



APOPKA COMMUNITY REDEVELOPMENT AGENCY AGENDA

July 16, 2025 5:30 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 CRA Meeting minutes from May 21, 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. 2025-19 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

PRESENTATION

NEW BUSINESS

1. Potential property acquisition - 161 E. 6th Street
2. **CRA Fiscal Year 2026 Budget**

OLD BUSINESS

1. Residential Facade Repair Grant Program review and discussion

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 May 21, 2025 at 6:30 p.m. in the City of Apopka Council Chambers.

CALL TO ORDER: Chair Nelson called to order the Community Redevelopment Agency Board meeting at 6:30 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 April 16, 2025 and April 23,2025.

MOTION by Member Drago and seconded by Member Smith to approve the CRA minutes of April 16, 2025 and April 23,2025. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.

PUBLIC COMMENT

Leroy Bell stated that once the contractor receives a signed contract he can take that and go to Lowes or Home Depot to buy any supplies needed. He then brought up what Hall said regarding the gentlemen who were told they need to pay up front for the grant. **Member Anderson** clarified the current grant has not yet been updated and approved and they may have been referring to the old program.

Albert Mckimmie spoke to his experience as a contractor. He stated the way the contract is currently written is not appealing to contractors and thinks it's a great idea to have a general contractor oversee the projects.

Dr. O expressed concern that some of the citizens of Apopka are low income and not educated enough to understand the current 16-page contract. She recommended it be simplified and have less hurdles to go through. She also stated she doesn't agree with how the CRA funds are being distributed and believes the funds shouldn't go towards parks.

Rodgers Beckett asked if the city could front the cost of material. He also asked when the last time the CRA plan was updated and whether the projects proposed meet the goals and objectives of the plan. He believes it should look at how it benefits the people paying into it as well as axillary things that help impact the area.

Clinton Stanley asked if they can use funds from the CRA to upgrade Alonzo Williams park by increasing space for recreational use and more access to restrooms. He says the parks in the CRA need to be upgraded.

Sylvester Hall asked what are the identifying instructions to know when they reach 25% or 30%, what constitutes as 20% or 30% across the board. He asked who the CRA director is and who is the committee.

PRESENTATION (ensued before public comment)

NEW BUSINESS

1. Discussion on approval of the FY 2025 re-allocated CRA budget.

Bobby Howell Planning Manager said at the April 23, 2025 CRA board meeting the CRA board approved the list of projects that require re-allocation of the FY 2025 budget in response of house bill 991. Any valid and existing applications will be processed and any funding needed will be paid for from the 5th St. and Park Ave signal pedestrian upgrades. Those would be the existing façade renovation assistance program applications and building code assistance program applications as well that have been in queue. His recommendation was to approve the re-allocation of the FY 2025 budget. He pointed out that the term “artificial turf” should have been taken out. The turf was removed at the last meeting at the Action Sports Amenity upgrade in item 7. **Member Velazquez** stated that they all received an email from Kyle Becker, who sits on the board for Quest, stating they are not interested in selling their parcels. She stated they need to reallocate those \$400,000. **Howell** replied that it is up the discretion of the board to decide where that money is reallocated.

Discussion ensued clarifying whether the money needed to be reallocated or whether it was already out of budget of the available funds with the result being that it is within budget and in need of reallocation.

Blanche Sherman recommended reallocating it to improvements and then reconvening with additional improvement ideas. **Members Velazquez and Anderson** agreed that was a good idea. **Member Drago** recommended instead increasing the residential façade repair grant program to \$600,000 and that the remainder of the \$400,000 be allocated towards sidewalks in the northwest section of the city. He stated his rational behind this is that residence will have a greater chance of improving their homes with \$30,000 as opposed to \$20,000 each. **Chairman Nelson** asked for clarification regarding the sidewalks and where exactly they’re looking to install them. **Member Drago** clarified he was informed there is a section pertaining to the CRA in the northwest section of the city that doesn’t have a sidewalk.

Discussion ensued on whether residents would want a sidewalk in the three or four blocks that are north of 441 and whether the width of the sidewalks should be 6 inches vs 4 inches. It was clarified that the extra two inches in certain areas of the sidewalk were paid for with city money and decided that Sherman would check with the Project Manager to see what is actually occurring.

Sherman asked to come back to the recommendation Member Drago made. **Chairman Nelson** recommended that before deciding they should discuss what the best use of that money would be. It was agreed that \$237,000 would be re-allocated to the residential façade repair grant program to make it \$600,000. **Member Nesta** asked if they wanted to move any funds into the commercial façade renovation program since there is only \$30,000 in there now and it's started to pick up more steam. **Member Drago** replied that according to a conversation with Shepard, there is no policy on the commercial end of it. He reiterated there are only four months left in the budget and that before long staff is going to develop a new budget for next year and that's when they can decide to put more money in the commercial façade program relative to the policy the board would adopt. **Attorney Shepard** clarified that the document that's supposed to address residential has a typo on one of the pages where it accidentally references the CRA commercial grants policy, which should have read CRA residential policy. It's a typo so there may be a commercial grant policy that he's not aware of but there is not one to apply to this grant program that they're just creating because it's a brand-new program. **Member Anderson** asked Bobby if he knew how much money has already been put into the commercial façade program. **Bobby** responded that since last summer, which is when he first got involved, they've spent an estimate of \$50,000 off the top of his head. He would need to run some numbers to get the exact amount. He stated they have an average of \$4,500 grant amount for the commercial ones and they have had a few applications. **Member Anderson** stated one of the concerns she has with the program is that it was being used to renovate the property to sell for a profit. She recommended they change the terminology to include a clause that states if they sell the property within a certain amount of time they have to reimburse the city to ensure residents are using the proper program. **Member Nesta** asked if that was specific to the residential or the commercial side. **Member Anderson** confirmed the commercial side. **Sherman** reminded everyone that the funding for the pending application is being taken from 5th St. project so if they need additional funding in any of the programs they reallocated funds from, they are taking it from that particular project. **Member Nesta** asked if a portion of this is being paid for CRA policing. **Sherman** responded yes. **Member Nesta** asked if that was well funded and being completely used. **Sherman** responded they have \$85,000 that are committed to that fiscal year. **Member Nesta** interjected and asked how they are looking on that. **Sherman** responded that they haven't requested any more as of this moment so she thinks they're good but said she can look into it. She reiterated that if it does run short they will take it from that particular fund.

