code assistance program, façade renovation assistance program, etc. **Sherman** responds that some of those things are already obligated. They are already encumbered and are instead looking the 85,000 community police for instance. **Member Nesta** asked if the building permit refund assistance program is being removed. **Howell** responds yes. **Member Nesta** interjects listing the residential fee assistance program and stuff that would assist to keep development going and help homeowners and business owners as items being removed. **Howell** reiterates that this is a list that they had come up with but it is up for discussion for them to choose what they want to put in it's their meeting. **Member Nesta** responded that they want to bring this as far as they can but at the same time CRA is to benefit the community as well. He wants to make sure they aren't removing that from the residence access to those funds. **Member Smith** stated his question earlier in the meeting was about that regarding the removing the façade grant program if it was already budgeted.

Chairman Nelson responded that the money is there but if no one applies for it the money goes away. **Member Anderson** interjects and stated one of the things alarming to her is that the residential renovation assistance program has been around since 2017, through her research they have only given out \$1,000 to that program. Speaking with staff, they have done no community outreach and have failed their residence. She stated they only allocated \$10,000 initially in the 2025 budget and then took it away just now. She proposes that they increase the amount from \$10,000 to \$250,000 and they do right by the residence and use the funds for what they are intended for. It is important that they are planning that and make sure we do right by the 459 residents identified in the CRA area. In addition to that the program outlines \$1,000 and as people know you can't renovate anything with that amount. Therefore, modifications to the program are needed. Lots of people can benefit from the program. **Member Anderson** stated if the budget is looked at it's possible to find \$250,000 at minimum to put into the program and fund it. Lots of residence are ready to sign up. **Member Nesta** asked what program she is referring to. **Member Anderson** responded it is the Residential Renovation Assistance Program that has been around since 2017. **Chairman Nelson** instructed Bobby to tell everyone what that entails for the residential side.

Radley. Williams responded they have a general contractor solicitation bid coming up which is something they could explore with Attorney Shepard to ensure it's an appropriate use of that contract on both sides. **Member Velazquez** asked if obtaining three quotes is still a requirement for the Residential Renovation Assistance Program. **Howell** responded that it is a requirement for all the programs and they can change it if they want. Howell asked Member Velazquez for assistance in promoting the program through her social media platforms and community networks. **Chairman Nelson** asked Attorney Shepard to clarify on the eligibility of roofs. **Attorney Shepard** Residential Renovation Assistance Program responded by reading 163.370 Sub 5 in the memo which gave a breakdown. It typically refers to businesses but he has seen it used for residential properties. **Member Nesta** proposed changing the amount up to \$20,000 instead of \$10,000. **Discussion ensued on whether they should have a match but the consensus was there be no match since the homeowners have already invested into the property.** **Member Nesta** recommended one quote, up to \$20,000 in improvements with no required match, and to have someone on staff to run with the management of it. He asked Howell if it would be him. **Howell** responded that for now, until they hire someone, it would be. **Chairman Nelson** responded that they need more than one quote to spend that amount of money. **Discussion ensued and it was agreed two quotes would be required.**

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Member Williams asked where the funds to pay for the management of the program would come from. **Sherman** responded that it's not clear how it'll work just yet but, in the past, the CRA person was oversaw it. **Member Anderson** recommended another \$25,000 in the budget, bringing it from \$250,000 to \$275,000 to cover the cost of brining someone on to manage it and leave the \$250,000 for the residents. **Sherman** stated they have to look at the scope in the terms of contact to see if it's limited to city owned property. If it's not we can proceed with awarding the contract.

Chairman Nelson recommends moving on to the public and then circle back to close this topic out.

- 2. Commissioner Moore** wanted to remind everyone that the money comes from Orange County Tax payers from money that are usually gone to general county funds. The legislature passed it at least 30 years ago to help increase property values in an area. She provided additional ideas and examples of traditional CRA projects. In regards to crosswalk improvements, since Park Ave is a functionally classified road, the county can pay to have a crosswalk painted. If they wanted to go with a raised cross walk the county could pay for it but the lighting features and ADA sidewalks could come out of the CRA. She suggested providing more parking for events and markets as well as E-Bikes for officers to patrol the trail.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 7:52 p.m.

ATTEST

Bryan Nelson, Chairman

Susan M. Bone, City Clerk

Transcribed By: _____
Carolina Baez, Administrative Specialist

Minutes of the City of Apopka Community Redevelopment Agency (CRA), held April 23, 2025, at 6:00 p.m. in the City of Apopka Council Chambers.

CALL TO ORDER: Chair Nelson called to order the Community Redevelopment Agency Board meeting at 6:00 p.m.

ROLL CALL: Chairman Bryan Nelson
Member Diane Velazquez
Member Nick Nesta
Member Alexander Smith
Member Nadia Anderson
Member John Drago
Member Nikki Williams (**ABSENT**)
Attorney Andrew Smith

APPROVAL OF MINUTES

None

PUBLIC COMMENT

Commissioner Christine Moore said when reading the agenda, she has a concern because it was a year ago she brought the board a resolution the approval of the extension and the board has yearly extensions where the City has to send their plans for approval to the Board of County Commissioners. Tonight, on the agenda it said its going back to the 2017 update and what was approved by County Commission last year was all the work done a year ago with Jim Hitt. She is hopping everything gets straightened out. She said if they choose to make any changes the way she reads the document is that is has to come back to the Board of County Commissioners for approval. She said her reason for being here tonight is that she is behind the City and she wants the CRA to be successful. She wanted the City to be aware that if they make substantial changes that it has to come back before the Board of County Commissioners again. She provided documentation to the board stating such. She said she would be present for this meeting to hear whatever plan changes were being made.

PRESENTATION

1. CRA Bill Update
Presented by: Cliff Shepard, City Attorney

Attorney Shepard said the information regarding this Bill changes hourly. If could have changed since he provided an update that morning. What happened is the Senate and the House are at odds. The Senate has a Bill 1290 that is much less onerous. It preserves the CRAs in much the same way we know them. It does put restrictions on spending none of which would really affect what Apopka is doing. It is a much more CRA friendly version. The House, late yesterday put in an amended Bill which was a complete strikethrough as described by Ryan Matthews our lobbyist, basically saying they're going back to the drawing board and what is coming back is going to be much

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worse than what we have already seen. Attorney Shepard was told through their lobbyist report that the Senate is holding strong and the House is showing that this Bill is going to be important to them because they've tacked into it some other things that are priorities to the Senate and put them all in one package. So, if you don't vote for this Bill with the other items you're not going to get the things that you want as well. This is the game that is being played. What Mr. Matthews said is that they're running out of time. If they cannot get something done in the next two weeks it might not happen. He also said that they're expecting may even two special sessions where this could be the priority. Our hope is that the Senate will hold fast. Our information is that there is significant and maybe sufficient opposition in the Senate to the "more draconian" House Bill from the number of people who should know and that it won't get through. But you never know. The version that the Senate put out is very much what I wrote for them. The best things we have going for us are those that are our allies are strong allies and they happened to be in the right party right now. They've seen what CRAs can do and they seem to be of the belief that its not good to throw out the whole bunch of apples because you have a couple of bad ones in South Florida. There's a vote coming up on Friday, it could be a totally different thing by Friday.

Chairman Nelson said that he printed the Legislative alert that League of Cities just put out today, just for reference.

2. Discussion on status of 2017 update to CRA Redevelopment Plan.
Presented by: Bobby Howell, Planning Manager

Bobby Howell, Interim Elective Director CRA said in response to last weeks workshop this is a continuation. Attorney Shepard spoke about what's going on with the Bill going through the Legislature right now. Last week, the board opted to have another workshop to solicit additional public input related to purposed projects that could come down the pipeline if the Legislation passes. The purpose of this meeting tonight is to finalize the list for incorporation into the CRA budget. Regarding the list they came up with last week, a gold star meant an item was discussed and decided on at the April 16th Apopka CRA Meeting. The item with one gold star was the Resident Façade / Repair Grant Program \$305,000 dollars. If the item on the list had two stars this meant the item was presented at the April 16th Apopka CRA Meeting, and if the item on the list had three stars it's a new item for discussion.

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Blanche Sherman said the available funding in the budget is \$4,471,029 dollars. Obligated as of today's date is approximately \$131,000 dollars.

Member Anderson asked for a breakdown of the total projects obligated totaling the \$131,000 dollars.

