



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### AGENDA **(AMENDED)**

Thursday, September 19, 2024, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

---

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. CONSENT AGENDA - **\*\*No Meeting Minutes To Approve\*\***
  - 1. Approval of Resolution # CRA-R-2024-37 Repealing Resolution CRA-R-2024-3 (Administration).
  - 2. Approval of the TOECRA FY 2023 Annual Comprehensive Financial Audit By Carr, Riggs, And Ingram CPA (Administration).
- VI. BOARD DISCUSSION
  - 3. **PRESENTATION** - Grant funds will be used to facilitate the repair and restoration of the historic Chitlin Circuit building Club Eaton, also known as Club KOHA, in Eatonville, Florida. (Administration)
  - 4. **PRESENTATION - Providing A Debrief On The Executive Director Hiring Process** (Administration)
- VII. BOARD DECISIONS
  - 5. Approval of Resolution CRA-R-2024-9 Approving the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.). (Administration)
  - 6. Approval of Resolution CRA-R-2024- 33 Approving Funding for a Cultural Arts Event on September 21, 2024, in the Amount of Two Thousand Dollars (\$2,000.00). (Washington)
  - 7. Approval of Resolution CRA-R-2024-34 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) at 429 E. Kennedy Blvd in the amount of Thirty Thousand (\$30,000). (Administration)
  - 8. Approval of Resolution CRA-R-2024-35 Approving a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand and Six Hundred Dollars (\$2,600). (Administration)
  - 9. Approval of Resolution CRA-R-2024-36 Approving The Eatonville Police Departments request for the usage of Two CRA vacant lots to host a free National Night Out Community Event. (Administration)

## **VIII. STAFF REPORTS**

## **IX. BOARD REPORTS**

## **X. ADJOURNMENT**

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

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

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



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

SEPTEMBER 19, 2024, AT 6:30 PM

Cover Sheet

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

**ITEM TITLE:** Approval of Resolution # CRA-R-2024-37 Repealing Resolution CRA-R-2024-3 (**Administration**).

**COMMUNITY REDEVELOPMENT ACTION:**

|                |     |   |
|----------------|-----|---|
| CRA DECISION   |     | Department: ADMINISTRATION  |
| CONSENT AGENDA | YES | Exhibits: (CRA Board Meeting Minutes): <ul style="list-style-type: none"><li>- Resolution # CRA-R-2024-37</li><li>- Resolution # CRA-R-2024-3</li></ul> |
| NEW BUSINESS   |     |   |
| ADMINISTRATIVE |     |   |
| CRA DISCUSSION |     |   |

**REQUEST:** Request is for the TOECRA Board to approve Resolution # CRA-R-2024-37 Repealing Resolution CRA-R-2024-3.

**SUMMARY:** The Board of Directors of The Town of Eatonville Community Redevelopment Agency (TOECRA) desires to repeal Resolution CRA-R-2024-3. The TOECRA in its findings has determined that Resolution CRA-R-2024-3 that was approved on February 15, 2024, has no merit. The agreement that was made with the Orange County Corrections Department, Community Corrections Division & Inmate Programs Alternative Community Service (ACS) Program no longer exists due to the program no longer existing.

**RECOMMENDATION:** Recommendation is for the TOECRA Board to approve Resolution # CRA-R-2024-37 Repealing Resolution CRA-R-2024-3

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

**RESOLUTION # CRA-R-2024-37**

**AN RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, REPEALING RESOLUTION CRA-R-2024-3; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Directors of The Town of Eatonville Community Redevelopment Agency (TOECRA) desires to repeal Resolution CRA-R-2024-3; and

**WHEREAS**, the Board of Directors of The Town of Eatonville Community Redevelopment Agency (TOECRA) in its findings has determined that Resolution CRA-R-2024-3 that was approved on February 15, 2024, has no merit. The agreement that was made with the Orange County Corrections Department, Community Corrections Division & Inmate Programs Alternative Community Service (ACS) Program no longer exists due to the program no longer existing; and

**WHEREAS**, the Board of Directors of The Town of Eatonville Community Redevelopment Agency (TOECRA) hereby finds that this Resolution serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Eatonville, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, FLORIDA, AS FOLLOWS:**

**Section 1. LEGISLATIVE FINDINGS.** The recitals set forth above are hereby adopted as the legislative findings of the Board of Directors of The Town of Eatonville Community Redevelopment Agency (TOECRA).