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

Dr. O asked how lines 2 and 3 address blight and asked if they should be under public works rather than CRA. She thinks they are spending \$325,000 that could be addressing other issues, that money should be found somewhere else and they should be using that \$325,000 in other places.

Leroy Bell stated the proposal only seems to be up at Alonzo William Park and they're

just spending a fraction of what they're spending at Edwards Field. He said they could be doing more for blightiness from 6th St. out up to Hawthorne up around Alonzo William Park. He said it doesn't seem fair that they're spending all this money on one side and not equally on the other side. He asked they consider doing more for the blightiness on this side as they do for Edwards Field.

Rodgers Beckett asked how the suggested projects increase the value of the CRA because it looks like it's more government property. He asked how it benefits the community at the end of the day. He brought up the sidewalks in the northwest quarter of the CRA and how he's mentioned extending sidewalks along Lake Ave. in the past, which portions of do fall within the CRA. When he looks specifically at downtown there are buildings in disrepair, specifically Station St. and wants to know if those property owners have been contacted to make those areas look better. He can see how the changes they propose help to bring visitors into Apopka but doesn't see how it will impact the quality of life for the residents who pay into it. He stated they have several palm trees that have been cut on 441 and wants to know if that comes from CRA money or from a tree bank and that those can be looked at as blight. He recommended a proper assessment be done to drill down what can make the areas better long term because they're talking about increasing tax space. **Member Anderson** asked Radley Williams, Interim City Administrator, about the running water at Alonzo Williams Park and whether they were able to obtain a bid for it. **CAO Williams** responded they were going to bring that back for the FY2026 budget presentation. They are aiming to add power and potable water hookups for special events. **Member Anderson** asked if they can do that through the CRA. **CAO Williams** responded that Alonzo Williams Park is within the CRA. **Member Anderson** asked if they have an estimate. **CAO Williams** responded that they were initially looking at around \$50,000. **Member Anderson** asked if that's something they think they should budget for in the CRA. **Chairman Nelson** replied absolutely.

Sylvester Hall stated power and water hookups are needed at Alonzo Williams Park and the only reason it hasn't been done is because he was the one that brought it up and it should have been done a long time ago. He also wanted to piggyback off of Mr. Rodgers and asked how many of us ride around a whole zone and ask how we can apply this to do what Rodgers said, to make an impact. He said they are distributing money with no direct overview of what they are trying accomplish and what they are trying to improve the city on. He wanted to clarify for the record that the residents don't have to put any input when they bring their claim up to \$20,000. From his understanding, they don't have to pay anything into that. **Chairman Nelson** replied that that is the next topic in the agenda. **Hall** interjected that it doesn't need to be on the agenda because it had already been agreed upon. He claimed some individuals told him that they tried to put in a claim and were told they had to pay a certain amount and that's why he's bringing it up. **Chairman Nelson** again informed him that it is the next item on the agenda.

MOTION by Chairman Nelson and a second to bring the residential façade repair grant program up to \$600,000 and put \$50,000 towards installing power and potable water hookups at Alonzo Williams Park. The rest of the \$113,000 will go towards

sidewalks or any other viable project. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.

2. Residential Façade Repair Grant Program review and discussion.

Attorney Shepard started by clarifying there is no requirement for matching funds with this grant, as Hall incorrectly stated. **Member Nesta** interjected that he understood Hall was just trying to confirm whether they had to pay and that he was not wrong. **Attorney Shepard** reiterated that there is no skin the game requirement. What there is are a few documents. The first of which describes what a program would look like. 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 basis, meaning they do the work, the work is completed, the funds are then distributed on a reimbursement basis. The payments are interim payments based on the percentage of completion (30%,60%,90%,100%). When he says reimbursement, he doesn't mean the person receiving the grant has to spend all the money, what he means is they don't give the money until there is work to pay for. These grants 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. The program doesn't have a matching component element to it. This is important because they had a façade grant program that has very few applicants because those grants are matching grants. Therefore, if they adopt this program, they need to amend their plan because it currently reads as a matching grant. They can make the amendment so that it is not a matching grant.

The next significant step is the legal authority for it. The statute that provides for this program under Fla. Stat. § 163.370, states they can spend TIF (Tax Increment Funds) on carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements. This is not limited, based on the language, to commercial buildings. Due to this they can include residential programs. They also have the authority to spend money to contract with any person, public or private, in making and carrying out such plans. If they had their own contractors, and got an audit, this would justify that expenditure. Regarding the eligible projects, there are some non-negotiables. The first is that the property must be within the CRA boundaries. It needs to improve visible blight, deterioration, or code issues because the whole idea of CRA is that what people see is what they believe. Next is that the improvement must be permanent, which is a stretch because painting is never permanent but for the most part it is typically a permanent improvement until it's repainted. It also has to be consistent with the CRA redevelopment plan.

In terms of what they recommend, the funds should be able to be spent on things like exterior surface treatment, exterior repairs to meet current building code or remedy existing code violations, or install handicap access, or demolition.

Some ineligible expenditures include interior modifications such as upgraded AC, repainting interior, and upgrading kitchens. **Member Nesta** interjected and asked if this was all specific to residential. **Attorney Shepard** responded yes. **Member Anderson** stated they have spent probably over \$300,000 with CRA funds for commercial to upgrade their AC units and brand-new AC units, and asked if it's not recommended for residential. **Attorney Shepard** responded it's not recommended for any and that he wasn't aware they had spent it. He reiterated that's not what you do with commercial grants. They are all about what you can see that causes people to come to the area. **Member Anderson** asked who approved the AC units. **Attorney Shepard** responded that he doesn't have a clue. **Member Nesta** asked what happens in this scenario where the board has spent the funds. **Attorney Shepard** responded nothing happens unless there is an audit. He stated just because someone did it wrong once, doesn't mean you get to do it wrong. He stated there are no repercussions unless there are findings during an audit and he doesn't know what those repercussions would be. He provided the example of Satellite Beach as a municipality that misspent funds and stated they had CRA funds and used them for general funds. They had to come forward and pay back the amount that was misspent. This is just an example of what could happen. **Member Nesta** asked Attorney Shepard to review their expenditures to understand where they went astray and give them advisory opinions on what they need to fix. **Attorney Shepard** responded no problem.