Blanche Sherman responded everything in red, the \$85,000 for the community oriented policing program, \$6,000 for the CRA audit, \$951 for Florida Redevelopment Association Annual Conference, \$5,366 for Building Code Assistance Program, \$27,325 for Façade Renovation Assistance Program, \$175 for special district State Mandated Fee, \$995 Florida Redevelopment Association Annual Membership, and \$5,909 for Skate Park & Pump Track. All of these items equal the \$131,000 dollars already allocated and they are not available to be reallocated. The only project that was taken off was the Downtown Apopka Trail. The remaining balance of \$1,933,721 dollars.

Member Nesta said the Downtown Apopka Trail, the \$2.4 million dollars, that's to complete the entirety of the trail correct?

Radley Williams, Parks and Recreation Director no. That's to complete the section that is ongoing right now down Hawthorne and Michael Gladden Blvd and then to complete the section on 6th Street from Station St and we are trying to get it to continue to South Highland Ave. We have some easement issues beyond Highland Avenue that it doesn't look like we are going to be able to resolve. There could be some extra funds there that we can look into reallocating.

Member Smith said in reality the only funds that that City has to expend is the \$1,933,721 dollars? **Blanche** responded yes at this point.

Member Velazquez said yesterday she had a business owner on Main Street ask about the opportunity to submit for a roof. Her understanding was that it's a business, they're in the CRA, they're directly on Main Street. The question was are they are obligated to accept the lowest bid from the three bids they're required to obtain? Or can they choose whom to go with from the three bids? **Blanche** responded that as long as all of the specifications are met, everything is even, they should be accepting the lowest bid. They are obligated to take the lowest bid provided that all the specifications were met. **Member Nesta** asked what business that was? **Member Velazquez** responded Nauti Lobsta. They are looking to have a specific kind of roof to cut down on their electric bills as their current roofing is old.

Attorney Shepard said is this based on the way that program is currently structured?

Blanche responded yes. **Attorney Shepard** provided an explanation regarding a possible option. He stated that the contractor that is the lowest bid doesn't do that style of roof or that kind of roof, then an option would be to say we're only going to give you an award based on the lowest bidder, this is an upgrade, if you want to make up the difference out of your own pocket, you can do that. That's an option. If that isn't how the grant is structured, you'd need to change the way the City's program is

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structured. **Blanche** said the specifications should be based on what you're trying to accomplish. What you're looking for. They should be bidding that particular type of roof.

Member Drago said he had conversation with Attorney Shepard regarding the process of how these homes get contracted and how it gets paid. He was nice enough to give me the five-step process. He believes that the entity that should be in control, not only to project but payment to the contractor is the City. You have better control, the prices are better, you can at least get a contractor that will give you a price based on multiple projects rather than single projects, so there's a cost saving there. He said he sent a copy of his model to each of the members and one of the programs he put in there was a CAP Program (Curb Appeal Program). The key element is that once the improvements are decided between the City and homeowner, the homeowner grants a construction easement to the City. An easement is an overlay to the property. The easement belongs to the City. It gives them permission to do the modification work. The City pays the contractor and the City is responsible for the quality of work. Takes that responsibility away from the homeowner. You don't need two or three bids. The interim CA indicated that he had a contractor that the City uses. I think you can spend the \$305,000 dollars quickly and efficiently.

Chairman Nelson said when the City put out the CDBG Grant for the \$800,000 dollars received from the State. There is a list of all the applicants received and obviously there wasn't enough money to accept everyone but his recommendation is to at least give those applicants the first shot at the Residential Façade Repair Grant. Some items do not meet the guidelines, but for the applicants that meet the guidelines he would suggest the City take all of them first because they have already been vetted. **Blanche** responded we had twenty applicants / homes make it through the process but then the City ran out of money. There was a total of twelve homes. We had four houses approved and we are bringing the fifth home for approval at the next meeting. The remaining seven homes are considered alternate homes which will be the ones that we will be looking at first. Whichever home meets the requirements and is in the CRA.

Member Drago said if house #1 has a grant from the CDBG for \$5,000 dollars but they need \$10,000 dollars' worth of work, can the Residential Grant Program supplement the \$5,000 dollars to give it a total of \$15,000? **Blanche** said she would assume if it's in the CRA and it was eligible under both programs, it could, but in this particular case the funding that was available under the CDBG Program covered the full house.

Member Nesta said he wants to do a quick presentation. He said due to having a large turnout from residents that were interested within the CRA. He provided a brief presentation regarding the historic context of the CRA to help understand where the City came from, how the CRA started and help the residents understand what the CRA is supposed to be doing for the City.

- a. **Chairman Bryan Nelson** asked if anyone had any questions for Bobby or if anyone from the public wanted to speak about this item.

Virginia Street, said she didn't see anything allocated for a resource center for needy and unhoused. She spoke about the property close by that the City spoke about purchasing to build a small resource center there. **Chairman Nelson** said its on the list. Item #24 land acquisition. The City is trying to take ownership of the land but unsure if building a facility for the needy and unhoused meets the CRA criteria. She recommended the City even if it doesn't meet the CRA criteria that the City at least places a double wide to assist the needy people. **Attorney Shepard** said an option would be that if the City were interested in acquiring an existing building within the CRA that needed rehabilitation, then there's no reason that the City couldn't also apply for the Façade Grant just like anyone else. The City can acquire land and they can for redevelopment purposes do things like Façade Grants.

Leroy Bell, Maudehelen, spoke about a grant that the City received in the past to build off 6th Street, Lorenzo Williams Park. Everything was paid for but Mr. Bell felt like the City didn't complete the park but they did actually about six months ago. He spoke about the houses that are under construction and being remodeled and feels like the contractors for these jobs weren't fairly selected. He doesn't feel like the monies were allocated fairly for the CDBG Grant. He doesn't see where the money is being used and if he doesn't see it he wants to know where its going. He spoke again about have a forensic audit.

Sylvester Hall, 3901 Rolling Hills Ln, spoke about too many good people standing by watching bad things happen and not doing anything about it. He keeps reminding everyone to wake up their moral conscious. He spoke about the characteristics that matter. He spoke about the City spending money on the pedestrian bridge that runs over Main Street yet he's never seen anyone using it and he feels like it's a waste of tax payers' money and grant money. He spoke about the downtown trail and how he doesn't feel like that project is going to bring in revenue for the City.

Chairmen Nelson said we need to go through our priority list. Regarding the land acquisitions, the most important one is the Alonzo Williams Park expansion with Quest. He said everyone received an email from the former Commissioner Becker about the board meeting they're having tomorrow. They will have to wait and see but it will be a huge improvement to the Alonzo Williams Park.

Member Nesta recommended making sure that every dollar that the City is spending is linking back to the original plan in some way. It needs to link back to the Strategic Plan that was already created. It should go to the core of what the CRA is which is to benefit the community where it is.

Member Anderson said to start with item #1 and go down the list so they are not skipping around.

Blanche Sherman, Finance Director said okay CRA project #1, resident façade repair grant program for \$305,000 dollars.

Member Nesta asked how many residents do they feel will apply for this grant by October. That is applying and getting approved by October?

Member Anderson said she feels there's no way to measure that.

Member Nesta asked how much was allocated for each resident? **Blanche** responded up to \$20,000 dollars each.

Discussion ensued whether to increase the amount or decrease the amount and how many residents are expected to apply for this grant or not.

Attorney Shepard said he sent an email regarding five points. The program that Member Drago provided has some points that he would recommend layering into his. The question is how can you control money in these programs if there's no match and if the idea is we want people to fix houses. How do you keep them from using contractors that are unqualified and unaccountable? The best and easiest way to do that is where you vet or you select certain contractors. It would be contractors that the City knows and have vetted and we know they will start and finish the project in a timely manner.

Member Nesta said what happens if a contractor that we say they're approved destroys a house or doesn't show up. Does that resident now have liability and now they can sue the City? **Attorney Shepard** responded the contract will be between the contractor and the applicant and yes, we would have a structured contract so that it doesn't come back to the City. We would have a contract that would make the City as the third-party payer. All warranties of workmanship would extend to the property owner, the City wouldn't be a part of that. There would be an agreed upon draw schedule at whatever percentage of completion of the work based on the scope of work. The lien release part is very important. By the City taking the extra step of having the contractors, having an agreed upon schedule, making sure all the warranties run to the homeowner. There's still a liability there but we will have a waiver in the contract. **Member Nesta** asked how the contractors will be selected for the jobs? **Attorney Shepard** responded either the City has an approved list of contractors that the Purchasing Department has that have met all the qualifications or the City puts out an RFQ to solicit contractors for the jobs.

Member Anderson said she has a few concerns. She doesn't feel that the City should tell the residents or restrict the residents on telling them which contractors to use. She feels that the City should make sure the contractors are qualified and there should be a vetting process. The contractors should be approved by the City however she doesn't feel that they should have to choose from a list that the City provides.

