



## **APOPKA COMMUNITY REDEVELOPMENT AGENCY AGENDA**

**August 20, 2025 6:00 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 of 07-16-25.**

### **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. **Resolution No. 2025-04 - Acknowledging the Requirements of House Bill 7013**
2. **Resolution No. 2025-05 - Appropriate existing Redevelopment Trust Funds to the next FY 2026 and Resolution No. 2025-06 - Adoption of CRA FY 2025/2026 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 July 16, 2025 at 5:3 p.m. in the City of Apopka Council Chambers.**

**CALL TO ORDER:** Chair Nelson called to order the Community Redevelopment Agency Board meeting at 5:31 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 May 21,2025.

**MOTION by Member Drago and seconded by Member Smith to approve the CRA minutes of May 21,2025. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.**

**PUBLIC COMMENT**

**Seb Styx, Apopka resident,** stated she was concerned there were areas of Apopka that are unincorporated and believes all of taxpayer money should go to the police. She stated funds should be invested in social workers and she would like to see the city support Orange County's decision to end ICE involvement with International Support Agreements (IGSA).

**PRESENTATION**

**NEW BUSINESS**

1. **Potential Property Acquisition – 161 E 6<sup>th</sup> Street.**

**Bobby Howell, Interim CRA Executive Director,** stated the city was contacted by the realtor for this property who wanted to know if the city was interested in purchasing 161 E 6<sup>th</sup> St. They're asking for \$299,000 and the property expands 0.42 acres in size. The purpose of this presentation is to ask the CRA board if they're interested in purchasing the property and provide direction to staff. **Member Anderson** asked what the intended use for the property would be. **Bobby** replied whatever the board feels would be best. He then explained what it would take to develop the land and that the current land use on the property is commercial. **Member Drago** stated he noticed the building was not blighted and that if the city were to purchase the property the productivity rate decreases because it's public property. He also stated unless the statute changes, if they city wanted to do anything with it they would have to use the RFP process in order to sell or develop it. He stated some other concerns he had about purchasing the property and expressed he doesn't

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believe they have enough information at the moment to approve the purchase. **Member Velazquez** suggested waiting to allow the newly hired Economic Development Director come in and assess. She will be handling the CRA so she needs to be given some time to evaluate what the City has there and how to move forward. **Member Drago** mentioned that the City entered into a \$40,000-dollar contract with a real estate consulting firm to evaluate what type of commercial development would survive in Apopka. That study hasn't been completed yet, but he feels that's an integral part of the Economic Development Director's evaluation is to have that report. **Member Smith** agreed to wait to have the Economic Development Director to evaluate the property first before a decision is made. He also spoke about the Apopka Museum needing to expand so to keep that in mind as they also will need additional parking for the museum. **Member Nesta** stated that this property has been listed for a long time, but that the museum definitely needs additional parking. He wants to make sure that there is a plan in place and have a time line to know when the improvements are going to funded or just purchase the property and conserve it. If this building is purchased he would like to see a plan in place. **Member Smith** confirmed that if this property was purchased would contribution to a tree bank be required and **Bobby** responded yes. **Member Drago** suggested giving the Economic Development Director ample time to acclimate and bring this item back sometime at the beginning of 2026.

**MOTION by Member Drago and a seconded by Member Velazquez to postpone the process of acquiring the property located at 161 E. 6<sup>th</sup> Street. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.**

### 2. CRA Fiscal Year 2026 Budget

**Bobby Howell** stated the Redevelopment Plan was amended in 2017, updates the provided programs and projects that were approved by the CRA Board. The budget approval meeting is currently scheduled for August 20, 2025 at 6:00pm in the City Hall Council Chamber. Staff is requesting CRA Board provide input on the upcoming budget in advance of the August 20, 2025 budget meeting. He presented the current budget and the amended budget where the budget was reallocated.

**a. Chairman Bryan Nelson** asked if anyone had questions for Bobby.

**Bobby** suggested taking the reallocated budget from FY25 and carry it forward into FY26, if that is something that's agreeable to the board. **Member Drago** stated that on budget line account name CRA (RFAP) budget request amount is \$300,000 dollars and the at the last meeting it was agreed to be \$600,000 dollars. He stated the Finance Director informed him that any allocations that were placed in this year's budget would carry over to the new budget. If he understood correctly the \$600,000 dollars will carry over as long as it isn't spent. **Blanche** said he was correct. **Member Anderson** asked about the Business Impact Fee Assistance Program and asked for explanation as to what that is. **Bobby** explained that is to help impact fees for new and expanding businesses up

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to fifty percent of the fees. They can receive up to a maximum of \$20,000 dollars. As of a year ago no one has taken advantage of the program to his knowledge. He suggested keeping it in the budget as it may serve as a good economic development tool for the new businesses. **Blanche** advised that due to the timeline this budget needs to be finalized by the August 20<sup>th</sup> meeting. This will allow time for the Economic Development Director to review over the budget and provide feedback as well. **Member Drago** spoke about Alonzo Williams Park and how it was discussed to allot \$50,000 dollars for the power and water upgrades but on the FY26 budget it's showing \$75,000 dollars. He questioned the different amount. **Chairman Nelson** stated that \$75,000 dollars is the property off Washington that the City is trying to purchase, that it's in probate at the moment.

**Bobby** stated the recommendation tonight is for the board to advise what they would like to see in the budget moving forward. If they would like to take the reallocated budget from FY25 and carry it forward, whatever is the pleasure of the board.

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

**Unnamed Resident** requested clarification on the budgets. She expressed her concerns about the City removing greenery and making parking lots and requested more parks and conservation areas instead. She said the City needs to keep Apopka beautiful and to stop selling and allowing development of commercial land. She was against providing money to the Police Department and instead invest the money into gardens and conservation areas within the City.

**Blanche** stated this FY26 Proposed Budget is just for informational purposes and there's nothing to approve at this time. This budget will be brought back before the board on the August 20, 2025 meeting.

**OLD BUSINESS**

**1. Residential Façade Repair Grant Program review and discussion**

**Attorney Cliff Shepard** stated he was asked to prepare a Residential Façade Repair Grant Program that could be used to help the City spend money before the City might be forced to return the money to the State. He provided to the board a description of the grant program and a copy of the grant agreement which would be entered in my the CRA and the awardee. An exhibit was missing from the packet but was emailed to the board and that was the paid application that the contractor and the grant recipient would sign indicating that all the payments for the grant would come from the City's CRA directly to the contractor. Whether they use the City's contractors or their own, all agree that their payments would limited to the City directly paying the contractor per the terms of the payout agreement. **Member Williams** asked Attorney Shepard if this grant program would apply to multi-family? **Attorney Shepard** said it's up to the board's decision.

He would assume that it would apply to some level of multi family but would you want it to apply to an entire apartment complex? Due to it only being \$10,000 dollars, probably not due to it needing to be more than \$10,000 dollars. The board would need to decide. There were questions regarding grant recipients having to return the funds if they move within a certain period of time etc. All the questions asked revert back to the answer that it's up to the board to decide. **Member Williams** had also submitted several questions to be answered by Attorney Shepard regarding the grant program to be answer and those responses were provided to the board for review.

**Attorney Shepard** reviewed over the questions submitted by Member Williams individually. The first question was “Is the grant available for owner occupied homes as well as rentals”. The answer given was this is a policy decision to be determined by the board. **Chairman Nelson** stated he thinks it should be owner occupied. **Member Anderson** suggested it be homesteaded property. **Member Nesta** said the purpose of the Façade Grant is to increase the value of the CRA that's the core of this. It's not just to help homeowners. It's to increase the look, the feel, and the value as a whole. He understood the draw to only want owner occupied but it's specific to the property. It's not about the owner, it's to improve the properties themselves and helping an blighted area. **Member Smith** agreed with Member Nesta's point. He thinks there will be several rental properties. **Member Velazquez** questioned if this is opened up to rentals, what happens if the property owner has several rental properties in the CRA? Is it only limited to a certain number? **Member Anderson** suggested that if rentals are accepted, it's limited to certain façade upgrades such as paint only or something specific. To have a different policy for rentals that are receiving the grant. She feels that if we have the same guidelines for the rental properties, they can use the grant to rehab their properties then sell them and profit off of it. **Member Drago** suggested looking at it from a different perspective. He stated that since this grant program is new and ultimately will be in the hands of the Economic Development Director to give it trial run. That to initially only have the program available to owner occupied properties and see how much participation they receive. Then after possibly allow the program to be opened up to rentals. He suggested single family homes and possibly duplexes would be acceptable. **Chairman Nelson** stated anything that an owner has homesteaded should be eligible even if it was a condo.

- a. **Chairman Bryan Nelson took a vote on who is for owner occupied only versus allowing rentals. It was decided that initially the grant program will be limited to owner occupied properties. The vote was 5 to 2.**

**Attorney Shepard** continued. The next question “what type of residential units are eligible?” He said it's not recommended that this program not be open to apartments. **Member Williams** suggested capping it at Single family, condo, townhome, and duplex. **Member Drago** suggested no multi family.

**Attorney Shepard** continued. The next question, “If the request for the grant is to address a Code Enforcement violation and fines have accrued, would the Code Enforcement fines be waived or reduced?”.

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He stated and it was provided to the board that there's a process in place to have Code Enforcement fines reduced. Whatever the board decides, the current code would have to be revised due to the Code Enforcement regulations in place. **Member Nesta** made the point that he doesn't want to exclude properties that have Code Enforcement fines since sometimes in those cases, it's not because the property owner just ignores the violations, it's common that it's because they do not have the funding to correct the violations such as fallen trees on their roof, or a fence in disrepair or dilapidated shed etc. A lot of the property owners cannot pay the Code Enforcement fine and they cannot afford to fix their property either. **Member Drago** said he doesn't feel like they should complicate the process.