Attorney Shepard is able to continue his presentation and proceeds to list recommended ineligible expenditures. He then explained two options for contractor selection. The first, is that property owners may select their own contractor, provided the contractor meets the CRA's minimum eligibility requirements. The second option states work funded under the program must be completed by a contractor selected from the CRA's pre-approved contractor list. There are also contractor requirements that state all contractors must agree to the predetermined payment procedures established by the CRA. The last thing he recommended is there should be a timeframe for project completion. If they haven't gotten the work done within that timeframe the grant goes away unless they agree to extend it for extenuating circumstances. He also discussed the grant contract draft the recipient would sign between them and the city. He brought up items that are currently not in the contract that they may want to discuss, such as how people qualify and whether there will be an income maximum or whether they just need to own a property within the CRA that needs fixing. He stated there should be an agreed upon list which states what that particular grant is supposed to be spend on with some idea of what they will cost. He explained this is a standard deal, which they can adjust as they see fit, that the recipient would sign. Shephard went into detail about Exhibit D which discusses the progress schedule and payment application procedures which governs the payment process for improvements funded in part or whole by the Apopka CRA under the Residential Façade Repair Grant. They will fund only what they approve. The contractor would have to agree they will give us a release for payment for all of the grant approved projects.

Discussion ensued on the council members not receiving a part of this document and it was requested that an updated packet be sent and for Attorney Shepard to be able to send documents to all the members of the CRA.

Attorney Shepard went on to discuss how the payment is disbursed and emphasized that the payment is coming from the CRA upon the meeting of the standards that are required. **Member Nesta** asked if we are expecting the contractors to front the cost for materials since they don't get paid until 30% of the work is done. He stated this could make it difficult to find contractors that are willing to do the job. **Attorney Shepard** acknowledged that it is a legitimate concern, but at this moment he doesn't have a solution for it. He can write it however they want however, he wrote it with maximum protection of the public dollars here. He believes the bigger issue will be finding people who are willing to do jobs at this level because big contractors who can usually afford to front the cost for materials are usually not looking for jobs that are under \$30,000. He lists documents needed, in no particular order, such as the application, guidelines, and payment agreement to ensure applicants meet qualifications or if more information is needed.

b. Chairman Bryan Nelson asked if anyone had any questions on the Residential Façade Repair Grant Program review and discussion or if anyone from the public wanted to speak about this item.

Discussion ensued about the topic regarding the contractor or the resident fronting the money for material at the start of the project and how that topic is tackled on the commercial end. It was explained by Attorney Shepard that the commercial side will typically have a matching issue and that it's very true on both sides that they do reimbursements. Bobby then also confirmed that we don't advance funds for commercial projects. Sherman also confirmed she is not aware of any program that advances funds for projects. They continued to discuss qualifications and whether to match or not but nothing was decided.

Member Nesta recommended holding another CRA meeting at the beginning of the next council meeting. **Member Williams** stated that it would be wise to hold a workshop before the next meeting to ensure they can make a final informed decision in the next CRA meeting. **Attorney Shepard** reminded everyone they can email him if they have any questions and don't need to wait until an in-person meeting to ask them. He will have someone put together the guidelines, application, and a specific pay application and send it.

3. Resolution 2025-01 Wayfinding signs repayment and Purchase Orders rollover

Howell explained that this resolution proposes repayment of signs from the general fund to the CRA for the cost of four way finding signs that are located outside of the CRA. He listed the locations as the SW 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

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Shopping Center, north side of SR 436 near the intersection of Sheeler Ave, and Park Ave in front of the facilities maintenance building. The total cost of the four signs is \$35,544.92 (\$8,886.23/sign). He recommended a motion as adoption of a resolution to reimburse the CRA \$35,544.92 for the cost of the signs, this also includes purchase order rollovers in the amount of \$282,947 for a total Budget amendment of \$318,492.

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

Member Nesta asked how this happened. **Howell** responded that the signs were approved through Resolution 2022-52 November 16th 2022 as a way to create the wayfinding signage master plan, with the funding source being the CRA and general fund. **Member Nesta** asked if the CRA board selected the location. **Howell** responded there was a master plan that was drawn up, the permit drawings show 14 signs with the locations including CRA and areas outside the CRA. It was clarified that it seemed the funds were crossed when the signs were being placed.

MOTION by Member Draco to read by title only and adopt Resolution 2025-01 and seconded by Member Smith. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.

Member Smith asked if it was possible to send RFPs for contractors to the project before they approve it in order to be ahead of the game. **Sherman** responded they can begin working on the scope.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:25 p.m.

ATTEST

Bryan Nelson, Chairman

Susan M. Bone, City Clerk

Transcribed By: _____
Carolina Baez, Administrative Specialist



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: NEW BUSINESS

Item #: 1.

Meeting Date: July 16, 2025

Department: Community Development

SUBJECT:

Potential property acquisition - 161 E. 6th Street

ACTION ITEM INFORMATION:

REQUEST:

CRA Board to consider potential acquisition of property located at 161 E. 6th Street.

SUMMARY:

CRA staff was contacted by the listing agent for 161 E. 6th Street about the potential purchase of the property. The property is located adjacent to City-owned properties. The listing price for the property is \$299,000. The property is approximately 0.42 acres in size.

FUNDING SOURCE:

If the property is purchased, it would be from CRA funds.

RECOMMENDED MOTION:

CRA Board provide direction to staff if they desire to proceed on the purchase of proeprty located at 161 E. 6th Street.

ATTACHMENTS:

1. New Land Listing
2. 161 E 6th Street marketing flyer
3. Location Map

From: [Lee Barnes](#)
To: [Bobby Howell](#)
Cc: [Conrad Carter](#)
Subject: New Land Listing
Date: Thursday, May 1, 2025 12:33:29 PM
Attachments: [image001.png](#)
[42acApopka Flyer.pdf](#)

CAUTION: This Email originated from a source outside the City of Apopka. Do not click on links or open attachments unless you recognize the sender and you know the content is safe.