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The City can make a recommendation, but not be the deciding factor. We shouldn't strong arm them into using the City's contractors.

Attorney Shepard said we just need to make sure that we are picking contractors that we know will do the work we are paying for and do a quality job of it. That we have some control over the process because we select them and we vet them. If that is not what you want that is okay but that was the suggestion. If we do it this way we will be able to control when we disburse the funds. The work is limited to work such as exterior improvements. The City retains a private building inspection company. After speaking with the City's Building Department that could be a substantial additional amount of work and timeliness may be difficult. If the City contracts for an inspection company that cost would roll into the grant as part of the grant process.

Member Nesta provided clarification that the job doesn't have to be completed by October 1st, it just needs to be approved. The jobs can be spaced out, but just make sure they are approved. The main point is to make sure we are within the contractor's contract period for the job for the pricing to remain the same. **Attorney Shepard** continued, the forth point to this program is that the contractors would agree that if we use the approved contractor's approach which I'm hearing there's resistance to it, but they would waive their lien rights. The reason that's important to us is because if they don't then they could end up in a situation where they are paid twice. Many times, whom you have a contract with isn't the person doing the work because they are subcontractors, which down the road this could cause a huge problem of lien foreclosure etc. The control of the contractors and the waiver of lien rights becomes important.

1. Resident Façade / Repair Grant Program – amount \$305,000.00. All agreed to keep.

The next project

2. Signal & Pedestrial Upgrades – 5th Street and Central Ave Design. The amount is \$77,658.00 dollars.

Member Anderson said that is just the design? That is not the cost to construct? Where would the funds come from later to construct? **Blanche** said typically out of the Transportation Impact Fees. Is everyone good with that? **All agreed to keep.**

3. Signal & Pedestrial Upgrades – 5th Street & Park Ave Construction – amount \$242,760.00. All agreed to keep.

4. Downtown Apopka Trail – Central Ave Portion Design- amount \$125,000.00.

Member Nesta asked for clarification on the location. **Radley** said its Central Avenue North from Michael Gladden Blvd to Station Street. There's a sidewalk there currently, its to expand it to trail width and then that would connect the loop to the 6th Street portion.

All agreed to remove this item.

5. Alonzo Park Amenity Upgrade – New Pavilion – amount \$125,000.00

6. Alonzo Park Amenity Upgrade – Basketball Courts – amount \$83,713.00

Member Nesta asked if there's plans in this budget or the upcoming budget to have upgrades to have vendors be able to hook up and have community events. **Radley** said currently there are no water hookups and no power there for community events. **All agreed to keep items 5 & 6.**

7. Apopka Action Sports Amenity Upgrades – amount \$242,600.00,

Member Anderson asked how much money has been so far on this park? **Radley** advised \$500,000.00 plus the change order for \$5,900.00 dollars.

Member Nesta said the City needs to change their code or remove the artificial turf from the project because the City doesn't allow residents to have turf.

Blanche said Radley will give the pricing breakdown and they will come back to this item.

8. Edwards Field Amenity Upgrade – New Pickleball Courts – amount \$150,000.00.

All agreed to remove / Wait on Edwards Field items: 8,9,11,12,13

10. Edwards Field Amenity Upgrade – New Bike Repair Stands (2) – amount \$3,000.00.

All agreed to keep.

12. Edwards Field Amenity Upgrade – ADA Parking Addition – amount \$50,000.00.

All agreed to keep.

Member Smith asked what the total is so far? **Blanche** responded \$1,036,000 dollars left.

14. 5th Street Gas Lamps & Installation (10) – amount \$70,000.00.

All agreed to remove this item.

15. City Hall Downtown Park – amount \$50,000.00.

All agreed to keep

Member Smith asked to skip down to the land acquisitions and decide to see what it will bring the final total to at that point.

16. Pocket Park at E 8th Street & S Highland Ave – amount \$105,000.00.

Member Smith asked if this is the same place where the City talked about building the four homes? **Blanche** responded yes, it is. **Member Smith** then asked if the homes will still be able to be built which they Mayor responded yes, those are on 8th Street and the Pocket Park will be on S Highland Ave. **All agreed to keep.**

17. Land Acquisition – Alonzo Williams Park Expansion (Quest Properties) – amount \$400,000.00.

Member Nesta asked where the amount for the property came from. **Bobby Howell** responded that he came up with the amount based on the property appraisers and estimated the assessed value higher.

Member Nesta he asked if the board was open to doing half and half as a board or only doing one right now because the email that came from former Vice Mayor Becker stated they may want to retain a portion of that for their own expansion. Member Nesta said the one property that is to the west is about 1.55 acres and it's a productive one for the City to have at that park.

21. Historical Markers (3) – amount \$15,000.00.

Member Nesta said because the CRA is all about keeping history he thinks adding the historical markers is about keeping the history.

All agreed to keep.

19. Station Street Lighting – amount \$15,000.00.

Member Nesta asked the type of lights were going to be installed. Chairman Nelson responded concrete lights painted black with a hanging globe light fixture from what he was told.

All agreed to keep.

20. Demolition – 8th Street & Highland Maintenance Complex – amount \$100,000.00.

Member Nesta said regardless this needs to be demolished if we are going to be building homes there and / or doing the park, it required. Either the City is going to pay for that or CRA funding.

All agreed to keep.

18. Land Acquisition – Kit Land Nelson Park Expansion – amount \$80,000.00.

Chairman Nelson said that's the property that is north of Orange Street abutting the West Orange Trail. Close to the Fran Carlton Center.

Member Nesta said he doesn't know what the City would do with that property because you would have to cross streets to get there unless it's additional parking.

Chairman Nelson said if we had that property we could close the street for up to that property so that Orange Street would dead end shorter.

Member Nesta said one thing we are missing is the focus on retaining and attracting new businesses. With some funds left over he thinks they need to add some funds back to the Façade Program.

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Member Anderson said before they put money back into it for businesses they need to increase the amount for the Resident Façade Grant Program from \$305,000.00. She went over the businesses that received over \$30,000 dollars and yet the businesses are not longer operating. She doesn't think they should allocate the rest of the funding to the businesses.

Proposed Apopka CRA Projects		
	Available Funds	\$ 1,933,721.00
1	Resident Facade/Repair Grant Program*	\$ 305,000.00
2	Signal & Pedestrian Upgrades - 5th Street & Central Ave Design**	\$ 77,658.00
3	Signal & Pedestrian Upgrades - 5th Street & Park Ave Construction**	\$ 242,760.00
4	Downtown Apopka Trail - Central Ave Portion Design**	\$ 125,000.00
5	Alonzo Park Amenity Upgrade - New Pavilion (20x28)**	\$ 83,713.00
6	Alonzo Park Amenity Upgrade - Basketball Courts (2) Rebuild**	\$ 135,000.00
7	Apopka Action Sports Amenity Upgrades** New Pavilion (20x28); artificial turf; ADA parking space with sidewalk; water fountain; picnic tables)	\$ 242,600.00
8	Edwards Field Amenity Upgrade - New Pickleball Courts**	\$ 150,000.00
9	Edwards Field Amenity Upgrade - New Basketball Courts (2)**	\$ 200,000.00
10	Edwards Field Amenity Upgrade - New Bike Repair Stands (2)**	\$ 3,000.00
11	Edwards Field Amenity Upgrade - New Water Fountains (4) **	\$ 22,000.00
12	Edwards Field Amenity Upgrade - ADA Parking Addition **	\$ 50,000.00
13	Edwards Field Amenity Upgrade - Beautification, sodding, fencing*	\$ -
14	5th Street Gas Lamps & Installation (10)**	\$ 70,000.00
15	City Hall Downtown Park **	\$ 50,000.00
16	Pocket Park at E 8th Street & S Highland Ave **	\$ 105,000.00
17	Land Acquisition - Alonzo Williams Park Expansion (Quest Properties) **	\$ 400,000.00
18	Orange St) **	\$ 80,000.00
19	Station Street Lighting**	\$ 15,000.00
20	Demolition - 8th & Highland Maintenance Complex**	\$ 100,000.00
21	Historical Markers (3)**	\$ 15,000.00
22	Station Street Resurfacing**	\$ 300,000.00
23	Land Aquisition - Downtown Triangle Property***	\$ 150,000.00
24	Land Acquisition - Duke Property***	\$ 150,000.00
		\$ 3,071,731.00
	* Discussed/Decided at April 16th Apopka CRA meeting	
	** Presented at April 16th Apopka CRA meeting	
	*** New item for discussion	

Thanks,

Bobby Howell said they City has done a couple Façade Grant Programs. The average cost was approximately \$2,500.00 dollars that they gave back to some of the businesses.