**Attorney Shepard** provided clarification and it was agreed by the board that if the property owner has been issued a notice of violation, found guilty, and fines are accruing then they're not eligible for the grant program. He continued to the next question. "Is there a requirement or any statutory requirements for the residents to not be subject to any taxes, liens, or foreclosure?". The answer to that is no. The City should give thought to the use of funds since there's limited amount for residential units that have liens or are in foreclosure since the bank or another party could potentially acquire the residence after grant funds have been provided. **Member Anderson** said the intention of the program is to increase the value you of the property and that's what it's doing regardless of the property being in foreclosure or not. **Member Nesta** expressed his concerns excluding the properties facing foreclosure as the grant money would be put into these properties to fix it up but then there's the possibility that it will not be maintained and it defeats the purpose as foreclosures sometimes take years to complete. **Attorney Shepard** confirmed the decision of the board that the property is not eligible if the property is in foreclosure.

The next question was "Some of the homeowner down payment assistance programs require repayment of grant funds if the home is sold or rented within say five years". Does the CRA board want to implement a requirement for the grant funds to be repaid if the home is sold within a certain timeframe? **Attorney Shepard** said this is not uncommon to do and some municipalities have done this in the form of a deed restriction. **Member Anderson** suggested putting a lien against the properties, not a deed restriction as that could cause the property owner to have issues obtaining loans etc. because of the deed restriction / modification. It was agreed by the board to place a lien on the property.

Next Question: "If permit fees cannot be paid from the grant funds, can or should the City waive or offer reduced permit fees for any work performed with grant funds that would require permits?". **Attorney Shepard** said this answer was outlined in Chapter 18 of the buildings and building regulations of the City Code.

Next Question: "Who is managing the progress payments and obtaining the contractors affidavits and lien waivers. Is it expected that the CRA would handle that process or is the homeowner responsible to provide the information before the CRA releases progress payments?".

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**Attorney Shepard** responded per the payment application that is signed by the contractor before the grant is awarded they will get their payments from the City and City will contact the CRA and the CRA will only issue those payments upon receipt of the correct documents. Whether it is provided by the property owner or the contractor or some combination. Whoever is administering the program will have a check sheet and make sure all the documents have been submitted and issue the check.

Next Question: “If a general contractor is using subcontractors, are they required to register or have the subcontractors approved as well as the general contractor?”. **Attorney Shepard** stated as currently constituted the answer is no. He doesn’t think that’s a good. The general contractor generally pays its subcontractors through the grant and not until the general contractor is paid will the subcontractors get paid by them. He recommends only having the general contractor have to register.

Next Question: “Should the grant program have a schedule that sets out the amount that can be reimbursed for the specific improvements that the residents would like to make?”. **Attorney Shepard** stated that the board and put in preset limits that the maximum pay on paint is such etc. but his suggestion would be to leave it to the contractor to make an application that falls under the \$30,000 dollars. All board members agreed.

Next Question: “Need to also consider what the construction agreement would look like unless the City already has a form that can be used or revised?”. **Attorney Shepard** said the construction contract would be between the homeowner and the property owner. The reason you want that is because you want the warranties of the contractor to flow to the homeowner, not to the City. If the City requires the homeowner to present the construction contract prior to approval then that will add a layer of expense as the City would have to have the City Attorney review those contracts. It makes things for difficult and can add liability to the City. Due to homeowners being able to use the contractor of their choosing the City will not be reviewing the construction contracts as agreed by the board.

Next Question: “What is the maximum grant award per residence and in what time period?”. **Member Nesta** asked what are other municipalities are doing? **Attorney Shepard** responded it’s typically one per property in the lifetime of the program. CRAs have a given timespan. If the grant was \$30,000 dollars and they only obtained \$15,000 dollars then maybe they can reapply for the remaining amount, but that’s what the board would have to decide. **Member Anderson** suggested a grant award of up to \$30,000 dollars in a ten-year period. **Member Nesta** said he felt that was fair and that if it needs to be adjusted down the road the board can modify it.

**Discussion ensued regarding notations that Member Williams made on the grant agreement that Member Drago wanted clarification on which each of these notations along with all of Member Williams’ questions were addressed individually and mutually agreed on by the board and answered.**

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**Member Drago** spoke about Senate Bill 582 regarding an unlawful demolition of historical buildings. He questioned if the City would issue a demolition permit for a historical building in the City limits. The answer he received from the building department when he asked was yes because there's an online permitting process. He expressed his concerns about the building department not knowing if a specific building is on the National Historical Registry or not. The purpose of the National Historical Registry is to preserve the historical buildings in the City. He said he provided the City's Building Official with the list of buildings in the City that are on the National Historical Registry. That was on November 8, 2024 and as of today's date he still hasn't received a response back from the Building Official to talk about the procedure and protect those structures in the City. **Chairman Nelson** said he would look into it and get back with Member Drago.

**a. Chairman Bryan Nelson opened up for public comment**

**Chairman Bryan Nelson** said if the board wants to bring this back before the board on August 20, 2025, he is perfectly fine with it.

**Sylvester Hall** said he had one question regarding the grant program. He asked if it has been advertised to the residents? **Member Anderson** responded no. They are trying to get the details decided and approved by the board to be able to launch the program. **Sylvester Hall** suggested that once it's approved to place the information regarding the program to be put in the Apopka's Monthly Newsletter with the water bills that go out to the residents so they can be informed.

**Unnamed Resident** came up and began speaking about items not pertaining to the grant program.

**Member Drago** stated that if the documents are modified per the discussions had at this meeting nothing should begin until the Economic Development Director views everything as well before anything is approved.

**Member Nesta** asked for clarification if the applicant for the grant to be eligible has to be an owner-occupied residence or homesteaded property. **Attorney Shepard** stated it was agreed to be owner occupied since some owners have two properties and maybe the one they reside at majority time may not be homesteaded. To prove the owner-occupied residence, they will have to provide documentation to prove residency at their owned property.

**a. Chairman Bryan Nelson asked for a Motion to allow Radley and Attorney Shepard to complete the grant program agreement with the revisions from the board to roll the program out on August 1, 2025.**

**MOTION by Member Anderson to approve and seconded by Member Drago. Motion carried unanimously with Chair Nelson, and Members Velazquez, Nesta, Smith, Anderson, Drago and Williams voting aye.**

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**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 7:12 p.m.

ATTEST

\_\_\_\_\_  
Bryan Nelson, Chairman

\_\_\_\_\_  
Susan M. Bone, City Clerk

Transcribed By: \_\_\_\_\_  
Jodi Wrigley, Deputy City Clerk

**CITY OF APOPKA  
COMMUNITY REDEVELOPMENT AGENCY  
RESOLUTION NO. 2025-04**



**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF APOPKA, FLORIDA, ACKNOWLEDGING THE REQUIREMENTS OF HOUSE BILL 7013 (2024) (CHAPTER 2024-136), AS CODIFIED IN FLORIDA STATUTE §189.0694, REGARDING COMMUNITY REDEVELOPMENT AGENCIES AND SPECIAL DISTRICTS; CONFIRMING THE CITY’S INTENT TO ESTABLISH GOALS, OBJECTIVES, AND PERFORMANCE MEASURES BY OCTOBER 1, 2024, AND TO PUBLISH THE FIRST ANNUAL PERFORMANCE REPORT BY DECEMBER 1, 2025; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, HB 7013 took effect July 1, 2024, amending the Uniform Special District Accountability Act to strengthen performance accountability for special districts, including community redevelopment agencies; and

**WHEREAS**, Under the amended § 189.0694, special districts must adopt goals, objectives, performance measures, and standards for each program and activity by October 1, 2024, and annually thereafter; and

**WHEREAS**, by December 1, 2025, and each year thereafter, CRAs must publish an annual performance report that includes: goals and objectives achieved, performance measures and standards used, as well as any goals and objectives not achieved; and

**WHEREAS**, the City of Apopka supports data-driven CRA outcomes and desire compliance with HB 7013’s transparency and accountability provisions.

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

Section 1. The City Council hereby acknowledges the requirements of House Bill 7013 (2024)—codified as Chapter 2024-136—and its mandate under Florida Statute § 189.0694 regarding adoption of performance-related provisions for special districts.

Section 2. The City of Apopka, on behalf of its Community Redevelopment Agency, will establish CRA goals, objectives, performance measures, and standards by October 1, 2025, consistent with § 189.0694.

Section 3. The CRA will publish its first annual performance report by December 1, 2025, and annually thereafter. The report will include: a description of goals and objectives achieved, the performance measures and standards used to assess performance, and any goals or objectives not met.

Section 4. The CRA staff is directed to prepare and include the required performance documentation in the annual CRA reporting and post it publicly as required by statute.

Section 5. Any prior resolutions or parts thereof in conflict with this Resolution are hereby superseded to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20<sup>th</sup> day of August, 2025, by the Community Redevelopment Agency of the City of Apopka, Florida.