Hello Mr. Howell,

We are representing the Sellers regarding this downtown Apopka listing which is located adjacent city owned properties.

Please let me know if the city has any interest.

Thank you,

W. Lee Barnes

Broker Associate

407 581-6213 office

407 405 4386 cell

407 422 3155 fax



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LICENSED REAL ESTATE BROKER



Downtown Apopka Potential Commercial/Residential Site

0.42 ± acre

PROPERTY DETAILS

- Size: 0.42 ± ac
- Location: 161 E 6th St.
Apopka, FL 32703
- Price: \$299,000
- Zoning: MU-D
Downtown Mixed Use
- FLU: RH
Residential High
- Utilities: Available
- Frontage: 102 ft. on
E. 6th St. & 180 ft. on
Forest Ave.

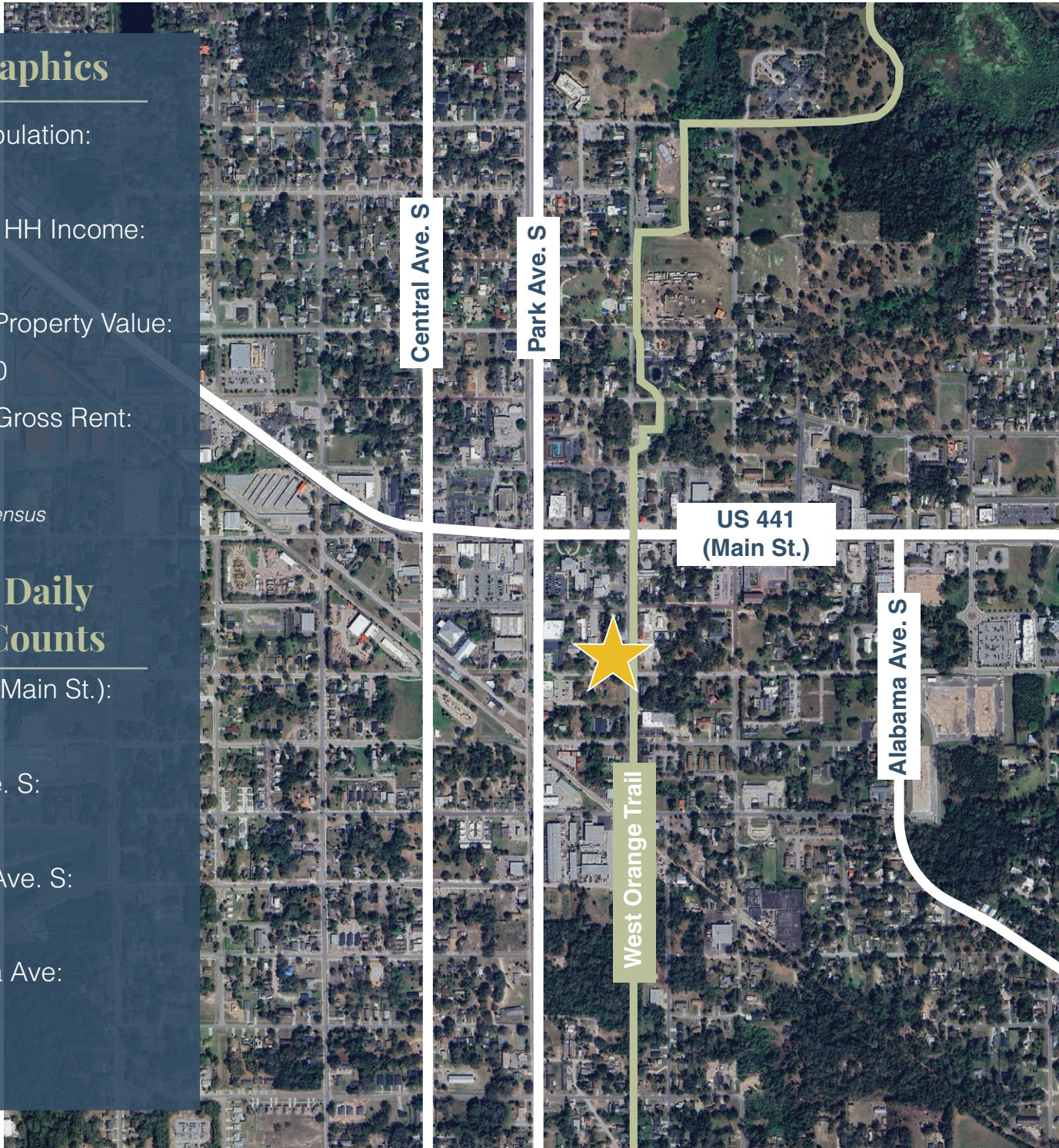
Demographics

- Total Population:
59,113
- Average HH Income:
\$95,703
- Median Property Value:
\$364,300
- Median Gross Rent:
\$2,009

Apopka, US Census

Average Daily Traffic Counts

- US 441 (Main St.):
40,500
- Park Ave. S:
11,100
- Central Ave. S:
8,000
- Alabama Ave:
18,700