Member Anderson brought up the fact that the City has already spent approximately \$400,000.00 towards businesses already.

7. Apopka Action Sports Amenity Upgrades

Blanche said these are the costs for the items individually:

New Pavilion - \$83,712.00

Water Fountain - \$5,500.00

Picnic Tables - \$8,000.00

Two Rail Fencing - \$4,978.89

ADA Parking Spaces - \$10,000.00

Artificial Turf - \$120,386.50

Bike Repair Station - \$1,500.00

Blanche asked which items did they want to remove or keep.

Member Nesta said to remove the artificial turf.

Blanche said the remaining amount is \$117,898.00 dollars.

23. Land Acquisition – Downtown Triangle Property - \$150,000.00.

Members Nesta and Anderson suggested removing this item. Member Anderson recommended that the \$305,000.00 be increased to \$405,000.00 for the Residential Façade Grant Program.

Chairman Nelson said they will put \$30,000.00 dollars into the Commercial Façade Program for the businesses.

Member Drago said there's a measurement tool known as a productivity rate. The productivity rate is defined as the taxable value per acre. Government property doesn't count towards the taxable value. So, all these items that you've changed, the question would be asked, would they increase the taxable value per acre of the CRA and probably in some areas yes and some areas no. Currently, this CRA's productivity rate is \$433,000.00 dollars per acre. If you allow for some buildings to be demolished in the CRA and you put up a fast food restaurant that productivity rate for the fast food restaurant is \$618,000.00 dollars per acre, with no opportunity to increase its productivity rate. The question becomes, where's it best to allocate the money either on this list or some other list in order to improve that productivity rate. One of the areas that he thinks should be concentrated on is the City Owned properties in the City that are a blighted. The City has no objection to go onto a resident and citing them for their property being blighted in code violations. The City is not exempt from code violations. There's only one item on the list were a blighted area is eliminated and that's 8th Street and Highland. That's the old City property. Are there others? Yes, there's two vacant properties on 441. There's the VFW Building etc. What you don't want is for someone to buy up that property and put up a fast food restaurant because then you've taken away the productivity rate of the CRA by eliminating those buildings. He said regarding the renovation of the houses, to Member Anderson's point, he suggested the CRA Attorney have some time to develop two tracts. One tract is if the resident says they want the City's contractor to do it and a second tract is if

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the resident wants their own contractor to do it. He thinks the CRA Attorney should be able to draw those two tracts and the residents get to choose.

Chairman Nelson recommended approving the budget and then at the next Council Meeting they will take about 15 minutes and have another CRA Meeting at 1:00 pm and go over the agreements. The next City Council Meeting will be on May 7th at 1:30 pm.

a. **Chairman Nelson** asked if anyone had any questions or if anyone from the public wanted to speak about this item.

Member Drago asked Chairman Nelson is it normally the City's policy if you're going to amend the budget to bring back the proper documents in an Ordinance form with the amended budget? **Blanche** said this is a reallocation its not changing the bottom line of the budget so its not resulting in an amendment but we want these projects to be approved by the CRA. We will do a budget transfer within the City budget. **Member Drago** asked if they will allow for internal transfers as long as the bottom line remains the same. **Blanche** responded that is correct.

Sylvester Hall said most of the items he doesn't have to be in agreement with because they all have to compromise but he feels okay moving forward. He spoke about the City Attorney saying that they should have preapproved construction companies that the residents should use. He spoke about the cost that the City is paying to rebuild the homes with the grant. He requested that Alonzo Williams park get electric and water hook ups like all the other parks have for events to be held. **Member Nesta** requested to Radley to add this addition to the budget coming up in FY26.

Leroy Bell, Maudehelen, spoke about requests that he makes take forever to be fulfilled. He spoke about the sod and irrigation that was requested in 2018 at Alonzo Williams Park, yet was just completed this six months ago. He also echoed Sylvester Hall about the request for power and water hook up to be available at Alonzo Williams Park. He requested items eight thru thirteen be extracted from the CRA Budget. He recommended having two residents from the community be on the CRA Board.

Linda Voll, 73 W Orange St, said she lives in the Robinson House. She spoke about not knowing about the CRA until she was on the Board. Her suggestion is to have some sort of workshops for residents that are interested.

Kendra (Unknown last name) echoed Linda regarding there not being enough information getting out to the residents about the CRA. She recommended having water and electrical out at Alonzo Williams Park as she is a vendor in the past at the park and it's very difficult to do events without the two necessities.

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Rod Olsen said in the past the CRA monies have not been spent because the City did not have the infrastructure to head this program and make sure it delivers. The City needs to make sure to stay on top of these projects so that the City does not lose the CRA monies. He said the information needs to get out to the residents about the CRA.

- a. Chairman Nelson** asked for a motion to approve the reallocated CRA Budget.
- b. Motion** by **Member Anderson** and seconded by **Member Smith** to approve the reallocated CRA Budget.
- c. Motion carried unanimously**, with Chairman Nelson, and Members Velazquez, Nesta, Smith, Anderson & Drago voting aye.

NEW BUSINESS

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 7:52 p.m.

ATTEST

Bryan Nelson, Chairman

Susan M. Bone, City Clerk

Transcribed By: _____
Jodi Wrigley, Deputy City Clerk



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 1.

Meeting Date: May 21, 2025

Department: Community Development

SUBJECT:

Approval of the FY2025 re-allocated CRA budget

REQUEST:

CRA Board to approve the FY2025 re-allocated CRA budget.

SUMMARY:

At the April 23, 2025 CRA Board meeting, the CRA Board approved a list of projects that require re-allocation of the FY2025 CRA budget in response to HB 991. A list of these projects is attached. Any valid and existing applications will be processed, and any funding needed for these applications will be paid for from the 5th Street and Park Avenue signal and pedestrian upgrades.

FUNDING SOURCE:

RECOMMENDED MOTION:

CRA Board approve re-allocation of the FY2025 CRA budget.

ATTACHMENTS:

1. CRA reallocated FY2025 budget



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 2.

Meeting Date: May 21, 2025

Department: Legal Department

SUBJECT:

Residential Facade Repair Grant Program review and discussion

REQUEST:

CRA Board to review and discuss the proposed criteria for the Residential Facade Repair Grant Program.

SUMMARY:

The CRA Board desires to allow more funding for the Residential Facade Repair Grant Program. Provided for discussion are two documents. One is a CRA Grant Agreement, and the second is proposed criteria for eligible improvements for the Residential Facade Repair Grant Program for the CRA Board's review and discussion.

FUNDING SOURCE:

CRA budget

RECOMMENDED MOTION:

CRA Board to review and discuss the proposed criteria for the Residential Facade Repair Grant Program.

ATTACHMENTS:

1. Residential Facade Repair Grant - Eligible Improvements
2. CRA Grant Agreement - Master Template

Apopka CRA Residential Façade Repair Grant Program

I. DESCRIPTION AND PURPOSE

The Residential Façade Repair Grant Program is a financial assistance initiative administered by the Apopka CRA to support the exterior improvement of residential properties within the CRA district. The program is designed to encourage the rehabilitation, repair, and restoration of street-facing building elements that contribute to the visual character and stability of neighborhoods. Grants are offered on a reimbursement basis¹ and are intended to support property owners in completing exterior upgrades that are compatible with local design standards and consistent with the objectives outlined in the adopted CRA Redevelopment Plan.

II. CONSISTENCY WITH THE CRA REDEVELOPMENT PLAN

Currently

The only references to any residential exterior improvement grant programs in Apopka's 2017 CRA Plan are in Chapter 6: General Recommendations:

➤ *Façade Improvement Grants*

Matching grants for facade improvements could be managed and/or funded by the CRA. Funds may be combined with other grants when possible. Adherence with proper building and zoning codes must be completed when and where required.

➤ *Residential Renovation Incentive Program*

The CRA should consider incentivizing the repair and renovation of residential structures through a grant program. There could be matching grants or vouchers for rehabilitation, exterior painting, and/or consulting services such as general contractors, structural engineers, or architects.

Recommendation

Amend the CRA Plan to include a Residential Façade Repair Grant Program.

- Must hold a public hearing on the proposed amendment after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the agency.

¹ Subject to change.

- At least 15 days before the public hearing, must send notice by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographic boundaries of the redevelopment area.

III. FUNDING SOURCE

The City of Apopka may allocate funding annually from its TIF contributions to the Apopka CRA Redevelopment Trust Fund to support the Residential Facade Repair Grant Program. The funding amount will be determined annually by the Apopka City Council and by budget amendment if necessary.