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Bryan Nelson, Chairman  
City of Apopka, Florida

ATTEST:

Susan Bone, City Clerk

## CHAPTER 2024-136

### Committee Substitute for Committee Substitute for House Bill No. 7013

An act relating to special districts; repealing s. 163.3756, F.S., relating to inactive community redevelopment agencies; amending s. 163.504, F.S.; prohibiting the creation of new neighborhood improvement districts after a date certain; repealing s. 165.0615 F.S., relating to municipal conversion of independent special districts upon elector-initiated and approved referendum; creating s. 189.0312, F.S.; providing term limits for members of governing bodies of independent special districts elected by the qualified electors of the district; providing an exception; providing construction; creating s. 189.0313, F.S.; providing the method for changing boundaries of an independent special district; providing an exception; amending s. 189.062, F.S.; providing additional criteria for declaring a special district inactive; requiring certain special districts to provide notice of a proposed declaration of inactive status in the county or municipality under certain circumstances; revising the time period for filing an objection to a proposed declaration; authorizing a specific objection; providing that a district declared inactive may only expend funds as necessary to service outstanding debt and to comply with existing bond covenants and contractual obligations; creating s. 189.0694, F.S.; requiring special districts to establish performance measures to assess performance; requiring special districts to publish an annual report concerning performance measures; amending s. 189.0695, F.S.; requiring the Office of Program Policy Analysis and Governmental Accountability to conduct performance reviews; repealing s. 190.047, F.S., relating to incorporation or annexation of a district; amending s. 191.013, F.S.; requiring independent special fire control districts to annually report training and certification information regarding volunteer firefighters to the Division of State Fire Marshal; amending s. 388.211, F.S.; providing the boundaries of a mosquito control district may only be changed by special act; amending s. 388.221, F.S.; reducing the maximum millage rate for mosquito control districts; providing an exception; amending s. 388.271, F.S.; requiring, instead of authorizing, special districts to file tentative work plans and work plan budgets at specified intervals; requiring the Department of Agriculture and Consumer Services to report to the Department of Commerce if certain special districts fail to submit specified information; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.3756, Florida Statutes, is repealed.

Section 2. Section 163.504, Florida Statutes, is amended to read:

163.504 Safe neighborhood improvement districts; formation authorized by ordinance; jurisdictional boundaries; prohibition on future creation.—

(1) The governing body of any municipality or county may authorize the formation of safe neighborhood improvement districts through the adoption of a planning ordinance which specifies that such districts may be created by one or more of the methods established in ss. 163.506, 163.508, 163.511, and 163.512. No district may overlap the jurisdictional boundaries of a municipality and the unincorporated area of a county, except by interlocal agreement.

(2) A safe neighborhood improvement district may not be created on or after July 1, 2024. A safe neighborhood improvement district in existence before July 1, 2024, may continue to operate as provided in this part.

Section 3. Section 165.0615, Florida Statutes, is repealed.

Section 4. Section 189.0312, Florida Statutes, is created to read:

189.0312 Independent special districts; term of office.—

(1) A member elected by the qualified electors of the district to the governing body of an independent special district may not serve for more than 12 consecutive years, unless the district’s charter provides for more restrictive terms of office. Service of a term of office that commenced before November 5, 2024, does not count toward the limitation imposed by this subsection.

(2) This section does not apply to a community development district established under chapter 190, or an independent special district created pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of the district.

(3) This section does not require an independent special district governed by an appointed governing body to convert to an elected governing body.

Section 5. Section 189.0313, Florida Statutes, is created to read:

189.0313 Independent special districts; boundaries; exception.—Notwithstanding any special law or general law of local application to the contrary, the boundaries of an independent special district shall only be changed by general law or special act. This section does not apply to a community development district established pursuant to chapter 190.

Section 6. Subsections (1) and (2) of section 189.062, Florida Statutes, are amended to read:

189.062 Special procedures for inactive districts.—

(1) The department shall declare inactive any special district in this state by documenting that:

(a) The special district meets one of the following criteria:

1. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has taken no action for 2 or more years;

2. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has not had a governing body or a sufficient number of governing body members to constitute a quorum for 2 or more years;

3. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government fails to respond to an inquiry by the department within 21 days;

4. The department determines, pursuant to s. 189.067, that the district has failed to file any of the reports listed in s. 189.066;

5. The district has not had a registered office and agent on file with the department for 1 or more years; ~~or~~

6. The governing body of a special district provides documentation to the department that it has unanimously adopted a resolution declaring the special district inactive. The special district is responsible for payment of any expenses associated with its dissolution;

7. The district is an independent special district or a community redevelopment district created under part III of chapter 163 that has reported no revenue, no expenditures, and no debt under s. 189.016(9) or s. 218.32 for at least 5 consecutive fiscal years beginning no earlier than October 1, 2018. This subparagraph does not apply to a community development district established under chapter 190 or to any independent special district operating pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of that district; or

8. For a mosquito control district created pursuant to chapter 388, the department has received notice from the Department of Agriculture and Consumer Services that the district has failed to file a tentative work plan and tentative detailed work plan budget as required by s. 388.271.

(b) The department, special district, or local general-purpose government has published a notice of proposed declaration of inactive status in a newspaper of general circulation in the county or municipality in which the territory of the special district is located and has sent a copy of such notice by certified mail to the registered agent or chair of the governing body, if any. If the special district is a dependent special district with a governing body that is not identical to the governing body of a single county or a single municipality, a copy of such notice must also be sent by certified mail to the governing body of the county or municipality on which the district is

dependent. Such notice must include the name of the special district, the law under which it was organized and operating, a general description of the territory included in the special district, and a statement that any objections must be filed pursuant to chapter 120 within 30 ~~21~~ days after the publication date. The objections may include that the special district has outstanding debt obligations that are not included in reports required under s. 189.016(9) or s. 218.32.

(c) ~~Thirty~~ Twenty-one days have elapsed from the publication date of the notice of proposed declaration of inactive status and no administrative appeals were filed.

(2) If any special district is declared inactive pursuant to this section, the district may only expend funds as necessary to service outstanding debt and to comply with existing bond covenants and other contractual obligations. ~~The~~ property or assets of the special district are subject to legal process for payment of any debts of the district. After the payment of all the debts of said inactive special district, the remainder of its property or assets shall escheat to the county or municipality wherein located. If, however, it shall be necessary, in order to pay any such debt, to levy any tax or taxes on the property in the territory or limits of the inactive special district, the same may be assessed and levied by order of the local general-purpose government wherein the same is situated and shall be assessed by the county property appraiser and collected by the county tax collector.

Section 7. Section 189.0694, Florida Statutes, is created to read:

189.0694 Special districts; performance measures and standards.—

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:

(a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.

(b) Any goals or objectives the district failed to achieve.

Section 8. Paragraph (c) is added to subsection (3) of section 189.0695, Florida Statutes, to read:

189.0695 Independent special districts; performance reviews.—

(3) The Office of Program Policy Analysis and Government Accountability must conduct a performance review of all independent special

districts within the classifications described in paragraphs (a), ~~and (b), and~~ (c) and may contract as needed to complete the requirements of this subsection. The Office of Program Policy Analysis and Government Accountability shall submit the final report of the performance review to the President of the Senate and the Speaker of the House of Representatives as follows:

(c) For all safe neighborhood improvement districts as defined in s. 163.503(1), no later than September 30, 2025.

Section 9. Section 190.047, Florida Statutes, is repealed.

Section 10. Subsection (3) is added to section 191.013, Florida Statutes, to read:

191.013 Intergovernmental coordination.—

(3) By October 1 of each year, each independent special fire control district shall report to the Division of State Fire Marshal regarding whether each of the district's volunteer firefighters has completed the required trainings and received the required certifications established by the division pursuant to s. 633.408.

Section 11. Section 388.211, Florida Statutes, is amended to read:

388.211 Change in district boundaries.—

~~(1) The boundaries of each district may only be changed by a special act of the Legislature. The board of commissioners of any district formed prior to July 1, 1980, may, for and on behalf of the district or the qualified electors within or without the district, request that the board of county commissioners in each county having land within the district approve a change in the boundaries of the district.~~

~~(2) If the board of county commissioners approves such change, an amendment shall be made to the order creating the district to conform with the boundary change.~~

Section 12. Subsection (1) of section 388.221, Florida Statutes, is amended to read:

388.221 Tax levy.—

(1) The board of commissioners of such district may levy upon all of the real and personal taxable property in said district a special tax not exceeding 1 mill ~~10 mills~~ on the dollar during each year as maintenance tax to be used solely for the purposes authorized and prescribed by this chapter. The board of commissioners of a district may increase such special tax to no more than 2 mills on the dollar if the increase is approved by a referendum of the qualified electors of the district held at a general election. Said board shall by resolution certify to the property appraiser of the county in which the

property is situate, timely for the preparation of the tax roll, the tax rate to be applied in determining the amount of the district's annual maintenance tax. Certified copies of such resolution executed in the name of said board by its chair and secretary and under its corporate seal shall be made and delivered to the property appraiser and the board of county commissioners of the county in which such district is located, and to the Department of Revenue not later than September 30 of such year. The property appraiser of said county shall assess and the tax collector of said county shall collect the amount of taxes so assessed and levied by said board of commissioners of said district upon all of the taxable real and personal property in said district at the rate of taxation adopted by said board for said year and included in said resolution, and said levy shall be included in the warrants of the property appraiser and attached to the assessment roll of taxes for said county each year. The tax collector shall collect such taxes so levied by said board in the same manner as other taxes are collected and shall pay the same within the time and in the manner prescribed by law to the treasurer of said board. The Department of Revenue shall assess and levy on all the railroad lines and railroad property and telegraph and telephone lines and telegraph and telephone property situated in said district in the amount of each such levy as in case of other state and county taxes and shall collect said taxes thereon in the same manner as it is required by law to assess and collect taxes for state and county purposes and remit the same to the treasurer of said board. All such taxes shall be held by said treasurer for the credit of said board and paid out by him or her as ordered by said board.

Section 13. Subsection (1) of section 388.271, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

388.271 Prerequisites to participation.—

(1) When state funds are involved, it is the duty of the department to guide, review, approve, and coordinate the activities of all county governments and special districts receiving state funds in furtherance of the goal of integrated arthropod control. Each county ~~or district~~ eligible to participate ~~hereunder may, and each district must,~~ begin participation on October 1 of any year by filing with the department not later than July 15 a tentative work plan and tentative detailed work plan budget providing for the control of arthropods. Following approval of the plan and budget by the department, two copies of the county's or district's certified budget based on the approved work plan and detailed work plan budget shall be submitted to the department by September 30 following. State funds, supplies, and services shall be made available to such county or district by and through the department immediately upon release of funds by the Executive Office of the Governor.