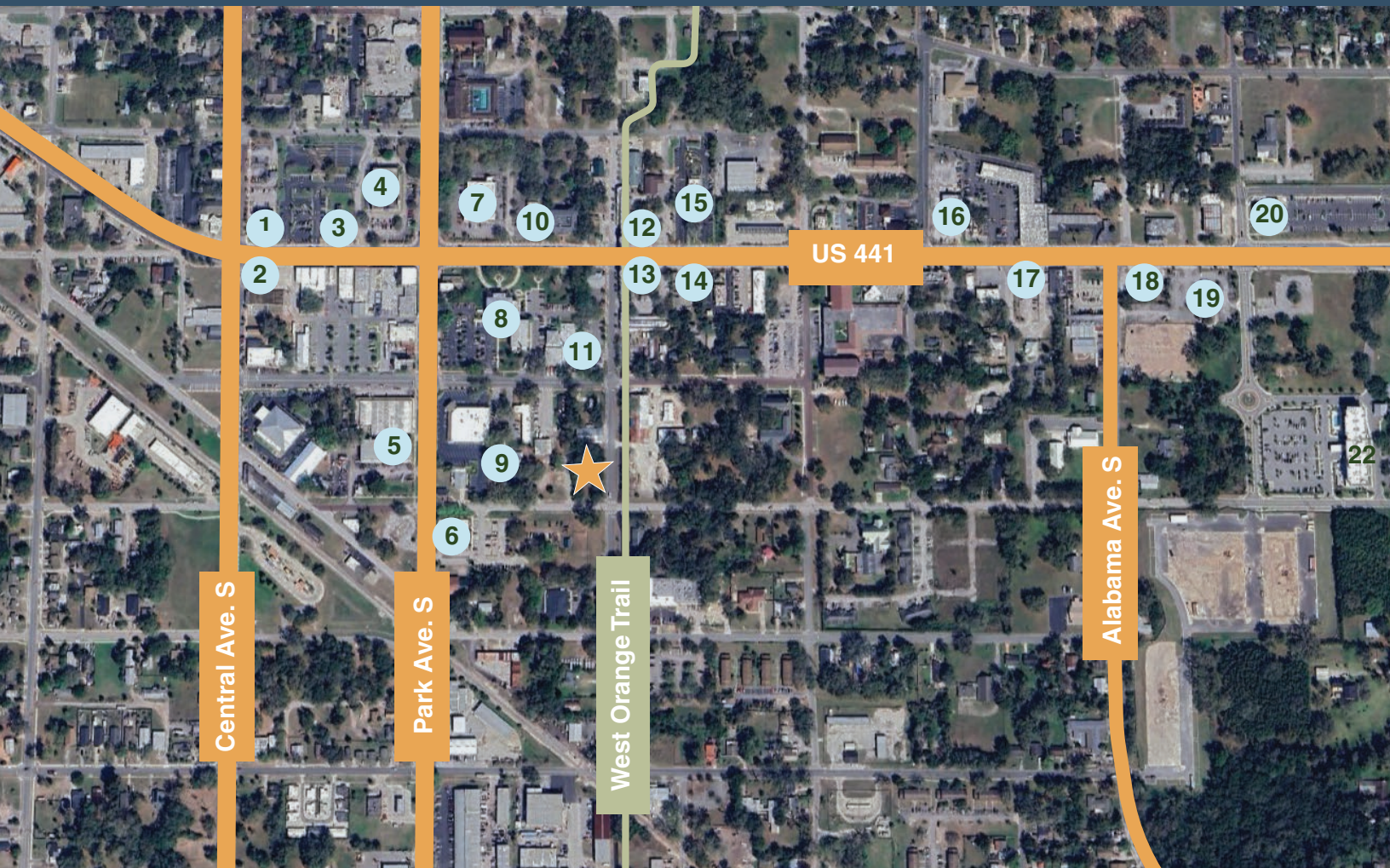


PROPERTY HIGHLIGHTS

0.42± acres located at the northwest corner of E. 6th Street and Forest Avenue in downtown Apopka, Florida. This site is positioned just 2 blocks south of Main Street (US Hwy 441) and one block east of Park Avenue in the heart of the city. Adjacent properties include the City Hall, Fire & Rescue and municipal facilities as well as the Museum of Apopkans. The site is centrally located and provides walk-ability to area retail, entertainment and services. Great location for commercial uses including office, retail and also residential uses.

Legend

- | | | |
|------------------------------|---------------------------------|-----------------------|
| 1 Chase Bank | 9 Museum of the Apopkans | 16 Denny's |
| 2 Domino's Pizza | 10 Wendy's | 17 Popeye's |
| 3 Bank of America | 11 Apopka Fire Station 1 | 18 Mobil |
| 4 CVS | 12 Take 5 Oil Change | 19 Burger King |
| 5 Ace Hardware | 13 Dunkin' | 20 Miller's Ale House |
| 6 Apopka Police Dept. | 14 Waffle House | |
| 7 Walgreens | 15 McDonald's | |
| 8 Apopka City Hall | | |