**Section 2. REPEAL OF CERTAIN SECTIONS.** Resolution CRA-R-2024-3 is hereby repealed in its entirety.

**Section 3. CONFLICTS.** After the effective date of this Resolution, in any case where all or any part of this Resolution is found to conflict with any provision of any other resolution of the Town of Eatonville, to the extent of such conflict, all such resolutions are hereby repealed.

**Section 4. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unenforceable, unlawful, or unconstitutional by a court of competent jurisdiction, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution.

**Section 5. EFFECTIVE DATE.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED this 19 day of September 2024.**



Attest:

**TOWN OF EATONVILLE**

\_\_\_\_\_  
Veronica King,  
Town Clerk

\_\_\_\_\_  
Wanda Randolph, CRA Chair

Approved as to Form:

\_\_\_\_\_  
Gregory Jackson, CRA Attorney

RESOLUTION #CRA-R-2024-3

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH ORANGE COUNTY CORRECTIONS DEPARTMENT ALTERNATIVE COMMUNITY SERVICE (ACS) PROGRAM PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the TOECRA Board of Directors do hereby Approve an agreement with the Orange County Corrections Department, Community Corrections Division & Inmate Programs Alternative Community Service (ACS) Program.

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

**SECTION ONE: PROGRAM OVERVIEW:** TOECRA seeks to Keep Eatonville Beautiful and that includes cleaning up main thoroughfares, parks, and more. ACS provides a means for offenders to repay the community for crimes they have committed. The offenders come from various court programs, such as Drug Court, Collections Court, Misdemeanor Probation, and Pre-trial Diversion.


**SECTION TWO: PROGRAM CONDITIONS:** The ACS Agreement allows for special conditions that the agency must take into account as TOECRA being a worksite. TOECRA will not be able to accept violent offenders as defines in F.S. 775.084, including but not limited to arson, sexual battery, robbery, kidnapping, aggravated child abuse, aggravated abuse of an elderly person or disabled adult, aggravated assault with a deadly weapon, murder, manslaughter, aggravated manslaughter of an elderly person or disabled adult, aggravated manslaughter of a child, unlawful throwing, placing or discharging of a destructive device or bomb, armed burglary, aggravated battery, or aggravated stalking.

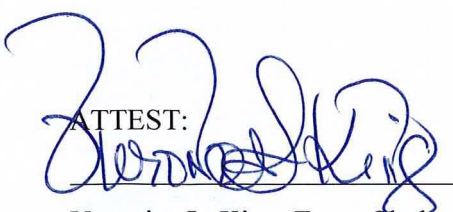
**SECTION THREE: CONFLICTS:** All Resolution or parts of Resolutions in conflict with any other Resolution or any of the provisions of this Resolution are hereby repealed.

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

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

**PASSED AND ADOPTED this 15<sup>th</sup> day of February 2024.**

  
Marlin Daniels, Chair

  
ATTEST:  
Veronica L. King, Town Clerk



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**REGULAR CRA MEETING**  
**SEPTEMBER 19, 2024, AT 6:30 PM**  
**Cover Sheet**

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

**ITEM TITLE:** Approval of the TOECRA FY 2023 Annual Comprehensive Financial Audit By Carr, Riggs, And Ingram CPA (**Administration**).

**COMMUNITY REDEVELOPMENT ACTION:**

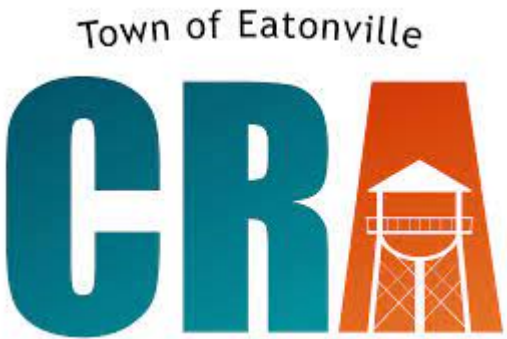
|                       |     |  |
|-----------------------|-----|--|
| <b>CRA DECISION</b>   |     | <b>Department:</b> ADMINISTRATION                            |
| <b>CONSENT AGENDA</b> | YES | <b>Exhibits:</b><br><br>- TOECRA Proposed Annual CFRA Report |
| <b>NEW BUSINESS</b>   |     |  |
| <b>ADMINISTRATIVE</b> |     |  |
| <b>CRA DISCUSSION</b> |     |  |

**REQUEST:** Staff requests review and approval of Annual Comprehensive Financial Report completed by Carr, Riggs & Ingram CPA FY 2023 Financial Audit for the TOECRA.