(3) If a special district fails to submit a tentative work plan and tentative detailed work plan budget as required by subsection (1), the department shall send notice of such failure to the Department of Commerce within 30 days.

Section 14. This act shall take effect July 1, 2024.

Approved by the Governor April 26, 2024.

Filed in Office Secretary of State April 26, 2024.



## City of Apopka COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

**Section:** NEW BUSINESS

**Item #:** 2.

**Meeting Date:** August 20, 2025

**Department:** Community Development

**SUBJECT:**

**Resolution No. 2025-05 - Appropriate existing Redevelopment Trust Funds to the next FY 2026 and Resolution No. 2025-06 - Adoption of CRA FY 2025/2026 budget**

**ACTION ITEM INFORMATION:**

Approval of Resolution No. 2025-05 - Appropriate existing Redevelopment Trust Funds to the next FY 2026 and Resolution No. 2025-06 - Adoption of CRA FY 2025/2026 budget.

**REQUEST:**

Approval of Resolution No. 2025-05 - Appropriate existing Redevelopment Trust Funds to the next FY 2026 and Resolution No. 2025-06 - Adoption of CRA FY 2025/2026 budget.

**SUMMARY:**

In accordance with Florida Statutes Section 163, the Community Redevelopment Agency is required to appropriate the existing balance within the Redevelopment Trust Fund for the following fiscal year's budget. In addition, the Community Redevelopment Agency is required to adopt the annual budget for Fiscal Year 2025/2026.

The *CRA Redevelopment Plan 2017~update* provides the programs and projects that were approved by the CRA Board. Staff is requesting the continuation of various projects and programs and adding a few additional ones for the next budget year. These projects and programs continue to further the economic and redevelopment goals of the CRA.

CRA Trust Fund Balance As of FY 2025: \$4,753,853.

Resolution No. 2025-05 is required in accordance with Florida Statutes 163.387:

(7) On the last day of the fiscal year of the community redevelopment agency, any money which remains in the trust fund after the payment of expenses pursuant to subsection (6) for such year shall be:

(d) Appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan which project will be completed within 3 years from the date of such appropriation.

Resolution 2025-06 is for the approval of the CRA Budget for FY 2026. Total: \$6,328,123.

**FUNDING SOURCE:**

The CRA Redevelopment Trust Fund, established by Ordinance No. 783 on June 16, 1993, uses Tax Increment Funding (TIF) from Orange County and the City of Apopka. All projects and programs are in accordance with Florida Statutes and the CRA Redevelopment Plan 2017~Update.

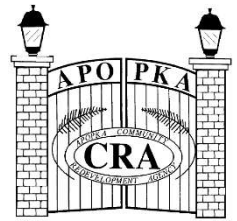
**RECOMMENDED MOTION:**

Adopt CRA Resolution Number 2025-05 and 2025-06.

**ATTACHMENTS:**

1. Resolution 2025-05 CRA FY2025 and Prior Budget Appropriation CarryOver Funding
2. Resolution 2025-06 CRA FY2026 Proposed Budget

**CITY OF APOPKA  
COMMUNITY REDEVELOPMENT AGENCY  
RESOLUTION NO. 2025-05**



**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF APOPKA, FLORIDA, APPROVING THE APPROPRIATION OF FUNDS REMAINING IN THE REDEVELOPMENT TRUST FUND TO CERTAIN PROJECTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Section 163.387, Florida Statutes, all tax increment revenues and other funds of the CRA are deposited into the Redevelopment Trust Fund and expended only for undertakings as described in the duly adopted Community Redevelopment Plan; and

**WHEREAS**, for Fiscal Year 2025 and prior the CRA budgeted and appropriated funds deposited in the Trust Fund to pay certain administrative and operating expenses as well as project and program expenses of the CRA; and

**WHEREAS**, certain funds remain in the Trust Fund as of September 30, 2025 after payment of all budgeted expenses; and

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

Section 1. As of September 30, 2025, the anticipated unexpended amount of \$4,753,853 remains in the Trust Fund.

Section 2. The Board of Directors desires to appropriate such funds to the specific redevelopment projects and programs in the amounts shown on the attached Exhibit “A” and encumber said funds for Fiscal Year 2026. Additional projects and programs will be introduced during FY 2025 as budget amendments in accordance with Florida Statutes and the adopted *CRA Redevelopment Plan 2017~update*.

Section 3. The CRA Executive Director, or designee, is authorized to take all necessary administrative actions to implement this Resolution, including the execution of contracts, agreements, and purchase orders, subject to applicable procurement requirements.

Section 4. Such funds are included within the approved Community Redevelopment Plan of the CRA.

PASSED AND ADOPTED this 20<sup>th</sup> day of August, 2025, by the Community Redevelopment Agency of the City of Apopka, Florida.

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Bryan Nelson, Chairman  
City of Apopka, Florida

ATTEST:

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Susan Bone, City Clerk

**Fund 610 - CRA FY2026 Budget Request**

Account String	Account Name	FY2026 Budget Request with Estimated CarryOver Funding	Estimated FY2025 CarryOver Funding	FY2026 Total Proposed Budget Request	Description
610-9950-515-3100	PROFESSIONAL SERVICES	\$ 100,000	\$ -	\$ 100,000	Community Oriented Policing Program
610-9950-515-3200	AUDIT SERVICES	5,500	-	5,500	Separate Annual Audit required by State
610-9950-515-4000	TRAVEL & PER DIEM	850	-	850	FRA - Florida Redevelopment Association annual conference. 3 hotel nights, and misc. food
610-9950-515-4900	OTHER CURRENT CHARGES	30,000	15,000	45,000	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	-	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	-	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	-	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	600,000	900,000	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	-	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.
8th & Highland Maintenance Complex					
610-9950-515-4950	Demolition - 8th & Highland	-	100,000	100,000	
610-9950-515-5400	BOOKS, PUBS, SUBS & MEMBERSHIP	1,170	-	1,170	\$175. Special District State Mandated Fee; \$995. FRA - Florida Redevelopment Association annual membership
610-9950-515-5500	TRAINING	450	-	450	FRA-Florida Redevelopment Association annual conference - registration
610-9950-515-6100	LAND	-	150,000	150,000	Land Acquisition - Duke
610-9950-515-6100	LAND	600,000	-	600,000	Land acquisition – 518 S. Washington Avenue, 602 and 614 S. Park Avenue (Downtown Triangle)
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	24,617	24,617	Apopka Action Sports Amenities (pavilion, water fountain, picnic tables, ADA parking space/sidewalk, artificial turf) - Skate Park & Pump Track Area
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	3,000	3,000	Edward's Field - New Bike Repair Stands (2)
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	50,000	50,000	Edward's Field - ADA Parking Addition
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	75,000	-	75,000	Alonzo Williams Park event power and water upgrades
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	1,158,165	273,856	1,432,021	5 <sup>th</sup> and Central Avenue signal design, 5 <sup>th</sup> and Park Avenue Signal and Pedestrian Upgrades
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	15,000	15,000	Station Street Lighting
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	15,000	15,000	Historical Markers (3)
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	5,000	5,000	Façade Renovation Program
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	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	City Hall Downtown Park
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	-	103,755	103,755	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	-	1,332,953	1,332,953	Downtown Apopka Trail - Construction
610-9950-515-6300	IMPROVEMENTS OTHER THAN BLDGS	1,000,000	-	1,000,000	Downtown streetscape enhancements – 5th Street, E. Station Street lighting, resurfacing
	<b>Total</b>	<b>\$ 3,421,135</b>	<b>\$ 2,906,988</b>	<b>\$ 6,328,123</b>	
	<b>Less: Estimated Revenue</b>	<b>\$ (1,574,270)</b>		<b>\$ (1,574,270)</b>	
	<b>Subtotal</b>	<b>\$ 1,846,865</b>	<b>\$ 2,906,988</b>	<b>\$ 4,753,853</b>	
	<b>Additional CarryOver - FY2024</b>	<b>\$ (1,846,865)</b>	<b>\$ -</b>	<b>\$ (1,846,865)</b>	
	<b>Estimated CarryOver - FY2025</b>		<b>(2,906,988)</b>	<b>(2,906,988)</b>	
	<b>Excess Funding</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Resolution No. 2025-05  
CRA FY2025 CarryOver Funding**

Account String	Account Name	FY2025 Adopted Budget - Budget Transfers & Budget Amendment with Reallocation	Description
<b>Revenues:</b>			
610-311-1000	Current Ad Valorem Taxes	\$ 573,070	
610-311-1001	Ad Valorem Tax Increase for CRA	603,231	
610-311-1000	Interest/Dividend on Investments	272,900	
610-381-0010	Transfer From General Fund	35,545	
610-389-0009	Carry-Over Appropriation (Budget)	3,304,775	
		<b>\$ 4,789,521</b>	

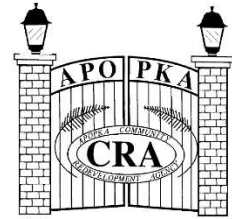
Account String	Account Name	FY2025 Adopted Budget - Budget Transfers & Budget Amendment with Reallocation	FY2025 PO Balance	Additional Requested Transfers	FY2025 GL Actuals YTD 7.31.25	Anticipated Spending - August - September 2025	Remaining Balance (CarryOver)	Description
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<b>Expenditures:</b>								
610-9950-515-3100	Professional Services	\$ 85,000	\$ 15,854		\$ 69,146	\$ -	\$ -	Community Oriented Policing Program
610-9950-515-3200	Audit Services	6,000	-		6,000		-	CRA Audit - Separate Require by State
610-9950-515-4000	Travel & Per Diem	951	-		951		-	FRA - Florida Redevelopment Association annual conference. 3 hotel nights, and misc. food
610-9950-515-4900	CRA BCAP	35,366	-		10,366	10,000	15,000	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)	47,325	-	57,107	34,432	70,000	-	Façade 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 (BPRP)	-	-		-		-	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)	-	-		-		-	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)	-	-		-		-	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)	600,000	-		-		600,000	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.