LOCATION



STREET VIEW



OCA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital



Orange County Property Appraiser



Created: 5/14/2025 11:21 , undefined

This map is for reference only and is not a survey

Account String	Account Name	FY2025 Original Budget Request	Estimated Carryover	FY2025 Adopted Budget	FY2025 Proposed Re-Allocation of Available Funding	Proposed Reallocation	FY2025 Adopted Budget - with Proposed Reallocation	FY2025 Budget Transfers, Re-allocations, & Budget Amendment #1	FY2025 Adopted Budget - Budget Transfers & Budget Amendment with Reallocation	Description
Revenues:										
610-311-1000	Current Ad Valorem Taxes	\$ 573,070	\$ -	\$ 573,070	\$ -	\$ 573,070	\$ 573,070	\$ 573,070	\$ 573,070	Current Ad Valorem Taxes
610-311-1001	Ad Valorem Tax Increase for CRA	603,231	-	603,231	-	603,231	603,231	603,231	603,231	Ad Valorem Tax Increase for CRA
610-311-1000	Interest/Dividend on Investments	272,900	-	272,900	-	272,900	272,900	272,900	272,900	Interest/Dividend on Investments
610-381-0010	Transfer From General Fund	-	-	-	-	-	-	35,545	35,545	Transfer From General Fund
610-389-0009	Carry-Over Appropriation (Budget)	-	3,021,828	3,021,828	-	3,021,828	3,021,828	3,304,775	3,304,775	Carry-Over Appropriation (Budget)
		\$ 1,449,201	\$ 3,021,828	\$ 4,471,029	\$ -	\$ 4,471,029	\$ 4,471,029	\$ 4,789,521	\$ 4,789,521	
Expenditures:										
610-9950-515-3100	Professional Services	\$ 65,000	\$ -	\$ 65,000	\$ (65,000)	\$ -	\$ -	\$ -	\$ -	Wayfinding Signage
610-9950-515-3100	Professional Services	-	-	-	-	-	-	-	-	Marketing & Promotions
610-9950-515-3100	Professional Services	20,000	-	20,000	(20,000)	-	-	-	-	Historical Recognition
610-9950-515-3100	Professional Services	125,000	-	125,000	(40,000)	85,000	85,000	85,000	85,000	Community Oriented Policing Program
610-9950-515-3200	Audit Services	5,500	-	5,500	500	6,000	6,000	6,000	6,000	CRA Audit - Separate Require by State
610-9950-515-4000	Travel & Per Diem	850	-	850	101	951	951	951	951	FRA - Florida Redevelopment Association annual conference 3 hotel nights, and misc. food
610-9950-515-4900	CRA BCAP	30,000	-	30,000	(9,634)	20,366	20,366	15,000	35,366	Building Code Assistance Program (BCAP) - Pays for interior commercial renovations, i.e. wiring, plumbing, ADA access, etc. \$5,000 max with a 25% match
610-9950-515-4910	CRA (FRAP)	100,000	-	100,000	(62,675)	37,325	37,325	10,000	47,325	Facade Renovation Assistance Program (FRAP) - Pays for exterior commercial renovations, i.e. paint, windows, doors, stone work, awning, ADA access, etc. \$15,000 max./separate storefront, \$25,000 max./corner - with a 25% match.
610-9950-515-4912	CRA (BRRP)	20,000	-	20,000	(20,000)	-	-	-	-	Building Permit Refund Assistance Program (BRRP) - Permit fees refunded after building certificate of occupancy for up to 50% of fees for targeted businesses. Max. \$5,000.
610-9950-515-4914	CRA (BIFAP)	20,000	-	20,000	(20,000)	-	-	-	-	Business Impact Fee Assistance Program (BIFAP) - Pays impact fees for new, expanding, or change of use businesses for up to 50% of fees and a max. \$5,000
610-9950-515-4920	CRA (RFAP)	300,000	-	300,000	(300,000)	-	-	-	-	Residential Fee Assistance Program (RFAP) - CRA redevelopment program for impact fee assistance on single family lots and multi-family owner-occupied developments. Budgeted for sliding scale and up to \$20,451 each.
610-9950-515-4922	CRA (RRAP)	10,000	-	10,000	352,898	362,898	362,898	237,102	600,000	Residential Renovation Assistance Program (RRAP) - SF & MF renovation. May include: CPED review, paint, lighting, windows, doors (energy efficient), gutters, house numbers, etc. Max. \$1,000 Potential Home Renovation CDBG match.
610-9950-515-4950	Demolition	10,000	-	10,000	90,000	100,000	100,000	100,000	100,000	Demolition Program - Removal of dilapidated residential and commercial properties in the CRA District to make developable land available for new residential and commercial development
610-9950-515-4960	Downtown Benches, Cans, Etc.	25,000	-	25,000	(25,000)	-	-	-	-	Downtown Furniture - Benches, trash cans, bike racks, misc. furniture
610-9950-515-5000	Book, Pub, Subs, & Membership	175	-	175	-	175	175	175	175	Special District State Mandated Fee
610-9950-515-5400	Book, Pub, Subs, & Membership	995	-	995	-	995	995	995	995	FRA - Florida Redevelopment Association annual membership
610-9950-515-5500	Training	450	-	450	(450)	-	-	-	-	FRA-Florida Redevelopment Association annual conference - registration
610-9950-515-6100	Land	-	-	-	150,000	150,000	150,000	150,000	150,000	Land Acquisition - Duke Property***
610-9950-515-6100	Land	-	-	-	400,000	400,000	400,000	(400,000)	-	Land Acquisition - Quest Property Acquisition - Future Alonzo Williams Park Expansion
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	83,713	83,713	83,713	-	83,713	Alonzo Williams Park Pavilion
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	135,000	135,000	135,000	-	135,000	Alonzo Williams Park Basket Ball Court Upgrades
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	113,692	113,692	113,692	250,000	363,692	Apopka Action Sports Amenities (pavilion, water fountain, picnic tables, ADA parking spaces/sidewalk, artificial turf) - Skate Park & Pump Track Area
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	3,000	3,000	3,000	-	3,000	Edward's Field - New Bike Repair Stands (2)
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	50,000	50,000	50,000	-	50,000	Edward's Field - ADA Parking Addition
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	-	-	-	-	-	Edward's Field - Basketball Courts
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	-	-	-	-	-	Edward's Field - Water Fountain (4)
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	77,658	77,658	77,658	-	77,658	Signal & Pedestrian Upgrades: 5th and Central
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	242,760	242,760	242,760	10,545	253,305	Signal & Pedestrian Upgrades: 5th Street & Park Ave Construction
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	15,000	15,000	15,000	-	15,000	Station Street Lighting
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	15,000	15,000	15,000	-	15,000	Historical Markers (3)
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	-	-	-	16,223	16,223	CRA Park Benches
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	5,000	5,000	5,000	-	5,000	Capac Renovation Program
610-9950-515-6300	Improvements, Other Than Bldgs	-	150,000	150,000	(150,000)	-	-	-	-	Electrical AMP Boxes on S. Central Ave. and E. 5th Street, south of Main Street, north of Stations Street and west of Park Ave. - used for events.
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	5,909	5,909	5,909	-	5,909	Skate Park & Pump Track and parking north of the Fran Carlton Center / Edwards Field for new park amenity and park events.
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	-	-	-	50,000	50,000	Alonzo Williams (Electric & Water)
610-9950-515-6300	Improvements, Other Than Bldgs	-	-	-	-	-	-	112,898	112,898	Sidewalks North-West
610-9950-515-6300	Improvements, Other Than Bldgs	-	50,000	50,000	-	50,000	50,000	-	50,000	City Hall Downtown Park
610-9950-515-6300	Improvements, Other Than Bldgs	-	105,000	105,000	-	105,000	105,000	-	105,000	Neighborhood Park at E. 8th Street and S. Highland Ave (Split Parcels - 4 for Housing and Pocket Park)
610-9950-515-6300	Improvements, Other Than Bldgs	-	250,000	250,000	(250,000)	-	-	-	-	Central Ave Trail Portion - Design
610-9950-515-6300	Improvements, Other Than Bldgs	716,231	2,416,828	3,133,059	(727,472)	2,405,587	2,405,587	16,724	2,422,311	Downtown Apopka Trail - Construction (funds held over from FY 2023).
610-9950-515-6300	Improvements, Other Than Bldgs	-	50,000	50,000	(50,000)	-	-	-	-	Cement Downtown Apopka Trail enhancement
		\$ 1,449,201	\$ 3,021,828	\$ 4,471,029	\$ 0	\$ 4,471,029	\$ 4,471,029	\$ 318,492	\$ 4,789,521	