**SUMMARY:** Attached is the completed independent auditor’s report from Carr, Riggs & Ingram for the year ending September 30, 2023. This audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the TOECRA’s basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally under state statutes.

**RECOMMENDATION:** Staff requests review and approval of the TOECRA’s Annual Comprehensive Financial Report completed by Carr, Riggs & Ingram CPA FY 2023 Financial Audit.

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



**Town of Eatonville**  
**Community Redevelopment Agency**  
**FINANCIAL STATEMENTS**  
For the Fiscal Year  
Ended September 30, 2023

DRAFT

Table of Contents

|   | Page |
|---|------|
| <b>INTRODUCTORY SECTION</b>   |      |
| Agency Officials .....  | 1    |
| <b>FINANCIAL SECTION</b>  |      |
| Independent Auditor’s Report .....  | 2    |
| Management’s Discussion and Analysis .....  | 5    |
| <b>Basic Financial Statements:</b>  |      |
| Government-wide Financial Statements:   |      |
| Statement of Net Position .....   | 10   |
| Statement of Activities .....   | 11   |
| Fund Financial Statements:  |      |
| Balance Sheet – Governmental Fund.....  | 12   |
| Reconciliation of the Balance Sheet of the Governmental Fund to the<br>Statement of Net Position .....  | 13   |
| Statement of Revenues, Expenditures and Changes in<br>Fund Balance – Governmental Fund .....  | 14   |
| Reconciliation of the Statement of Revenues, Expenditures and Changes in<br>Fund Balance of the Governmental Fund to the Statement of Activities .....  | 15   |
| Notes to Financial Statements .....   | 16   |
| <b>Required Supplementary Information:</b>  |      |
| Schedule of Revenues, Expenditures and Changes in Fund Balances –<br>Budget and Actual – General Fund.....  | 27   |
| <b>COMPLIANCE SECTION</b>   |      |
| Independent Auditor’s Report on Internal Control Over Financial Reporting and<br>on Compliance and Other Matters Based on an Audit of Financial Statements<br>Performed in Accordance with <i>Government Auditing Standards</i> ..... | 28   |
| Independent Auditor’s Management Letter.....  | 30   |
| Independent Accountant’s Report on Compliance with Local Government Investment Policies.....  | 33   |
| Independent Accountant’s Report on Compliance with Redevelopment Trust Fund .....   | 34   |
| Schedule of Findings .....  | 36   |
| Management’s Corrective Action Plan .....   | 37   |

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

**Town of Eatonville Community Redevelopment Agency**  
**Agency Officials**  
**Year Ended September 30, 2023**

Agency Officials

Wanda D. Randolph – Chairman  
Vice Chair – Donovan Williams  
Director – Tarus Mack  
Director – Rodney Daniels  
Director – Theo Washington  
Director – Dr. Angie Gardner  
Director – Ruthi Critton

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT





Carr, Riggs & Ingram, LLC  
1031 West Morse Boulevard  
Suite 200  
Winter Park, FL 32789

407.644.7455  
407.628.5277 (fax)  
CRIncpa.com

## INDEPENDENT AUDITOR’S REPORT

To the Honorable Chairman and Board of Directors  
Town of Eatonville Community Redevelopment Agency  
Town of Eatonville, Florida

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities and the major fund of the Town of Eatonville Community Redevelopment Agency (the Agency), a component unit of the Town of Eatonville, Florida, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Agency’s basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Town of Eatonville Community Redevelopment Agency as of September 30, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor’s Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

DRAFT

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis and the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of the Agency’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency’s internal control over financial reporting and compliance.

Orlando, Florida  
DATE

DRAFT

Management’s Discussion and Analysis

Acting in our capacity as management of the Town of Eatonville Community Redevelopment Agency (the Agency), we offer readers of the Agency's financial statements this narrative overview and analysis of the financial activities of the Agency for the fiscal year ended September 30, 2023. Please read our discussion and analysis of the Agency's financial activities for the year ended September 30, 2023 in conjunction with the Agency's basic financial statements which immediately follow the discussion.

Financial Highlights

- The assets of the agency exceeded its liabilities at the close of the most recent fiscal year resulting in a net position of \$1,303,334.
- The change in the Agency’s total net position in comparison with the prior fiscal year was an increase of \$194,958.
- As of the close of the current fiscal year, the Agency’s governmental funds reported an ending fund balance of \$836,640; which represents an increase of \$216,188 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Town of Eatonville Community Redevelopment Agency's basic financial statements. The Agency's basic financial statements are comprised of three components:

- 1) Government-wide financial statements;
- 2) Fund financial statements; and
- 3) Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and liabilities, with the difference between the two being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information that demonstrates how the Agency's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (for example amounts due from the Town but are uncollected, and earned but unused vacation leave).