**Resolution No. 2025-05  
CRA FY2025 CarryOver Funding**

Account String	Account Name	FY2025 Adopted Budget - Budget Transfers & Budget Amendment with Reallocation						Description
610-9950-515-4950	Demolition - 8th & Highland	100,000	-	-	-	-	100,000	8th & Highland Maintenance Complex
610-9950-515-5400	Book, Pubs, Subs, & Membership	175	-	-	175	-	-	Special District State Mandated Fee
610-9950-515-5400	Book, Pubs, Subs, & Membership	995	-	-	995	-	-	FRA - Florida Redevelopment Association annual membership
610-9950-515-6100	Land	150,000	-	-	-	-	150,000	Land Acquisition - Duke Property***
610-9950-515-6300	Improvements, Other Than Bldgs	83,713	89,075	5,362	-	-	-	Alonzo Williams Park Pavilion
610-9950-515-6300	Improvements, Other Than Bldgs	135,000	90,128	(5,362)	34,592	4,918	-	Alonzo Williams Park Basket Ball Court Upgrades
610-9950-515-6300	Improvements, Other Than Bldgs	363,692	89,075	-	250,000	-	24,617	Apopka Action Sports Amenities (pavilion, water fountain, picnic tables, ADA parking space/sidewalk, artificial turf) - Skate Park & Pump Track Area
610-9950-515-6300	Improvements, Other Than Bldgs	3,000	-	-	-	-	3,000	Edward's Field - New Bike Repair Stands (2)
610-9950-515-6300	Improvements, Other Than Bldgs	50,000	-	-	-	-	50,000	Edward's Field - ADA Parking Addition
610-9950-515-6300	Improvements, Other Than Bldgs	77,658	-	-	-	-	77,658	Signal & Pedestrian Upgrades: 5th and Central
610-9950-515-6300	Improvements, Other Than Bldgs	253,305	-	(57,107)	-	-	196,198	Signal & Pedestrian Upgrades: 5th Street & Park Ave Construction
610-9950-515-6300	Improvements, Other Than Bldgs	15,000	-	-	-	-	15,000	Station Street Lighting
610-9950-515-6300	Improvements, Other Than Bldgs	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	Façade Renovation Program
610-9950-515-6300	Improvements, Other Than Bldgs	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	City Hall Downtown Park
610-9950-515-6300	Improvements, Other Than Bldgs	105,000	-	-	1,245	-	103,755	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	-	-	-	-	-	-	Central Ave Trail Portion - Design
610-9950-515-6300	Improvements, Other Than Bldgs	2,422,311	116,503	-	972,855	-	1,332,953	Downtown Apopka Trail - Construction (funds held over from FY 2023).
		<b>\$ 4,789,521</b>	<b>\$ 416,859</b>	<b>\$ -</b>	<b>\$ 1,380,756</b>	<b>\$ 84,918</b>	<b>\$ 2,906,988</b>	

**CITY OF APOPKA  
COMMUNITY REDEVELOPMENT AGENCY  
RESOLUTION NO. 2025-06**



**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY  
(CRA) OF THE CITY OF APOPKA, FLORIDA, ADOPTING THE ANNUAL  
BUDGET FOR FISCAL YEAR 2025/2026.**

**WHEREAS**, on October 1, 2025, the Community Redevelopment Agency of the City of Apopka will start a new budget for fiscal year 2025/2026; and

**WHEREAS**, the Community Redevelopment Agency Board of the City of Apopka wishes to adopt a final budget for that fiscal year; and

<u>Estimated Revenues:</u>	
Ad Valorem Taxes	\$ 1,330,419
Interest	243,851
Funding from Reserves	<u>4,753,853</u>
<b>Total Revenues and Reserves</b>	<b>\$ 6,328,123</b>

<u>Expenditures:</u>	
Professional Services	\$ 100,000
Audit Services	5,500
Travel & Per Diem	850
Other Charges (& Assistance Programs)	1,195,000
Books, Pubs & Subscriptions	1,170
Training	450
Capital – Improvements	<u>4,275,153</u>
<b>Total Expenditures and Reserves</b>	<b>\$ 6,328,123</b>

**NOW, THEREFORE, BE IT RESOLVED** by the Community Redevelopment Agency Board of the City of Apopka that the Final Budget for fiscal year 2025/2026 is hereby adopted.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of August, 2025, by the Community Redevelopment Agency Board of the City of Apopka, Florida.

\_\_\_\_\_  
Bryan Nelson, Chairman  
City of Apopka, Florida

ATTEST:

\_\_\_\_\_  
Susan Bone, City Clerk

Community Redevelopment Agency Resolution No. 2025-06	FY2026 Proposed Budget	FY2025 Estimated CarryOver	FY2026 Proposed Budget with CarryOver
<b>Estimated Revenues:</b>			
Ad Valorem Taxes	\$ 1,330,419	\$ -	\$ 1,330,419
Interest	243,851	-	243,851
CARRY-OVER APPROPRIATIONS(BUDGET)	1,846,865 **	2,906,988 ***	4,753,853
<b>Total Revenues and Reserves</b>	<b>\$ 3,421,135</b>	<b>\$ 2,906,988</b>	<b>\$ 6,328,123</b>
<b>Expenditures:</b>			
Professional Services	\$ 100,000	\$ -	\$ 100,000
Audit Services	5,500	-	5,500
Travel & Per Diem	850	-	850
Other Charges (& Assistance Programs)	480,000	715,000	1,195,000
Books, Pubs, & Subscriptions	1,170	-	1,170
Training	450	-	450
Capital - Land	600,000	150,000	750,000
Capital - Improvements	2,233,165	2,041,988	4,275,153
<b>Total Expenditures</b>	<b>\$ 3,421,135</b>	<b>\$ 2,906,988</b>	<b>\$ 6,328,123</b>
** FY2024 Additional CarryOver Funding			
*** FY2024 Additional CarryOver Funding			



# City of Apopka

## COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

**Section:** OLD BUSINESS

**Item #:** 1.

**Meeting Date:** August 20, 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 fund the Residential Facade Repair Grant Program in the remainder of the FY 25 and the FY 26 budget. Provided for discussion are three documents. One is a CRA Grant Agreement, the second is the Residential Facade Repair Grant Program Guidelines, and the third is the Progress Schedule and Payment Application Procedures for the CRA Board's review and discussion.

**FUNDING SOURCE:**

CRA budget

**RECOMMENDED MOTION:**

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

**ATTACHMENTS:**

1. RFRGP - Grant Agreement (v10)(HRN edits 8.15.2025)
2. RFRGP Guidelines (v7)(HRN edits 8.14.2025)
3. RFRGP - Payment Procedures (Exhibit D)(v8)(HRN edits 8.15.2025)



**CITY OF APOPKA  
COMMUNITY REDEVELOPMENT AGENCY  
GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (the “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF APOPKA**, a body politic and corporate created and existing under the laws of the State of Florida (the “CRA”), and \_\_\_\_\_ (the “Grant Recipient”) (each individually a “Party” and collectively the “Parties”).

**WITNESSETH**

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

**WHEREAS**, the CRA established the Residential Façade Repair Grant Program (the “Grant Program”) to support reinvestment in residential properties located within the Apopka Community Redevelopment Area; and

**WHEREAS**, the purpose of the Grant Program is to encourage the revitalization of neighborhoods, improve property conditions, and enhance the overall appearance and value of residential properties in accordance with the goals of the CRA Community Redevelopment Plan; and

**WHEREAS**, the CRA is authorized to expend tax increment revenues for this Grant Program pursuant to Fla. Stat. § 163.387(6)(c), which permits the use of such funds for purposes which are necessary to exercise the powers granted under Fla. Stat. § 163.370; and

**WHEREAS**, Fla. Stat. § 163.370 authorizes the CRA to carry out projects and activities in furtherance of community redevelopment, including implementing programs for voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the CRA’s Community Redevelopment Plan; and

**WHEREAS**, the CRA’s adopted Community Redevelopment Plan specifically contemplates the creation of residential renovation grant programs to incentivize the repair and renovation of residential structures within the Apopka Community Redevelopment Area; and

**WHEREAS**, the Grant Recipient is the legal owner of real property (the “Property”) located within the Apopka Community Redevelopment Area and has applied for grant funding to make improvements to said Property; and

**WHEREAS**, the CRA has reviewed the Grant Recipient’s application, attached hereto as **Exhibit A** and made a part hereof by this reference, and determined that the proposed improvements (the “Improvements”) meet the Grant Program’s eligibility requirements and are consistent with the objectives of the CRA; and

**WHEREAS**, the Residential Façade Repair Grant Program Guidelines are attached hereto as **Exhibit B** and the terms of same are made a part hereof by this reference, and determined that the proposed improvements (the “Improvements”) meet the Grant Program’s eligibility requirements and are consistent with the objectives of the CRA; and

**WHEREAS**, the CRA desires to provide grant funds to the Grant Recipient on the terms and conditions set forth in this Agreement, and the Grant Recipient agrees to complete the Improvements and comply with all applicable requirements.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

**1. AWARD OF GRANT**

- a. Subject to the Grant Recipient’s compliance with the terms and conditions set forth in this Agreement, including all exhibits hereto, the CRA hereby awards a grant in an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) to the Grant Recipient for goods and/or services acquired by the Grant Recipient for the Improvements made at the Property located at \_\_\_\_\_, as more particularly described in **Exhibit C** attached hereto and made a part hereof by this reference.
- b. The Grant Recipient acknowledges and agrees that the total amount of the grant is limited to the maximum award approved by the CRA, unless additional funds are approved by the CRA Board for good cause. Any costs or expenses incurred in connection with the construction of the Improvements that exceed the approved grant amount shall be the sole responsibility of the Grant Recipient. The CRA shall have no obligation to the Grant Recipient for any payment beyond the amount awarded under this Agreement. In addition, the Grant Recipient shall be solely responsible for paying for all ineligible costs and expenses related to the Improvements, and/or amount(s) that exceed approved awarded amount.