Fund 610 - CRA FY2026 Budget Request

**FY2026 Budget
Request with
Estimated
CarryOver**

Account String	Account Name	Funding	Description
610-9950-515-3100	PROFESSIONAL SERVICES	\$ 100,000	(02) Wayfinding Signage - design and specifications for CRA directional signage. Special permitting for US441 (Main St.) through FDOT. Includes general directional, public parking, shopping, Downtown Trail, Police Dept., Fire Dept., Historical Museum.
610-9950-515-3200	AUDIT SERVICES	5,500	Separate Annual Audit required by State
610-9950-515-4000	TRAVEL & PER DIEM	850	FRA - Florida Redevelopment Association annual conference. 3 hotel nights, and misc. food
610-9950-515-4900	OTHER CURRENT CHARGES	30,000	Building Code Assistance Program (BCAP) ~ Pays for interior commercial renovations, i.e. air conditioning, wiring, plumbing, ADA access, etc. \$5,000 max with a 25% match
610-9950-515-4910	CRA (FRAP)	100,000	Facade Renovation Assistance Program (FRAP) - Exterior renovations for commercial buildings, e.g. paint, windows, awnings, stone work, signage, fencing, ADA access, etc. \$15,000 for single storefront with separate entrance/interior, \$25,00 for corner. Requires minimum 25% match.
610-9950-515-4912	CRA (BPRP)	20,000	Building Permit Refund Assistance Program (BPRP) ~ Permit fees refunded after building certificate of occupancy for up to 50% of fees for targeted businesses. Max. \$5,000.
610-9950-515-4914	CRA (BIFAP)	20,000	Business Impact Fee Assistance Program (BIFAP) ~ Pays impact fees for new, expanding, or change of use businesses for up to 50% of fees and a max. \$5,000
610-9950-515-4920	CRA (RFAP)	300,000	Residential Fee Assistance Program (RFAP) ~ CRA redevelopment program for impact fee assistance on single family lots and multi-family (TH or Condo) owner-occupied developments. Budgeted for sliding scale and up to full Impact Fee refund based on fees from Building Permit. Maximum 10 units per project.
610-9950-515-4922	CRA (RRAP)	10,000	Residential Renovation Assistance Program (RRAP) ~ SF & MF renovation. May include: CPTED review; paint, lighting, windows, doors (energy efficient), gutters, house numbers, etc. Max. \$1,000 Potential Home Renovation CDBG match.
610-9950-515-4950	EMS BILLING	-	Demolition Program - Removal of dilapidated residential and commercial properties in the CRA District to make developable land available for new residential and commercial development
610-9950-515-4960	BAD DEBT	-	Downtown Furniture - Benches, trash cans, bike racks, misc. furniture
610-9950-515-5400	BOOKS, PUBS, SUBS & MEMBERSHIP	1,170	\$175. Special District State Mandated Fee; \$995. FRA - Florida Redevelopment Association annual membership
610-9950-515-5500	TRAINING	450	FRA-Florida Redevelopment Association annual conference - registration
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	75,000	Alonzo Williams Park event power and water upgrades
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	1,158,165	5 th and Central Avenue signal design, 5 th and Park Avenue Signal and Pedestrian Upgrades
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	600,000	Land acquisition – 518 S. Washington Avenue, 602 and 614 S. Park Avenue (Downtown Triangle)
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	1,000,000	Downtown streetscape enhancements – 5th Street, E. Station Street lighting, resurfacing
Total		\$ 3,421,135	
Estimated Revenue		\$ (1,574,270)	
Estimated CarryOver		(1,846,865)	
Excess Funding		\$ -	



City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

Section: OLD BUSINESS

Item #: 1.

Meeting Date: July 16, 2025

Department: Legal Department

SUBJECT:

Residential Facade Repair Grant Program review and discussion

ACTION ITEM INFORMATION:

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 in the remainder of the FY 25 budget. 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. Also provided are notes from CRA Board member Williams from her review of the draft overview of the program and agreement.

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
3. Residential Facade-nw comments
4. CRA Grant Agreement - Master Templatenw comments

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

Apopka CRA Residential Facade 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 Facade 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.

Commented [NW1]: Do the properties have to be owner-occupied? Can it be a duplex where the owner lives in 1 unit and rents the other or will it be limited to single-family, owner-occupied?

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.

Commented [NW2]: Would this be considered permanent since if not maintained or installed property, the lawn could need replacing within a short time after grant funds are provided?

- 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.

Commented [NW3]: Should also have established amounts for the amount of grant funds that will be provided for a particular improvement. For example up to \$7,000 for a fence but the amount could be lower based on the type of fencing and the amount of fencing.

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

Commented [NW1]: Need to add a definition for this term or note/define this as the info in Exhibit C

Commented [NW2]: Is there a definition for “Grant”

Commented [NW3]: Defined term in the preamble is “Agreement”

Commented [NW4]: What type of information required?

Commented [NW5]: If the decision is made to allow recipients to choose their own contractors, what would be the approval process for the CRA to approve the contractor?

(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.

Commented [NW6]: Clarify whether progress payments are being made or if one single payment is being made at completion as some parts read as if there will be one single grant payment at the end of the project. If progress payments will be made, need to establish the schedule and requirements to release funds. Also given the amount of the grants, I would recommend not having a retainage.

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.

Commented [NW7]: Should this be “Grant Policy” as the term “CRA Commercial Grant Policy” is not defined or referenced anywhere else in the agreement?

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.