All of the Agency's revenues and expenditures are considered to be governmental activities for the community redevelopment.

The government-wide financial statements can be found on pages 10-11 of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Agency is a Governmental fund.

*Governmental funds.* Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of resources, as well as on balances of nonspendable and spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town of Eatonville Community Redevelopment Agency has only one governmental fund. Information is presented in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the Town of Eatonville Community Redevelopment Agency.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted to cash. For example, amounts reported on the balance sheet include items such as cash and receivables but do not include capital assets such as land and buildings. The operating statement for governmental funds reports only those revenues that were collected during the current period or very shortly after the end of the year. Expenditures are generally recorded when incurred.

The basic governmental fund financial statements can be found on pages 12-15 of this report.

**Notes to the financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-26 of this report.

DRAFT

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information (RSI) which is a comparison between the Town of Eatonville Community Redevelopment Agency’s adopted and final budget and actual financial results for its general fund. The Town of Eatonville Community Redevelopment Agency adopts an annual budget for its general fund, and a budgetary comparison schedule has been provided to demonstrate compliance with this budget. Required supplementary information can be found on page 27 of this report.

**Government-wide Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the Agency, assets exceeded liabilities by \$1,303,334 at the close of the most recent fiscal year.

By far the largest portion of the Agency's net assets, seventy-eight percent (81%), are restricted for community development. The Agency uses these assets to provide value to citizens by implementing its' redevelopment plans.

The following table reflects the condensed statement of net position:

| Town of Eatonville Community Redevelopment Agency’s Net Position |      |           |              |
|--|------|-----------|--------------|
|  | 2023 |           | 2022         |
| Current and other assets   | \$   | 1,050,828 | \$ 834,640   |
| Capital assets   |      | 252,506   | 292,692      |
| Total assets   | \$   | 1,303,334 | \$ 1,127,332 |
| Current liabilities  | \$   | -         | 18,956       |
| Total liabilities  |      | -         | 18,956       |
| Net position:  |      |           |              |
| Net invesment in capital assets                                  |      | 252,506   | 273,736      |
| Restricted   |      | 1,050,828 | 834,640      |
| Total net position   | \$   | 1,303,334 | \$ 1,108,376 |

The amount of tax increment financing revenue received from the Town and Orange County, Florida, is determined by an interlocal agreement between the Town; Orange County, Florida; and the Agency. The funding will remain constant between fiscal years 2023 and 2024.

DRAFT

The following table shows condensed revenue and expense data:

**Town of Eatonville Community Redevelopment Agency’s Changes in Net Position**

|                                 | 2023         | 2022         |
|---------------------------------|--------------|--------------|
| Revenues:                       |              |              |
| General revenues:               |              |              |
| Tax increment revenues          | \$ 350,500   | \$ 350,500   |
| Transfers                       | -            | 14,937       |
| Other income                    | 18,175       | 8,219        |
| Total revenue                   | 368,675      | 373,656      |
| Expenses:                       |              |              |
| General government              | 164,010      | 320,897      |
| Culture and recreation          | 5,095        | 167,586      |
| Interest on long term debt      | 4,612        | 1,241        |
| Total expenses                  | 173,717      | 489,724      |
| Change in net position          | 194,958      | (116,068)    |
| Net position, beginning of year | 1,108,376    | 1,224,444    |
| Net position, end of year       | \$ 1,303,334 | \$ 1,108,376 |

**Financial Analysis of the Town of Eatonville Community Redevelopment Agency’s Fund**

As noted earlier, the Agency uses fund accounting to ensure and demonstrate compliance with the legal requirements for financially related matters.

The focus of the Agency's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Agency's financing requirements.

At the end of the current fiscal year, the Agency reported a fund balance of \$1,050,828 for the general fund. This represents an increase of \$216,188 in comparison to the prior year's fund balance of \$834,640. The Agency has ample funds available for future expenditures.

DRAFT

**Capital Assets and Debt Administration**

The Agency’s investment in capital assets as of September 30, 2023, amounts to \$252,506 (net of accumulated depreciation). This investment in capital assets includes land, building, vehicles, leasehold improvements and equipment. Additional information on the Agency’s capital assets can be found in Note 2 on page 24 of this report.