IV. LEGAL AUTHORITY

Under Fla. Stat. § 163.370, CRAs have power to:

- Undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include: carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements.²
- Make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:
 - Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.
 - Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.³

V. ELIGIBLE PROJECTS

Minimum Conditions for Grant Eligibility (recommended)

- Property must be within the CRA boundary - **REQUIRED.**
- Improvement must address visible blight, deterioration, or code issues.
- Improvement must be permanent.
- Work must be consistent with the CRA redevelopment plan.

² § 163.370(c)5, F.S.

³ § 163.370(h), F.S.

- Grant recipients must obtain necessary permits and adhere to applicable law, codes, and grant agreement requirements.

Eligible Exterior Improvements (recommended)

- Exterior surface treatment.
 - Includes: repainting, re-siding, tuckpointing, or similar cosmetic improvements.
- Repair or replacement of existing exterior doors, windows, and shutters.
- Repair or replacement of existing awnings and canopies.
 - Includes: repair or removal of old awnings/canopies and/or installation of new awnings/canopies.
- Roof repairs or replacements.
 - Roof improvements must contribute to the aesthetics of the façade and must be visible from the right-of-way.
- Repair or refurbishment of existing front porches, stoops, stairways, and/or railings.
- Accessibility improvements.
 - Must be exterior, permanent improvements that are visible from the right-of-way, such as: repair or replacement of accessible ramps or railings; widening of exterior walkways or entrances; leveling or repairing uneven exterior surfaces that obstruct access.
- Demolition of exterior cosmetic features necessary to install new exterior cosmetic improvements.

Other Eligible Improvements (for consideration)

- Restoration of exterior architectural/decorative features such as cornices, trim, and other architectural details.
- Installation or repair of exterior lighting fixtures that enhance the façade and improve safety.
- Installation of front lawn landscaping and irrigation.
- Installation/repair/replacement of brick or textured driveways or walkways.
- Removal/replacement of front yard fences.
- Signage improvements.
- Exterior repairs required to meet current building code or remedy existing code enforcement violations.

- If the applicant/owner is a licensed contractor, should they be allowed to perform their own repairs and be reimbursed for material costs? If yes, recommend making owner's cost of labor ("sweat equity") ineligible expense.

Ineligible Expenditures (recommended)

- Interior modifications and/or rehabilitation.
- General property maintenance and repair (*e.g.*, cleaning gutters, lawn mowing, pressure washing).
- Non-fixed improvements, including fixtures and equipment (*e.g.*, furniture, decorations, security systems). Improvements in progress or performed prior to grant approval.
- Rent, mortgage, insurance, utilities, taxes, or other similar costs of property ownership.
- Refinancing existing debt.
- Soft costs (licenses, permits, impact fees, architect/engineer cost, etc.).
- Any work not pre-approved or not tied to blight elimination/redevelopment.
- Work performed by an unlicensed contractor where a license is required.

VI. ADDITIONAL CONSIDERATIONS/RECOMMENDATIONS

Contractor Selection

➤ **Option 1: Owners Select Their Own Contractors**

Property owners may select their own contractor, provided the contractor meets the CRA's minimum eligibility requirements. Prior to approval of the grant agreement, the selected contractor must provide, at a minimum, documentation of the following:

- A valid license to perform the proposed work.
- Proof of insurance.
- Willingness to enter into an agreement acknowledging compliance with all CRA grant terms, including the established payment procedures.

➤ **Option 2: Owners Select Contractors from Pre-Approved Contractor List**

Work funded under the program must be completed by a contractor selected from the CRA's pre-approved contractor list. These contractors will have been vetted by the CRA for licensing, insurance, and experience. Property owners would be responsible for soliciting bids and selecting from among the pre-approved contractors. The CRA would not be a party to any agreement between the property owner and the contractor and would not warrant the contractor's work.

Contractor Requirements

- All contractors must agree to the predetermined payment procedures established by the CRA, including:
 - Passing all relevant inspections of the work.
 - Submitting properly completed pay apps and lien waivers (partial and full) for themselves and any subs or materialmen.
 - Providing a final contractor's affidavit.
 - Posting and recording a notice of commencement for the project.
 - Any other procedures the CRA deems appropriate to ensure the money allocated is appropriately spent.

Grant Expiration

- Approved grants should set a timeframe for project completion, after which the grant will expire and no further payments will be made unless the completion date is extended by mutual written agreement.

COMMUNITY REDEVELOPMENT AGENCY GRANT AGREEMENT

THIS GRANT AGREEMENT (the “**Agreement**”) is entered into by and between the Community Redevelopment Agency of the City of Apopka, Florida, a body politic and corporate created and existing under the laws of the State of Florida (the “**CRA**”), and [Click here to enter grant recipient](#) (the “**Grant Recipient**”), on this [Click to enter the day](#) day of [Click to enter the month](#), 20[Click to enter the year](#) (the “**Effective Date**”). The CRA and the Grant Recipient are also collectively referred to herein as the “**Parties,**” or individually a “**Party.**”

AGREEMENT:

In consideration of the mutual promises set forth in the Agreement, the Parties agree as follows:

1. AWARD OF GRANT/GRANT DISBURSEMENT PREREQUISITES

- a. Subject to the terms and conditions of this Agreement, the CRA Grant Policy and the aforementioned Grant, a Grant in an amount not to exceed \$[Click here to enter the grant maximum](#) is hereby awarded to the Grant Recipient to reimburse the Grant Recipient or pay for the Project as more particularly described in **Exhibit A**, now or hereafter located on the Property as more particularly described in **Exhibit B**. The Grant funds shall be used exclusively to reimburse the Grant Recipient or pay for improvements or plans identified in and for the Grant eligible Project.
- b. Prior to the disbursement of any Grant proceeds, the Parties agree the Grant Recipient shall have demonstrated full and complete compliance with all applicable terms and requirements contained in any CRA Grant Policies and in the grant-specific requirements as more particularly described in **Exhibit C**, attached hereto and made a part hereof by this reference (the “**Grant Requirements**”). Without limiting the foregoing provision, the Grant Recipient specifically understands and agrees as follows:
 - i. All statements and representations made by the Grant Recipient in connection with Grant Recipient’s application for the Grant are and shall remain true and correct in all material respects;
 - ii. Any work permitted and performed in connection with this Project prior to execution of this Grant Agreement shall be ineligible for reimbursement under the Grant;
 - iii. Any reimbursement or payment request submitted by or on behalf of the Grant Recipient shall be limited to “eligible improvements” as described in the Grant Requirements;
 - iv. The Grant Recipient shall have identified the source of funding for any Project costs not being reimbursed or paid by the Grant and the balance of the Project costs not being reimbursed by the CRA Grant must be paid in full by the Grant Recipient as a condition to the funding of the Grant by the CRA;
 - v. All work related to the Project shall be conducted by properly licensed contractor(s) or tradesmen (subject to the CRA’s prior approval), after the Grant Recipient has obtained all necessary or required permits or governmental approvals for the Project

(including, without limitation, any zoning, historic preservation or building permits or approvals);

- vi. The Project shall be fully completed and inspected, and the Grant Recipient shall have received (if applicable) a certificate of occupancy or certificate of completion from the City of Apopka demonstrating the completion of the Project and the legal occupancy of the Property for the purpose of the Project before the Grant Recipient submits a request for final disbursement of Grant funds for the Project;
- vii. All requests for disbursement of Grant funds for the Project shall be submitted by the selected contractor or the Grant Recipient in accordance with **Exhibit D**, attached hereto and made a part hereof by this reference (the “**Progress Schedule and Payment Application Procedures**”);
- viii. The Grant Recipient shall allow the City and CRA staff, or their authorized agents, reasonable access to the Property and Project to (a) inspect the same for compliance with all applicable Grant requirements; (b) photograph the completed Project for use by the CRA; and (c) place CRA and City approved signage regarding the financing of the Project by the CRA; and
- ix. The Grant Recipient shall show proof of payment of all taxes and assessments due on the Property.

2. GRANT RECIPIENT’S REPRESENTATIONS, WARRANTIES, AND COVENANTS

- a. The Grant Recipient hereby represents, warrants, and covenants with the CRA as follows (collectively the “Grant Recipient’s Representations, Warranties and Covenants”) that:
 - i. The Grant Recipient has thoroughly reviewed, is familiar with, and understands the CRA Commercial Grant Policy and the specific Grant Requirements as set forth in **Exhibit C**, including, without limitation, the overview of the Grant, the purpose and intent of the Grant, the limitations on available assistance under the Grant, the Grant’s eligibility requirements for both the Property and the applicant, the lists of eligible projects and eligible improvements under the Grant, other Grant requirements (including the review and approval process), the Grant disbursement policy and procedure, and minimum maintenance requirements.
 - ii. The Grant Recipient shall fully comply with all applicable laws, ordinances, permit requirements, this Agreement, and all Grant Requirements.