**2. IMPROVEMENT COMPLETION DEADLINE**

- a. The Grant Recipient shall complete the Improvements no later than \_\_\_\_\_ one (1) year after the Effective Date of this Agreement unless said completion deadline is extended by the CRA in its sole discretion.
- b. Any extension of the deadline for completing the Improvements shall be by written instrument executed by the Economic Development Director or their designee and the Grant Recipient; however, no extension shall exceed an additional six (6) months without the CRA Board’s prior approval.

**3. GRANT DISBURSEMENT**

- a. The CRA agrees to disburse the allotted grant funds to the contractor selected by the Grant Recipient and approved by the CRA to perform the Improvement (the “Contractor”), or said Contractor’s designee, in installments for expenses necessarily and properly incurred under this Agreement based on the approved scope of work for the construction of the Improvements. Payment shall be made in accordance with the following:

- i. All requests for disbursement of grant funds (hereinafter an “Application for Payment”) shall be submitted by the Grant Recipient, the Contractor, or their designee in accordance with this Agreement and the Progress Schedule and Payment Application Procedures, attached hereto as **Exhibit D** and made a part hereof by this reference.
- ii. Each Application for Payment shall include documentation, as more explicitly set forth in **Exhibit D**, demonstrating the progress and/or completion of the Improvements in accordance herewith. No Application for Payment shall be processed without such documentation and the CRA reserves the right to withhold all or any portion of the grant funds if requested documentation is not submitted or is in a form or substance not acceptable to the CRA.
- iii. Applications for Payment shall be made not more often than monthly and only after approximately thirty percent (30%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) of the scope of work for the construction of the Improvements has been completed, with such percentages based upon expenditure of the overall cost of the Improvements.
- iv. The CRA shall have the right to inspect the work performed prior to disbursing each installment payment.
- v. The Grant Recipient shall sign each Application for Payment, and such signature shall constitute shall be deemed as the Grant Recipient’s express representation to the CRA that, to the best of the Grant Recipient’s knowledge:
  1. The work has progressed to the point indicated; and
  2. The quality of the work is in accordance with the plans and specifications submitted by the Grant Recipient and approved by the CRA; and
  3. Any grant funds previously disbursed by the CRA to the Contractor or the Contractor’s designee have been remitted to the appropriate supplier, subcontractor, or other professionals hired to perform work funded under this Agreement.
- b. Any disbursement of grant funds by the CRA shall not be construed as acceptance, approval, or certification of the quality, completeness, or compliance of the work performed. The Grant Recipient remains solely responsible for ensuring that all work funded under this Agreement is completed in accordance with this Agreement, applicable building codes, permit requirements, approved scope of work, and industry standards. The CRA shall not be liable for any defects, deficiencies, or failures in the work, regardless of whether the CRA has inspected the Property or disbursed funds related to the Improvements.

#### **4. GRANT RECIPIENT’S WARRANTIES AND REPRESENTATIONS**

- a. The Grant Recipient hereby warrants and represents to the CRA that:
  - i. All statements and representations made by the Grant Recipient in connection with the Grant Recipient’s application for funding under this Grant Program are and shall remain true and correct.

- ii. The Grant Recipient has thoroughly reviewed, is familiar with, and understands the CRA guidelines and/or requirements applicable to this grant, including, but not limited to, 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 improvements under the grant, and any applicable grant funding disbursement policies and procedures.
- b. All warranties and representations set forth in this Section shall be deemed continuing and shall remain true and correct in all material respects until the completion of the Improvements. All Grant Recipient warranties and representations herein shall survive any exercise of any remedy by the CRA hereunder. It shall, at the option of the CRA, be an event of default hereunder should any of the representations or warranties be or become materially untrue or misleading.

## 5. GRANT RECIPIENT'S COVENANTS AND AGREEMENTS

- a. The Grant Recipient hereby covenants and agrees as follows:
  - i. Any work performed in connection with the Improvements prior to the execution of this Agreement and, if applicable, the CRA's issuance of a notice to proceed shall be ineligible for payment with grant funds.
  - ii. Grant funds shall be used solely for improvements and expenses that are deemed eligible under the terms of this Agreement and any applicable CRA grant guidelines. The CRA shall have sole discretion to determine whether a particular expense qualifies for payment with grant funds.
  - iii. The CRA will only authorize payment for work that has been completed in accordance with the approved scope of work, properly documented, and verified through inspection or other means as required by the CRA. The CRA shall have sole discretion to determine the eligibility of each expense submitted for payment. Any costs not approved by the CRA, including, but not limited to, unauthorized work, ineligible improvements, or work outside the approved scope, shall not be paid with grant funds and shall be the sole responsibility of the Grant Recipient.
  - iv. The Grant Recipient shall have identified a source of funding for any costs or expenses related to the construction of the Improvements which exceed the grant amount awarded to the Grant Recipient.
  - iv.v. The Grant Recipient shall not use grant funds nor permit grant funds to be used to retain, procure, or otherwise transact business with any individual or business with which the Grant Recipient has a financial interest or family connection. For purposes of this subsection, "family connection" includes any spouse, domestic partner, child, parent, sibling, grandchild, grandparent, aunt, uncle, niece, nephew, cousin (whether by blood, marriage, or adoption), and any individual living in the same household as the Grant Recipient.
  - v.vi. All contractors engaged to perform work under the Grant Program must hold all licenses, certifications, and registrations required by applicable federal, state, and local law to perform the work for which they are engaged in the State of Florida. The Grant

Recipient shall be responsible for verifying the licensing status of all such parties and ensuring compliance throughout the duration of the project. The CRA reserves the right to request proof of licensure at any time and may withhold payment until proper documentation is received.

~~vi.vii.~~ The Grant Recipient shall be responsible for obtaining, at its sole cost and expense, all plans, approvals, permits, and authorizations required by law, the CRA, the City, or any other applicable agency for the construction of the Improvements (including, without limitation, any zoning, historic preservation or building permits or approvals).

~~vii.viii.~~ The Grant Recipient agrees to allow the CRA reasonable access to the Property to photograph the Property before, during, and after completion of the Improvements and to use such photographs for documentation and promotional purposes. The Grant Recipient also agrees to allow the CRA to place temporary signage on the Property indicating that the project is being supported by CRA funding. Such signage will be of reasonable size and placement and will be removed by the CRA (or authorized for removal by the CRA) upon completion of the Improvements.

~~viii.~~ The Grant Recipient agrees to the issuance of a lien against his/her property to secure the CRA's interest in the potential repayment of grant funds as set forth hereinfor the duration of the Agreement.

ix.

## 6. DEFAULT

- a. A default under this Agreement shall consist of: (i) any use of grant funds for ineligible improvements or expenses or for any purpose other than as authorized by the CRA; (ii) the failure of the Grant Recipient to comply with any provision or requirement contained in this Agreement or any incorporated attachments or exhibits hereto; or (iii) any failure of the Grant Recipient or its Contractor to comply with any applicable permitting or inspection requirements.
- b. In the event of default, the CRA may, at its sole discretion, terminate this Agreement, require repayment of any or all grant funds disbursed, withhold further disbursements, and pursue any other remedies available at law or in equity. The CRA shall provide written notice of default to the Grant Recipient, and the Grant Recipient shall have thirty (30) days from the date of notice to cure the default unless otherwise stated. If the default is not cured within the specified period, the CRA's remedies shall become immediately enforceable.
- c. Grant Recipient shall be responsible for paying all 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 litigation or an administrative proceeding, during the course of litigation or an administrative proceeding, or in connection with any appeal thereof.

## 7. REPAYMENT OF GRANT FUNDS BY GRANT RECIPIENT

- a. In the event the Grant Recipient sells the Property within five (5) years from the date of final disbursement of grant funds under this Agreement, the Grant Recipient shall be required to

repay the full amount of the grant funds received, or the applicable portion thereof, to the CRA within thirty (30) days of closing, unless otherwise waived by the CRA in writing. The repayment amount shall be reduced by twenty percent (20%) for each full year the Grant Recipient maintains ownership of the Property following the date of final disbursement of grant funds, such that no repayment shall be required after five (5) full years.

- b. The CRA shall secure this payment obligation by recording a notice of lien in the public records against the Property, which shall automatically terminate after five (5) years or upon the earlier satisfaction of the repayment obligation in accordance with this Section. Upon the expiration or satisfaction of the lien as set forth herein, the CRA will cause a release of the lien to be recorded in the public records of Orange County, Florida.
- c. In the event of sale of the Property during the five-year period, the Grant Recipient shall notify the CRA in writing at least thirty (30) days prior to closing and shall remit any required repayment within thirty (30) days following the date of sale. Failure to comply with this Section may result in legal action by the CRA to recover the repayment amount and all associated fees, including attorneys' fees.

## **8. COMPLIANCE WITH APPLICABLE LAWS**

- a. The Grant Recipient, its contractors, subcontractors, agents, representatives, and the like 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 CRA, the City, or any other applicable agency.