The Agency’s debt as of September 30, 2023 amounts to \$0. Additional information on the Agency’s debt can be found in Note 2 on page 25 of this report.

**Requests for Information**

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information, should be addressed to the Office of the Finance Director, Eatonville Community Redevelopment Agency, 307 Kennedy Blvd., Eatonville Florida, 32751.

DRAFT



**BASIC FINANCIAL STATEMENTS**

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

Town of Eatonville Community Redevelopment Agency

Statement of Net Position - Government-wide

| September 30, 2023               | Governmental<br>Activities |
|----------------------------------|----------------------------|
| <b>Assets</b>                    |                            |
| Cash and cash equivalents        | \$ 958,145                 |
| Due from primary government      | 92,683                     |
| Capital assets                   |                            |
| Nondepreciable                   | 246,135                    |
| Depreciable, net                 | 6,371                      |
| Total assets                     | 1,303,334                  |
| <b>Net Position</b>              |                            |
| Net investment in capital assets | 252,506                    |
| Restricted for:                  |                            |
| Community development            | 1,050,828                  |
| Total net position               | \$ 1,303,334               |

DRAFT

**Town of Eatonville Community Redevelopment Agency**  
**Statement of Activities - Government-wide**

*For the year ended September 30, 2023*

| Functions/Programs                   | Program Revenues  |                         |  |  |  | Net (Expense) Revenues and<br>Changes in Net Position |                     |
|--------------------------------------|-------------------|-------------------------|--|--|--|---|---------------------|
|                                      | Expenses          | Charges for<br>Services | Operating<br>Grants and<br>Contributions | Capital<br>Grants and<br>Contributions |  | Governmental<br>Activities                            | Total               |
| Governmental activities:             |                   |                         |  |  |  |   |                     |
| General government                   | \$ 164,010        | \$ -                    | \$ -                                     | \$ -                                   |  | \$ (164,010)  | \$ (164,010)        |
| Culture and recreation               | 5,095             | -                       | -  | -                                      |  | (5,095)   | (5,095)             |
| Interest on long-term debt           | 4,612             | -                       | -  | -                                      |  | (4,612)   | (4,612)             |
| <b>Total governmental activities</b> | <b>\$ 173,717</b> | <b>\$ -</b>             | <b>\$ -</b>                              | <b>\$ -</b>                            |  | <b>\$ (173,717)</b>                                   | <b>\$ (173,717)</b> |
| General revenues                     |                   |                         |  |  |  |   |                     |
| Tax increment revenues               |                   |                         |  |  |  | \$ 350,500  |                     |
| Interest income                      |                   |                         |  |  |  | 18,175  |                     |
| <b>Total general revenues</b>        |                   |                         |  |  |  | <b>368,675</b>  |                     |
| Change in net position               |                   |                         |  |  |  | 194,958   |                     |
| Net position, beginning of year      |                   |                         |  |  |  | 1,108,376   |                     |
| <b>Net position, end of year</b>     |                   |                         |  |  |  | <b>\$ 1,303,334</b>                                   |                     |

DRAFT

*The accompanying notes are an integral part of this financial statement.*

Town of Eatonville Community Redevelopment Agency

Balance Sheet – Governmental Fund

|                                    |              |
|------------------------------------|--------------|
| September 30, 2023                 | General Fund |
| <b>Assets</b>                      |              |
| Cash and cash equivalents          | \$ 958,145   |
| Due from primary government        | 92,683       |
| Total assets                       | \$ 1,050,828 |
| <b>Fund balance</b>                |              |
| Restricted                         | \$ 1,050,828 |
| Total fund balance                 | 1,050,828    |
| Total liabilities and fund balance | \$ 1,050,828 |

DRAFT

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency  
Reconciliation of the Balance Sheet of the Governmental Fund  
to the Statement of Net Position

September 30, 2023

|  |              |
|--|--------------|
| Total fund balance for the governmental fund | \$ 1,050,828 |
|--|--------------|

Amounts reported for governmental activities in the statement of  
net position are different because:

|  |         |
|--|---------|
| Capital assets used in governmental activities are not financial resources and<br>therefore, are not reported in the fund. | 252,506 |
|--|---------|

|   |              |
|---|--------------|
| Net position of governmental activities | \$ 1,303,334 |
|---|--------------|

DRAFT

The accompanying notes are an integral part of this financial statement.