3. REIMBURSEMENT OBLIGATION OF THE CRA/MAXIMUM GRANT AMOUNT

- a. As more particularly described in Section 1 herein, the CRA shall reimburse the Grant Recipient the Grant amount or otherwise disburse the Grant only upon presentation of acceptable documentation to CRA staff demonstrating the progress and completion of the Project in accordance with all applicable permits, licenses, approvals, and governmental requirements, and compliance with this Agreement and all Grant Requirements.
- b. Grant Recipient acknowledges that in no event shall the total reimbursements under this Agreement or the total Grant from the CRA awarded to the Grant Recipient in connection with the Project exceed \$Click here to enter the grant maximum.

- c. The Grant Recipient shall be solely responsible for all Project costs and shall make up any difference in payment(s) required for the completion of the Project and the maximum Grant amount allowed under this Agreement at the Grant Recipient's sole cost and expense. In addition, the Grant Recipient shall be solely responsible for paying for all ineligible costs and expenses related to the Project including, but not limited to, fees to be paid to design professionals (unless permitted under the Grant) and any non-permanent improvements or fixtures.

4. TERM/PROJECT COMPLETION REQUIREMENT

- a. **The Grant Recipient shall complete the Project and have received the complete disbursement of the Grant proceeds from the CRA no later than [Click here to enter applicable timeframe](#) after the Effective Date of this Agreement (the "Term") unless said Term is extended by written approval of the CRA Director.** The Grant, if not disbursed prior to the end of the Term of this Agreement, shall expire and this Agreement shall automatically terminate unless the CRA Director agrees to extend the Term of both the Grant and this Agreement for good cause shown by the Grant Recipient. Any extension of the Term of this Agreement shall be in writing executed by both the CRA Director and the Grant Recipient and identify the extended Term of both the Grant and this Agreement, which extension shall not exceed an additional 365-days without approval by the CRA Board.

5. CRA's REMEDIES

- a. *Rights, Remedies, and Recourses.* Upon the occurrence of any default that has not been timely cured by the Grant Recipient, the CRA shall have all rights, remedies, and recourses available to it at law or in equity, including specifically, but without limitation, the right, at the CRA's sole option, to have an immediate right to damages for a complete and full repayment of all Grant funds disbursed to the Grant Recipient pursuant to this Agreement. All sums expended by the CRA pursuant to this Agreement shall be deemed to be advances hereunder the replacement and/or repayment of which shall be secured by this Agreement.
- b. *Cessation of the CRA's Obligations.* Upon the occurrence of any default that has not been timely cured by the Grant Recipient, all obligations (if any) of the CRA hereunder, including any obligation to advance any Grant funds hereunder towards the payment of eligible costs for construction of or the completion of the Project shall immediately cease and terminate.

6. COMPLIANCE WITH APPLICABLE LAWS

- a. The Grant Recipient, its officers, employees, agents, contractors, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, ordinances, regulations, permits, and policies in performing the tasks required by this Agreement, including compliance with all building and engineering codes, and permitting or technical standards required by the City of Apopka ("City") or any other applicable agency.
- b. Unless specifically permitted under the Grant, the Grant Recipient shall, at Grant Recipient's own cost, obtain all plans, approvals, permits, or authorizations required by

the City or any other applicable agency in connection with its performance under this Agreement.

7. PUBLIC RECORDS

- a. Pursuant to § 119.0701, *Florida Statutes*, the Grant Recipient agrees to:
 - i. Keep and maintain public records in the Grant Recipient's possession or control in connection with this Agreement and the use of Grant funds for the construction of the Project.
 - ii. Upon request from the City's custodian of public records, provide the CRA and/or the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Fla. Stat. Chapter 119, or as otherwise provided by law.
 - iii. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement term, and following completion of this Agreement until the records are transferred to the CRA.
 - iv. Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CRA and/or the City, all public records in the Grant Recipient's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA and/or the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CRA and/or the City. In the event of transfer, the Grant Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- b. **IF THE GRANT RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CRA'S CUSTODIAN OF PUBLIC RECORDS: (407) 703-1794; sbone@apopka.net; 120 E. Main St., Apopka, FL 32792.**
- c. The Grant Recipient's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement for default by the CRA and other penalties as provided by law.

8. AUDIT

- a. The CRA and the City of Apopka shall have access to, and the right to audit, examine, or reproduce, the financial books and records of the Grant Recipient related to this Agreement and the use of Grant funds for the construction of the Project. The Grant Recipient must retain all such records for a minimum period of six (6) years from the date of termination of this Agreement, including any renewal or extension hereof, or for such

Apopka, FL 32703

Grant Recipient: [Click here to enter Grant Recipient's name](#)
[Click here to enter mailing address](#)
[Click here to enter city, state, & zip](#)

- b. Either Party may change its name and/or address(es) for purpose of notice at any time under this Agreement by providing the other party with written notice of such change(s) in the manner provided in this Section. No amendment or alteration to this Agreement will be required in connection with the change of name and/or address(es) made by either Party in compliance with this Section.

13. INDEMNIFICATION

- a. The Grant Recipient hereby releases and agrees to defend, indemnify, and hold harmless the CRA, the City, together with the officers, elected and appointed officials, and employees of the CRA and/or the City from and against any and all liabilities, liens, claims, suits, damages, charges, or expenses (including attorneys' fees, whether in preparation of, at trial or on appeal) of any kind or nature, which either the CRA or the City may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act on the part of the Grant Recipient or the Grant Recipient's contractor, subcontractors, agents, employees, or the like, in the execution or performance of the obligations assumed under or incidental to, the design, permitting and completion of the Project or otherwise in connection with this Agreement. Without limiting the foregoing provision, the Grant Recipient shall be solely responsible for any damage to persons or property arising out or in connection with the Project. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity as set forth in § 726.28, *Florida Statutes*, as may be applicable. The provisions and obligations of this section shall survive the expiration or earlier termination this Agreement.

14. ASSIGNMENT

- a. The rights and duties under this Agreement shall not be assigned, delegated, or novated, in whole or part by the Grant Recipient prior written approval of the CRA, which may be withheld at the CRA's sole and absolute discretion. The Grant Recipient hereby agrees (1) not to assign Recipient's rights or delegate Recipient's duties, and (2) the Grant Recipient further agrees to surrender any power to assign Recipient's rights or delegate Recipient's duties as of the formation of this contract. Any attempt by the Grant Recipient to assign any right or delegate any duty under this Agreement shall be null and void.

15. MISCELLANEOUS

- a. *TIME IS OF THE ESSENCE OF THIS AGREEMENT.* However, if any deadline, required time for performance, or cure period contained in this Agreement terminates on a Saturday, Sunday, or holiday when either the City of Apopka municipal offices or banks in the City of Apopka are closed, that deadline, time for performance, or cure period will be automatically extended to the next business day.

- b. *Survival.* Following the term of this Agreement, all provisions set forth herein which, by their very nature, are intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting confidentiality, representations and warranties, indemnifications, limitations on liability, and accrued payment obligations.
- c. *Severability.* In the event any one or more of the provisions of this Agreement is held to be unenforceable or invalid under applicable law: (i) such unenforceability or invalidity shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said unenforceable or invalid provision had not been contained herein; and (iii) the Parties shall negotiate in good faith to replace the unenforceable or invalid provision by such as has the effect nearest to that of the provision being replaced.
- d. *Third-Party Beneficiaries.* Nothing in this Agreement shall be construed to give any person or entity other than the Parties hereto any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.
- e. *Entire Agreement.* This Agreement, together with the Exhibits hereto and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either party in entering this arrangement other than as specifically set forth herein
- f. *Non-Waiver.* A waiver of any term or condition of this Agreement must be in writing and signed by the party against whom the waiver is sought to be enforced. No waiver by the CRA of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach.
- g. *Governing Law; Venue; Jury Trial Waiver.* This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state courts located in Orange County, Florida, or federal courts for the Middle District of Florida, as applicable. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.**
- h. *Successors and Assigns.* This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, nominees, successors, and assigns.
- i. *Headings.* The headings of the sections hereof are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.

- j. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to be as effective as an original signed copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement effective as of the date first above written.