## **9. INSPECTIONS**

- a. The Grant Recipient shall allow authorized representatives of the CRA and/or City to access the Property at reasonable times for the purpose of inspecting the work funded under this Agreement. Inspections may be conducted before, during, and after the construction of the Improvements. Refusal to allow access for inspection may result in suspension of grant funding or termination of this Agreement for default.

## **10. PUBLIC RECORDS**

- a. Pursuant to Fla. Stat. § 119.0701, 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 Improvements.
  - ii. Upon request from the CRA's custodian of public records, provide the CRA 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, 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, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA. 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 FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: (407) 703-1794; SBONE@APOPKA.NET; 120 E. MAIN STREET, APOPKA, FLORIDA 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 by the CRA and other penalties as provided by law.

## 11. AUDIT

- a. The CRA and the City 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 Improvements. 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 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, 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, or their authorized agents. The Grant Recipient expressly acknowledges that by virtue of this Agreement, all books, records, and accounts related to this Agreement shall be subject to the applicable provisions of Florida's Public Records Law (Fla. Stat. Chapter 119).

## 12. ASSIGNMENT AND AMENDMENT

- 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. Any assignment without such consent shall be null and void. This Agreement may be amended or modified only by a written instrument executed by the duly authorized representatives of the Parties.

## 13. INDEMNIFICATION



Apopka are closed, that deadline, time for performance, or cure period will be automatically extended to the next business day.

- b. *Relationship of the Parties.* The Grant Recipient shall perform this Agreement as an independent entity. Nothing in this Agreement and no course of dealing between the Parties shall be construed to create or imply an employment or agency relationship, partnership, or joint venture relationship between the Parties or between one Party and the other Party's employees or agents.
- c. *Nondiscrimination.* The Grant Recipient shall not discriminate against any person or group on the basis of race, color, religion, sex, national origin, age, disability, marital status, sexual orientation, or any other protected classification under federal, state, or local law in connection with any aspect of the grant-funded Improvements. The Grant Recipient shall ensure that all contractors, subcontractors, tradesperson, and the like engaged in the work also comply with this nondiscrimination requirement.
- d. *Survival.* Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- e. *Severability.* If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then: (i) such illegality, invalidity, or unenforceability shall not affect any other provision of this Agreement; (ii) this Agreement shall be construed as if said illegal, invalid, or unenforceable provision had not been contained herein; and (iii) the Parties agree to negotiate in good faith to replace the illegal, invalid, or unenforceable provision by such as has the effect nearest to that of the provision being replaced.
- f. *Third-Party Beneficiaries.* This Agreement is intended to be for the sole and exclusive benefit of the Parties hereto. Nothing herein shall be construed to give any person or entity other than the Parties any legal or equitable claim, right, or remedy.
- g. *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.
- h. *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.
- i. *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, without regard to its conflict of laws principles. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Orange County, Florida. Both Parties

hereby submit to the exclusive jurisdiction and venue of any such court. **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.**

- j. *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.
- k. *Headings; Construction.* All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
- l. *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.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*

*[SIGNATURES ON FOLLOWING PAGES]*

**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, Clerk

**GRANT RECIPIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged and sworn before me by means of [ ] physical presence or [ ] online notarization of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind themselves, and who is [ ] personally known to me or [ ] who produced \_\_\_\_\_ as identification on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

**EXHIBIT A**  
**Description of the Improvements**  
**(Including Application and Estimated Cost of Proposed Improvements)**

**EXHIBIT C**  
**Legal Description of Property**

**EXHIBIT D**  
**Progress Schedule and Payment Application Procedures**



City of Apopka CRA  
**RESIDENTIAL FAÇADE REPAIR  
GRANT PROGRAM  
GUIDELINES**

**REQUIREMENTS, PROCEDURES, AND APPLICATION FORMS**

The Residential Façade Repair Grant Program is a financial assistance initiative administered by the City of Apopka Community Redevelopment Agency (“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 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. This section provides detailed information on the grant program, including: Applicant Eligibility, Eligible Improvements, Grant Conditions, Frequently Asked Questions, and Application Form.

**I. APPLICANT ELIGIBILITY**

To be eligible for funding under the CRA Residential Façade Repair Grant Program, the following criteria must be met:

- The property for which improvements are proposed must be located within the boundaries of the Apopka Community Redevelopment Area, as designated by the CRA’s adopted redevelopment plan.
- The property must be classified as a single-family detached dwelling, two-family (duplex) dwelling, or townhome dwelling.
- The applicant must either be the legal owner of the property, as evidenced by a recorded deed, OR if the applicant is not the property owner, then the applicant must include an executed Property Owner Authorization Form with their grant application submission.
- The property must be currently occupied by the property owner. If the property is a duplex, then the owner must currently reside in one of the units.
- The property must not be subject to any outstanding code enforcement liens, delinquent property taxes, or foreclosure proceedings at the time of application.
- The property must carry active homeowner’s insurance covering the value of the proposed improvements.
- A property is only eligible to receive up to \$30,000.00 in grant funding under this program. Only one grant may be awarded per property within any ten-year period, regardless of whether the amount is awarded in a single grant or through multiple grants.

## II. ELIGIBILITY IMPROVEMENTS

### ➤ Eligible improvements include the following:

- 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. 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. Improvements must be exterior, permanent improvements that are visible from the right-of-way (e.g., 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.
- 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.
- Exterior repairs required to meet current building code or remedy existing code enforcement violations.

### ➤ Ineligible improvements include the following:

- 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.

**Commented [AF1]:** Does this include installation?

**Commented [O2R1]:** That is a policy decision to be determined by the Board.

- ~~Soft costs (e.g., 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.~~
- ~~Labor-Work performed by the property owner or relatives of the property owner, excluding material costs.~~

### III. GRANT PROGRAM CONDITIONS

- **Funding:** the maximum award under the Residential Façade Grant Program is \$30,000 per residential property.
- **Limit on Allocation of Funds:** grant recipients are ineligible to receive funding under this grant program for the same property for a period of ten years from the date of the award.
- **Deadline for Completion of Improvements:** the grant recipient (or the grant recipient's contractor) must complete the improvements subject to the grant award within the time period set forth in the grant funding agreement.
- **Grant Fund Disbursement:** funds will be disbursed as a reimbursement to the grant recipients upon completion of each phase of the proposed work as set forth in the Progress Schedule and Payment Application Procedures and compliance with the grant program requirements.
- **Repayment of Funds:** if the property is sold within five (5) years of the grant fund disbursement, the grant recipient will be required to repay all or a portion of the grant amount to the CRA.
  - The total repayment amount will decrease by 20% for each full year the grant recipient retains ownership of the property after the grant funds are disbursed. After five years, no repayment will be required.
  - To secure this obligation, the CRA may record a lien or other instrument in the public records, which will remain in effect for the duration of the five-year period. Failure to repay grant funds as required will result in legal action against the grant recipient/property owner. If the grant recipient retains ownership of the property for the full five (5) years after completion of the grant improvements, the CRA will record a release of the lien.

### IV. FAQ

- **What types of properties are eligible for the grant?**

Only single-family homes, two-family duplexes, and townhomes located within the CRA boundaries are eligible. Properties classified as any other residential use, including other multifamily dwellings such as apartments and condominiums are ineligible.
- **Can rental properties qualify for the grant?**

No, only owner-occupied properties are eligible. As stated in the Applicant Eligibility

Requirements, if the property is a two-family duplex, then the property owner must currently reside in one of the units.

➤ **Can I apply for the grant if my property has a pending code enforcement action?**

Properties with outstanding code enforcement liens or fines are not eligible for this grant program. However, properties that are the subject of an open code enforcement case but have not yet been adjudicated or resulted in fines or liens may be eligible, provided the proposed improvements directly address the cited violations and the grant recipient agrees to bring the property into compliance as part of the proposed improvements.

➤ **How does the 10-year funding limit work?**

Only a total of \$30,000 in grant funding under this program may be awarded for any single property within a 10-year period. This limit applies regardless of whether the application is submitted by the property owner or another party with the property owner's written permission. If the initial award is less than \$30,000, application(s) for additional funding may be made for other eligible improvements, but the total combined funding for the property cannot exceed \$30,000 during the 10-year period.

➤ **I am pretty handy; can I do the work myself instead of hiring a contractor?**

No. Grant recipients are prohibited from performing grant-funded work on their own property.

➤ **Can I hire a relative or housemate to provide any materials or services relating to the improvements?**

No. Grant funds may not be used to pay any person or business that the grant recipient has a financial interest in or a "family connection" to. This restriction applies to all transactions under the grant, including performing work, supplying materials or equipment, or providing any other goods or services, whether directly or indirectly. A "family connection" includes any spouse, domestic partner, child, parent, sibling, grandchild, grandparent, aunt, uncle, niece, nephew, cousin (whether by blood, marriage, or adoption), and any individual living in the same household as the grant recipient.



City of Apopka CRA  
**RESIDENTIAL FAÇADE REPAIR  
GRANT PROGRAM**

**APPLICATION FORM**

This Grant Program is for residential structures only. Submit completed applications to the Economic Development Department, located on the 1<sup>st</sup> floor of City Hall (120 E. Main Street, Apopka, Florida 32703). Applications will be reviewed by CRA staff for completeness and eligibility. Incomplete applications or applications submitted without the required attachments may be delayed or denied.

Eligible applications will be considered for funding on a first-come, first-served basis as long as funds remain available. All grant awards are subject to final approval by the CRA. **Do not begin any work until you have received a written notice of grant approval, a fully executed grant agreement, and the CRA's issuance of a Notice to Proceed, as work commenced prior to such notices is not eligible for reimbursement.** For more information, please call the Economic Development Department at (407) 703-1654.