Commented [NW8]: Too avoid confusion, this amount should be clearly established upfront and stated in the agreement as the "maximum Grant amount" available could be more than the amount of the grant that was awarded or requested. So maybe create a place here to insert the amount rewarded and to note that anything above that dollar amount would be the obligation of the recipient unless the CRA agreed to provide additional grant funds

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.

Commented [NW9]: This should be separated as there should be a timeframe to complete the project, and then a separate amount of time after the project has been completed and any necessary lien waivers and affidavits from contractors have been provided that the CRA is required to make payments.

Commented [NW10]: This needs to be clarified as it is the completion of the work and delivery of the information required for reimbursement that determines when the grant should be paid. For example, what if a recipient completes the work a few days before the expiration of the agreement but the CRA has not released the grant funds yet then as this is written, the funds would expire because they weren't disbursed prior to the end date of the grant.

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

Commented [NW11]: Shouldn't this be an obligation of the City? To receive the payment, it could be a requirement that CRA is provided comments with any necessary documents. A list should also be compiled of what documents are required i.e. copy of the contract and scope of work so that the requirement on the grant recipients is not so broad

longer period as required by federal or state law or in connection with the completion of any audit in progress. The Grant Recipient must keep all financial records in a manner consistent with generally accepted accounting principles. Access must be provided to the CRA, the City of Apopka, or their authorized agents during normal business hours to review the requested records no later than ten (10) calendar days after the written request is made by the CRA, the City of Apopka, or their authorized representative.

9. MODIFICATION

- a. This Agreement may be amended or modified only by a written instrument executed by the duly authorized representatives of the Parties.

10. DEFAULT

- a. A default under this Agreement shall consist of (a) any use of any Grant funds for a purpose other than as authorized by, or the failure of the Grant Recipient to comply with any provision or requirement contained in this Agreement or any of the Grant Requirements; or (b) any failure of the Grant Recipient (or its contractors, subcontractors, or tradesmen, or the like) to comply with the permitting, inspection, and approval requirements hereof or the Grant Requirements.
- b. Upon the occurrence of a default, the CRA may immediately withhold the disbursement of all or any portion of the Grant until the default is cured to the satisfaction of the CRA. In addition, upon written notice by the CRA to the Grant Recipient (in the form of and manner required by the Notice section of this Agreement), the CRA shall also have the right, in its sole discretion and in addition to any other remedies available to it at law or in equity, to terminate this Agreement and require the Grant Recipient to immediately repay any portion of the Grant funds previously disbursed by the CRA to the Grant Recipient or third parties under this Agreement.
- c. Grant Recipient shall be responsible for paying the reasonable attorneys' fees and expenses incurred by the CRA or the City in enforcing the terms of this Agreement or arising from the Grant Recipient's default under this Agreement whether said fees and expenses are incurred in preparation for trial or administrative proceeding, at trial or at an administrative proceeding or in connection with any appeal thereof.

11. RELATIONSHIP OF THE PARTIES

- a. The Grant Recipient shall perform this Agreement as an independent entity and nothing contained herein shall in any way be construed to create an agency, partnership, joint venture or employee relationship between the CRA and the Grant Recipient.

12. NOTICE

- a. All notices, demands, requests, offers, or responses permitted or required under this Agreement shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CRA:	City of Apopka CRA
	Attn: CRA Chair
	120 E. Main Street

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.

Commented [NW12]: Add language specifically noting that the indemnification would apply even if the contractor is on the CRA's preferred contractor list

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 without 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

DRAFT

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

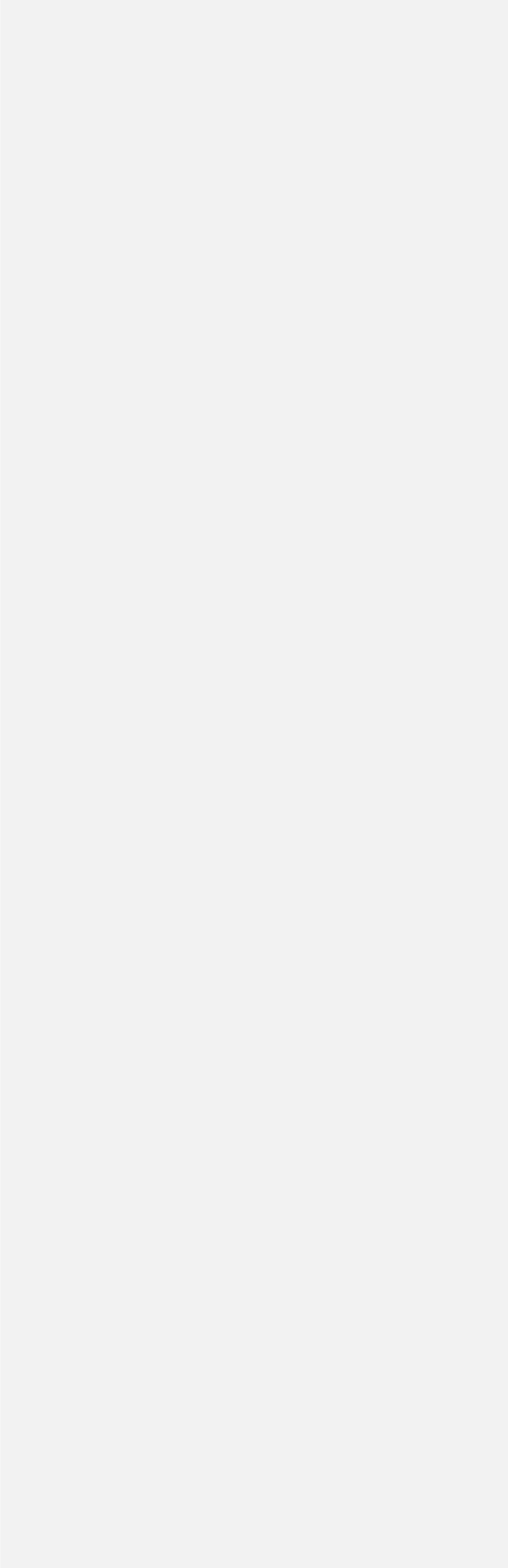


EXHIBIT D

Progress Schedule and Payment Application Procedures

DRAFT