APOPKA CRA

Bryan Nelson, Chair

ATTEST:

Susan Bone, City Clerk

GRANT RECIPIENT

By: _____

Print: _____

Title: _____

DRAFT

EXHIBIT A

**Description of the Project
(Including Application, Project Estimate, and Estimated Reimbursement)**

DRAFT

EXHIBIT B

Legal Description of Property

DRAFT

EXHIBIT C
Grant Requirements

DRAFT

EXHIBIT D

Progress Schedule and Payment Application Procedures

DRAFT



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 3.

Meeting Date: May 21, 2025

Department: Community Development

SUBJECT:

Resolution 2025-01 Wayfinding signs repayment and Purchase Orders rollover

REQUEST:

Adopt Resolution 2025-01

SUMMARY:

The wayfinding signage program was paid for from CRA funds to pay for wayfinding signage which direct motorists to various points of interest in the City. It was discovered that 4 of the signs are located outside the CRA. The locations are as follows:

- Southwest corner of the intersection of Bradshaw and US 441
- North side of US 441 in front of Charlies Cheesesteaks, in front of the Apopka Land Regional Shopping Center
- North side of SR 436 near the intersection of Sheeler Avenue in front of Empire Sheds
- Park Avenue in front of the Facilities Maintenance building

The general fund will need to reimburse the CRA for the cost of the signs that are not located in the CRA. The total cost for the four signs is \$35,544.92. This figure is provided from the contractor, FastSigns as is broken down as follows:

\$8886.23 per sign

Includes

- Aluminum Backer with Logo cut out
- Reflective Vinyl
- Wayfinding Poles and Hardware
- Breakaway Match Plate and Hardware
- Footers dug and concrete (Match plates added at the time of pour)
- Installation

This amendment also includes Purchase Order rollovers in the amount of \$282,947. The total budget amendment is \$318,492.

FUNDING SOURCE:

General fund

RECOMMENDED MOTION:

Adopt Resolution 2025-01, to allow the general fund to reimburse the CRA in the amount of \$35,544.92 for the cost of four wayfinding signs. This amendment also includes Purchase Order rollovers in the amount of \$282,947. The total budget amendment is \$318,492.

ATTACHMENTS:

1. FastSigns correspondence
2. CRA Budget Resolution 2025-01 wayfinding signs and PO rollovers

From: [Charles Chambers](#)
To: [Bobby Howell](#)
Cc: [Jean Sanchez](#)
Subject: Re: FW: Your invoice: 248I-88695
Date: Friday, May 2, 2025 7:58:22 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

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Bobby,

It comes to \$8886.23 per sign.

Includes

- ...Aluminum Backer with Logo cut out
- ...Reflective Vinyl
- ...Wayfinding Poles and Hardware
- ...Breakaway Match Plate and Hardware
- ...Footers dug and concrete (Match plates added at the time of pour)
- ...Installation

Let me know if there is anything else you need

Charles Chambers

Business Development Consultant

Direct: 407.774.0091 Office: 407-774-0003 ext.104

FASTSIGNS of Apopka/Altamonte

3030 E Semoran Blvd. Suite 156, Apopka, FL 32703

License #ES12002241



[Click here to see how we meet the needs of your industry.](#)

The best compliment you can give is a referral.

Thank you for your trust!

On Thu, May 1, 2025 at 5:21 PM Charles Chambers <charles.chambers@fastsigns.com> wrote:

Bobby,

I will let you know tomorrow morning.

We did the installation, I just had a sub for the footers.

Charles Chambers

Business Development Consultant

Direct: 407.774.0091 Office: 407-774-0003 ext.104

FASTSIGNS of Apopka/Altamonte

3030 E Semoran Blvd. Suite 156, Apopka, FL 32703

License #ES12002241



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Thank you for your trust!

On Thu, May 1, 2025 at 4:53 PM Bobby Howell <BHowell@apopka.net> wrote:

Hi Charles,

Can you please give me a cost for each sign that was created for the wayfinding signage program in the City. It is my understanding that FastSigns did not install but the City did the install.

Thanks,

Bobby

From: Charles Chambers <charles.chambers@fastsigns.com>

Sent: Friday, October 18, 2024 7:45 AM

To: Erin Arnold <earnold@apopka.net>
Cc: Jean Sanchez <JeSanchez@apopka.net>; Bryan Nelson <bnelson@apopka.net>;
Jacob Smith <JSmith@apopka.net>; Bobby Howell <BHowell@Apopka.net>; Michael
Ortiz <MOrtiz@Apopka.net>; Blanche Sherman <BSherman@Apopka.net>; Jessica Pugh
<jpugh@apopka.net>; Suzanne Siu <ssiu@Apopka.net>; Radley Williams
<RWilliams@Apopka.net>
Subject: Re: FW: Your invoice: 248I-88695

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Jean,

Good Morning!

Can you please send me the updated PO Paperwork for 24-01962?

I need to submit it to the state.

Thank you!

Charles Chambers

Business Development Consultant

Direct: 407.774.0091 Office: 407-774-0003 ext.104
FASTSIGNS of Apopka/Altamonte
3030 E Semoran Blvd. Suite 156, Apopka, FL 32703
License #ES12002241



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Thank you for your trust!

On Tue, Jul 23, 2024 at 1:36 PM Erin Arnold <earnold@apopka.net> wrote:

Charles,

I will get this processed for payment of the additional deposit amount of \$24,896.50.

Erin Arnold

Executive Assistant

Community Development Dept

120 East Main Street

Apopka, FL 32703

From: Jean Sanchez

Sent: Tuesday, July 23, 2024 11:33 AM

To: Charles Chambers <charles.chambers@fastsigns.com>

Cc: Bryan Nelson <bnelson@apopka.net>; Jacob Smith <JSmith@apopka.net>; Bobby Howell <BHowell@Apopka.net>; Michael Ortiz <MOrtiz@Apopka.net>; Erin Arnold <earnold@apopka.net>

Subject: RE: FW: Your invoice: 248I-88695

Thanks, Charles. I'm not sure it makes a difference but I've copied Erin for assistance.

Thank you,

Senior Planner



Jean Sanchez

JeSanchez@apopka.net

120 East Main Street
Apopka, FL 32703

407.703.1753

www.Apopka.gov



From: Charles Chambers <charles.chambers@fastsigns.com>

Sent: Tuesday, July 23, 2024 11:15 AM

To: Jean Sanchez <JeSanchez@apopka.net>

Cc: Bryan Nelson <bnelson@apopka.net>; Jacob Smith <JSmith@apopka.net>; Bobby Howell <BHowell@Apopka.net>; Michael Ortiz <MOrtiz@Apopka.net>; Erin Arnold <earnold@apopka.net>

Subject: Re: FW: Your invoice: 248I-88695

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Jean,

Since we added to the order we will need to collect the rest of the deposit before moving forward, but if it's easier just to do one payment that works for us.

Let me know

Charles Chambers

Business Development Consultant

Direct: 407.774.0091 Office: 407-774-0003 ext.104
Cell: 407.739.6308
FASTSIGNS of Apopka/Altamonte
3030 E Semoran Blvd. Suite 156, Apopka, FL 32703
License #ES12002241



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*The best compliment you can give is a referral.
Thank you for your trust!*

On Mon, Jul 22, 2024 at 12:02 PM Jean Sanchez <JeSanchez@apopka.net> wrote:

Good afternoon, Charles,

Thanks for your patience. We can move forward with this. Do we need to remit the rest of the payment to Fast Signs now? Please send all invoices to Erin Arnold for this. Also, please coordinate with Mike Ortiz on the footer installation schedule. As you can imagine, we'd like to have the signs installed as soon as we can.

Thank you,



Senior Planner

Jean Sanchez

|

JeSanchez@apopka.net

120 East Main Street
Apopka, FL 32703

407.703.1753

www.Apopka.gov



From: Bobby Howell <BHowell@Apopka.net>
Sent: Monday, July 22, 2024 11:00 AM
To: Jean Sanchez <JeSanchez@apopka.net>
Subject: FW: Your invoice: 248I-88695

Jean,

A change order for fast signs has been processed for the inclusion of the footers. Is there anything that I should let fast signs know?

Bobby

From: Erin Arnold <earnold@apopka.net>
Sent: Monday, July 22, 2024 10:57 AM
To: Bobby Howell <BHowell@Apopka.net>
Subject: RE: Your invoice: 248I-88695

Bobby,

Now that this has been handled, is there anything else that I need to do? I believe that Jean initiated this so does she need to let Fast Signs know anything?

From: Wonkiasha Washington
Sent: Monday, July 22, 2024 10:48 AM
To: Jessica Pugh <jpugh@apopka.net>; Erin Arnold <earnold@apopka.net>; Bobby Howell <BHowell@Apopka.net>; Blanche Sherman <BSherman@Apopka.net>; Radley Williams <RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>
Cc: Suzanne Siu <SSiu@Apopka.net>
Subject: RE: Your invoice: 248I-88695

Good Morning,

Change Order 24-01962, for Fast Signs is processed.