**I. APPLICANT**

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

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

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

Check one:

- I am the property owner.
- I am not the property owner. My relationship to the property is: \_\_\_\_\_  
Name of legal property owner: \_\_\_\_\_  
Property owner contact info: \_\_\_\_\_

**II. PROPERTY INFORMATION**

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

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

Ownership Status ( Owner-Occupied  Rental  Other: \_\_\_\_\_)

Is the property within the CRA boundaries?  Yes  No

Is the property subject to any code enforcement action?  Yes  No

If yes, explain the cited violations and the status of the case: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Residential Façade Repair Grant Program provides funding up to \$30,000 to used towards any exterior architectural improvements to the street-side façade of a residential dwelling.

**III. PROPOSED PROJECT**

Requested grant amount: \$ \_\_\_\_\_

Describe generally the proposed improvements:

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

Will the improvements address safety or accessibility concerns?  Yes  No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

Estimated project timeline:

Start date: \_\_\_\_\_

Completion date: \_\_\_\_\_

**IV. CONTRACTOR INFORMATION**

Contractor name (if known): \_\_\_\_\_

Business name: \_\_\_\_\_

License No: \_\_\_\_\_

Contact info:

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

**V. REQUIRED ATTACHMENTS**

(Attach the following documents to your application)

- A. Proof of property ownership. Examples may include a recent utility bill, warranty deed, cable/internet bill, SNAP benefit statement, or other official documentation showing the applicant's name and property address.
- B. Color photographs of the existing property conditions and proposed project area.
- C. Written specifications outlining the scope of work.
- D. Detailed drawings/renders to approximate scale of the proposed improvements. (Including samples of building materials where applicable, such as paint color samples, awning/canopy fabric swatches, window or door style references, etc.)
- E. Bids or estimates from three (3) separate licensed contractors for all proposed work included in the scope of the grant project
- F. Property owner authorization form.
- G. Historic/design approval (if required).

**VI. DISCLAIMERS AND NOTICES**

Please read and initial each statement below to acknowledge understanding:

\_\_\_\_\_ Submission of this application does not guarantee grant approval or funding. All grant awards are subject to CRA budget availability, eligibility review, and final approval by the CRA.

\_\_\_\_\_ Work that is started or completed prior to written approval of the grant application, full execution of a grant agreement, and the CRA's issuance of a Notice to Proceed **IS NOT ELIGIBLE FOR REIMBURSEMENT UNDER ANY CIRCUMSTANCE.**

\_\_\_\_\_ This application, including any attachments, may be subject to Florida's Public Records Law (Fla. Stat. Chapter 119). Do not include personal information you do not wish to be publicly accessible.

\_\_\_\_\_ **The CRA is not a party to any contract between any grant recipient and contractor and assumes no liability for work performed, workmanship, or disputes relating to or arising from the project.**

\_\_\_\_\_ Grant recipients are responsible for obtaining all necessary permits and ensuring the project complies with local codes, ordinances, and applicable laws. Failure to do so may result in ineligibility or required repayment of grant funds.

\_\_\_\_\_ The CRA/City is authorized to ~~file-record~~ a lien in the public records against the subject property in the amount awarded in the grant for the duration of the Agreement to secure the CRA's interest in the potential repayment of grant funds as set forth in the grant funding agreement, which will be released upon the satisfaction of the applicable terms.

**VII. CERTIFICATION**

**By signing below, I certify under penalty of perjury that:**

- All information provided is true and complete to the best of my knowledge.
- I understand this application does not guarantee grant approval or funding.
- I authorize CRA staff to enter the above-referenced property to inspect the exterior before, during, and after completion of the improvements.
- I agree to comply with all grant requirements, funding procedures, and applicable laws.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

## EXHIBIT D

### **Progress Schedule and Payment Application Procedures**

This document outlines the process for the disbursement of grant funds by the Apopka Community Redevelopment Agency (“CRA”) under the Residential Façade Repair Grant Program (the “Program”). These procedures and requirements supplement and are subject to the terms of the Grant Agreement executed between the CRA and grant recipient identified below (the “Grant Recipient”). **The Grant Recipient and the Grant Recipient’s selected contractor (the “Contractor”) expressly acknowledge and agree to abide by the procedures and requirements herein as a condition of receiving any grant disbursements under the Program.**

#### 1. General Conditions

- The Grant Recipient and the Contractor each acknowledge and agree that all payments under this Program are made from public grant funds administered by the CRA.
- Payments are contingent upon both the Grant Recipient and Contractor’s compliance with the terms of the Grant Agreement, applicable laws and codes, and satisfactory performance of the approved scope of work.
- All payments are subject to the review and approval of the City of Apopka’s Economic Development Director (the “Director”), or the Director’s designee, and are not guaranteed until such approval is granted in writing.
- The CRA reserves the right to conduct on-site inspections prior to issuing any payment.

#### 2. Payment Schedule

Payments will be made in installments based on the percentage of work completed:

- The first progress payment may be requested when at least 30% of the work is complete.
- The second progress payment may be requested when at least 60% of the work is complete.
- The third progress payment may be requested when at least 90% of the work is complete.

The CRA may withhold as retainage 10% of the amount due for each progress payment.

#### 3. Application for Payment

To request payment, the Contractor or the Contractor’s designee must submit a payment request (hereinafter an “Application for Payment”) to the CRA, which must include, at a minimum, the following:

- A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and/or subcontractors dealing with the Contractor were paid in full as it relates to all work performed up to the time of the request for payment;
- The Grant Recipient’s signature;
- Partial conditional releases or waivers of lien by the Contractor, material suppliers, and/or subcontractors, and evidence of proof of payment of any indebtedness incurred with respect to the work of the Contractor as may be required by the CRA;

- Evidence that all work has been fully performed as required by the Grant Agreement up to the time of the request for payment and, as may be applicable, that the work was inspected and accepted by the CRA and any other governmental authorities required to inspect the work; and
- Any other information required by the CRA, in the CRA's sole discretion.

#### 4. Disbursement of Funds

Payment to the Contractor shall be made in accordance with the procedures set forth herein:

- Applications for Payment must be submitted to the following address:  
\_\_\_\_\_.
- The CRA will process progress payments within 20 business days after receipt of a properly completed Application for Payment. All amounts not paid when due will bear interest at a rate of 2% per month until paid.
- Rejection of an Application for Payment by the CRA will be within 20 business days after receipt and will specify the deficiency and necessary corrective action. The CRA's objection to any submitted payment amount will be accompanied by the CRA's remittance of any undisputed portion of the payment.
- Upon submission of a corrected Application for Payment, the CRA will process disbursement of the grant funds due or reject the corrected Application for Payment on the later of: 10 business days after the corrected Application for Payment's receipt date; or, if the CRA Board is required by ordinance, charter, or other law to approve/reject the corrected Application for Payment, the first business day following the next regularly scheduled CRA Board meeting which occurs after the corrected Application for Payment's receipt date.
- If after resubmission of an Application for Payment a dispute relating to said Application remains, the CRA will commence dispute resolution procedures within 45 days of receipt of the disputed Application. The CRA will reach a final decision within 45 calendar days of such receipt date and notify the Grant Recipient and the Contractor of the outcome, including disbursement of funds, if applicable. If the dispute is resolved in favor of the CRA, interest will begin to accrue 15 days after the CRA's final decision. If resolved in favor of the Contractor, interest will accrue as of the original date the payment became due (i.e., 20 business days after the Application for Payment was initially received by the CRA).

**Commented [O1]:** CRA needs to determine what these procedures will be.

#### 5. Final Payment

The CRA will process payment of the balance of the grant funds, including any amounts withheld as retainage, within 14 days of the date the improvements are 100% complete and the CRA has accepted the work as compliant with the approved scope of work and the executed Grant Agreement. In addition to the final Application for Payment, final payment is contingent upon receipt by the CRA of:

- A final Contractor's affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to the work performed;
- Documentation of any special warranties, including, but not limited to, any manufacturers' warranties or specific subcontractor warranties;
- Evidence that all punch list items have been fully completed to the satisfaction of the CRA;

- Receipts, cancelled checks, and/or electronic fund transfer confirmations evidencing payment to any applicable subcontractors, suppliers, or the like;
- Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the CRA to assure a lien-free and claim-free completion of the work;
- At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's work; and
- Such other documents the CRA deems necessary to demonstrate the Grant Recipient and the Contractor have complied with all other grant requirements.

6. Withholding

The CRA may withhold any payment, including a final payment, to such extent as may be necessary as determined by the Director or the Director's designee to protect the CRA from loss for which the Grant Recipient and/or the Contractor is responsible. Such events may include, without limitation, the following:

- The work is not completed in accordance with the approved scope.
- The required documentation is incomplete or inaccurate.
- The property where the work was completed is not compliant with the grant terms and/or applicable laws or codes.
- Work identified by the CRA as defective has not been corrected; provided, however, that the amount withheld will be limited to the amount sufficient to cover all such defective work.
- A third party files a claim or lien in connection with the work performed.
- The Contractor fails to properly make payments to subcontractors or suppliers for labor, materials, or equipment that has been paid by the CRA; provided, however, that the amount withheld will be limited to the amount sufficient to cover all such payments to subcontractors or suppliers for labor, materials, or equipment.
- Any other failure to fulfill an obligation contained in this document or the Grant Agreement.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*

*[SIGNATURES ON FOLLOWING PAGES]*

**ACKNOWLEDGMENT AND AGREEMENT**

**BY SIGNING BELOW**, the undersigned acknowledge that they each have read, understand, and agree to be bound by the progress schedule and payment application procedures set forth in this document, which is incorporated into and made a part of the Grant Funding Agreement by reference.

**APOPKA CRA**

\_\_\_\_\_  
Bryan Nelson, Chair

\_\_\_\_\_  
Date

**GRANT RECIPIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date