Thank you,

Wonkiasha Washington, MPA, MBA

Procurement Administrator

City of Apopka

From: Jessica Pugh <jpugh@apopka.net>
Sent: Monday, July 22, 2024 9:02 AM
To: Erin Arnold <earnold@apopka.net>; Bobby Howell <BHowell@Apopka.net>; Blanche Sherman <BSherman@Apopka.net>; Radley Williams <RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>
Cc: Suzanne Siu <SSiu@Apopka.net>; Wonkiasha Washington <WWashington@apopka.net>
Subject: RE: Your invoice: 248I-88695

Thank you Erin, we are expediting and will let you know once completed.

Jessica Pugh

Purchasing Manager

City of Apopka

Phone: 407-703-1607

From: Erin Arnold <earnold@apopka.net>

Sent: Monday, July 22, 2024 8:51 AM

To: Bobby Howell <BHowell@Apopka.net>; Jessica Pugh <jpugh@apopka.net>;
Blanche Sherman <BSherman@Apopka.net>; Radley Williams
<RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>

Cc: Suzanne Siu <SSiu@Apopka.net>; Wonkiasha Washington
<WWashington@apopka.net>

Subject: RE: Your invoice: 248I-88695

Good morning Jessica,

Per our conversation on Friday, I have attached the change order for the wayfinding signs to increase the PO amount to include the sign footers. Please let me know if there is anything else that you need. Once this has been processed, if you would please let us know that would be greatly appreciated.

Thank you for your help,

Erin Arnold

Executive Assistant

Community Development Dept

120 East Main Street

Apopka, FL 32703

From: Bobby Howell
Sent: Wednesday, July 17, 2024 6:26 PM
To: Jessica Pugh <jpugh@apopka.net>; Blanche Sherman <BSherman@Apopka.net>; Radley Williams <RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>
Cc: Erin Arnold <earnold@apopka.net>; Suzanne Siu <SSiu@Apopka.net>; Wonkiasha Washington <WWashington@apopka.net>
Subject: RE: Your invoice: 248I-88695

Hi Jessica,

Thank you for looking into this. Please proceed with the cancellation of the Stage Door II requisition. I will work with Erin to process a change order.

Bobby

From: Jessica Pugh <jpugh@apopka.net>
Sent: Wednesday, July 17, 2024 4:28 PM
To: Bobby Howell <BHowell@Apopka.net>; Blanche Sherman <BSherman@Apopka.net>; Radley Williams <RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>
Cc: Erin Arnold <earnold@apopka.net>; Suzanne Siu <SSiu@Apopka.net>; Wonkiasha Washington <WWashington@apopka.net>
Subject: RE: Your invoice: 248I-88695

Bobby,

We reviewed the Fast Signs contract and it does include the ability to provide the sign footers. The 3% discount that Fast Signs has noted on the quote aligns with the contract. There is already a PO issued under for Fast Signs on the Wayfinding Sign Project, PO#24-01962. In order to move forward we would need a change order submitted to add the additional \$49,793.01 for the Footers.

- Erin is familiar with the change order processing paperwork and you or her can give us a call if you need assistance.
- Once you sign off on the change order Bobby, you can have it emailed over to

us, and we will expedite.

- We will also need to cancel the requisition that is pending for Stage Door II (R2403216). If you can confirm the cancellation via email, and we will cancel the requisition and attach the email as backup.
- If you get any follow up from Deo on any different information or have questions just let us know.

I believe this will be helpful, let me know if you need anything additional or give me a call if you need a follow-up.

Thanks,

Jessica Pugh

Purchasing Manager

City of Apopka

Phone: 407-703-1607

From: Bobby Howell <BHowell@Apopka.net>

Sent: Wednesday, July 17, 2024 3:02 PM

To: Blanche Sherman <BSherman@Apopka.net>; Jessica Pugh <jpugh@apopka.net>; Radley Williams <RWilliams@Apopka.net>; Abigail Herrera <AHerrera@Apopka.net>

Subject: FW: Your invoice: 248I-88695

Importance: High

From: Jean Sanchez <JeSanchez@apopka.net>

Sent: Friday, July 12, 2024 12:40 PM

To: Bobby Howell <BHowell@Apopka.net>

Cc: Bryan Nelson <bnelson@apopka.net>; Jacob Smith <JSmith@apopka.net>; Michael Ortiz <MOrtiz@Apopka.net>; Tamara Hobbick <thobbick@apopka.net>

Subject: FW: Your invoice: 248I-88695

Importance: High

Bobby,

Please see attached invoice for the rest of the balance for the wayfinding signs, the budget for this came from the CRA. The City has paid for about half of the fabrication, which is \$37,307.14 under the open PO #24-01962 for Wayfinding Signs through Fast Signs. The starting balance of the PO was \$74,626.25 without footer installation included minus about half of the fabrication cost of \$37,307.14, so the current PO balance is \$37,319.11. This invoice includes the footer installation for an additional \$49,793.01. This is the calculation I have determined:

\$37,307.14 half of fabrication balance **already paid**
+\$36,107.13 other half of fabrication balance **not yet paid**
+\$1,200 shipping **not yet paid**
+\$49,793.01 footer installation **not yet paid**

\$124,407.28 total cost of sign fabrication + footer installation

There needs to be a change order to cover the rest, which is \$49,781.03. Since this is under 50K, Mike has two other quotes.

Thank you,



Senior Planner

Jean Sanchez

JeSanchez@apopka.net

120 East Main Street
Apopka, FL 32703

407.703.1753

www.Apopka.gov



From: Charles Chambers <charles.chambers@fastsigns.com>
Sent: Friday, July 12, 2024 12:17 PM
To: Jean Sanchez <JeSanchez@apopka.net>
Subject: Your invoice: 248I-88695

-

Jean,

Your invoice number 248I-88695 is attached.

To make a payment online, visit your customer portal here: [Your Customer Portal Order](#)

Please feel free to contact us if you have any additional questions.

Thanks,

Charles Chambers

FASTSIGNS - Apopka/Altamonte Springs
(407) 774-0003

**CITY OF APOPKA
COMMUNITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2025-01**



A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF APOPKA, FLORIDA, APPROVING THE REPAYMENT OF FUNDS FROM THE GENERAL FUND TO THE REDEVELOPMENT TRUST FUND FOR PAYMENT OF FOUR WAYFINDING SIGNS THAT WERE CONSTRUCTED OUTSIDE THE BOUNDARIES OF THE CRA THAT WERE PAID FOR FROM CRA FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Apopka created a redevelopment trust fund (“Trust Fund”) for the Apopka Community Redevelopment Agency (“CRA”) pursuant to Section 163.387, Florida Statutes; and

WHEREAS, the CRA created a wayfinding signage program to direct motorists to various points of interest in the City; and

WHEREAS, four of the signs that were erected are located outside the boundaries of the CRA; and

WHEREAS, the general fund is reimbursing the CRA trust fund for the cost of said signs.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Apopka, Florida, as follows:

Section 1. The City of Apopka General Fund is reimbursing the CRA Trust Fund in the amount of \$318,492 for the cost of four signs that were erected outside the boundaries of the CRA and Purchase Order Rollovers from FY2024.

PASSED AND ADOPTED this 21st day of May, 2025, by the Community Redevelopment Agency of the City of Apopka, Florida.

ATTEST:

Bryan Nelson, Chairman
City of Apopka, Florida

Susan Bone, City Clerk

Community Redevelopment Agency		FY2025	FY2025	FY2025
Resolution No. 2025-##		Adopted/Reallocated Budget	Budget Amendment #1	Amended Budget
Estimated Revenues:				
	Ad Valorem Taxes	\$ 1,176,301		\$ 1,176,301
	Interest	272,900	-	272,900
	Transfer from General Fund	-	35,545	35,545
	CARRY-OVER APPROPRIATIONS(BUDGET)	3,021,828	282,947	3,304,775
Total Revenues and Reserves		\$ 4,471,029	\$ 318,492	\$ 4,789,521
Expenditures:				
	Professional Services	\$ 85,000	\$ -	\$ 85,000
	Audit Services	6,000	-	6,000
	Travel & Per Diem	951	-	951
	Other Charges (& Assistance Programs)	520,589	-	520,589
	Books, Pubs, & Subscriptions	1,170	-	1,170
	Capital - Land	550,000	-	550,000
	Capital - Improvements	3,307,319	318,492	3,625,811
Total Expenditures		\$ 4,471,029	\$ 318,492	\$ 4,789,521