Town of Eatonville Community Redevelopment Agency  
Statement of Revenues, Expenditures and Changes in Fund Balance –  
Governmental Fund

| For the year ended September 30, 2023  | General Fund |
|--|--------------|
| <b>Revenues</b>                        |              |
| Taxes increment financing              | \$ 350,500   |
| Interest Income                        | 18,175       |
| Total revenues                         | 368,675      |
| <b>Expenditures</b>                    |              |
| Current:                               |              |
| General government                     | 123,824      |
| Culture and recreation                 | 5,095        |
| Debt service:                          |              |
| Principal                              | 18,956       |
| Interest                               | 4,612        |
| Total expenditures                     | 152,487      |
| Increase of revenues over expenditures | 216,188      |
| Net change in fund balance             | 216,188      |
| Fund balance, beginning of year        | 834,640      |
| Fund balance, end of year              | \$ 1,050,828 |

DRAFT

Town of Eatonville Community Redevelopment Agency

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund

Balance of the Governmental Fund to the Statement of Activities

For the year ended September 30, 2023

|  |            |
|--|------------|
| Net change in fund balance - total governmental fund | \$ 216,188 |
|--|------------|

Amounts reported for governmental activities in the statement of net position are different because:

|   |          |
|---|----------|
| Governmental funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those costs over the life of the assets. This is the amount by which capital outlays exceeded depreciation in the current period. |          |
| Current year depreciation   | (40,186) |

|  |        |
|--|--------|
| Repayment of long term debt principal is an expenditure in the governmental fund; however, the repayment reduces long-term liabilities in the statement of net position. | 18,956 |
|--|--------|

|   |            |
|---|------------|
| Change in net position of governmental activities | \$ 194,958 |
|---|------------|

DRAFT

The accompanying notes are an integral part of this financial statement.



Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Reporting Entity***

The Town of Eatonville Community Redevelopment Agency (Agency), a public body was established on December 16, 1997. Pursuant to the requirements of Chapter 163, Part III of Florida Statutes, the Town of Eatonville Florida (the Town) with the consent of Orange County, created the Agency and designated the Redevelopment Area to foster improvement activities in Eatonville. The Agency uses future tax increment revenues to fund a variety of improvement projects.

The Redevelopment Plan for the Town is intended to formulate and implement a strategy for the Agency, for the comprehensive and coordinated revitalization of the Town's Redevelopment Area (CRA) which encompasses the entire extent of the Town limits.

The Community Redevelopment Act (Florida Statutes, Chapter 163, Part III), as adopted by the Florida Legislature, provides the legislative authority for local governments to use creative approaches to redevelopment of unused or underutilized property within their communities. The Act primarily focuses upon overcoming the burdens of deteriorated, older areas of a community by outlining a comprehensive program to provide the legal framework and financing mechanisms for local government's use to arrest the deterioration and encourage redevelopment of those 'blighted' areas.

Section three, Ordinance 97-08, established the Redevelopment Trust Fund. The Trust Fund is funded by municipal and county property tax revenues. These taxes are collected from properties within the boundaries of the CRA. The funding is comprised of the increases in property tax revenues above the base-tax revenues during 1997, the year the Agency was created. These tax increment revenues are the primary source of revenue for the Agency. Tax increment revenues are collected from two governmental entities that levy property taxes within the legally defined redevelopment area of the CRA, which is the Town of Eatonville, Florida and Orange County, Florida.

The funds shall be used by the Agency to finance or refinance any community redevelopment the Agency undertakes in the designated Area pursuant to the approved community redevelopment plan.

The Agency is a component unit of the Town of Eatonville, Florida (Town) for financial reporting purposes; the Agency has no component units that meet the criteria for inclusion in the Agency's basic financial statements. The governing board of the Agency consists of the Town's Mayor and members of the Town Council. It also includes an appointee of the Town Council and an appointee of the Orange County Commissioner for District 2.

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Government-Wide and Fund Financial Statements***

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the government. Governmental activities are those which normally are supported by taxes, intergovernmental revenues, and other non-exchange transactions. The Agency does not engage in any business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation***

The accounting and reporting policies of the Agency relating to the accompanying financial statements conform to accounting principles generally accepted in the United States of America applicable to state and local governments. Accounting principles generally accepted in the United States of America for local governments include those principles prescribed by the Governmental Accounting Standards Board (GASB).

Measurement focus refers to what is being measured. Basis of accounting refers to the process of revenues and expenditures being recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made regardless of the measurement focus applied.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay the liabilities of the current period. For this purpose, the Agency considers revenues to be available if they are collected within ninety days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)***

However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in the governmental fund. Issuance of long-term debt and acquisitions under finance leases are reported as other financing sources. Taxes associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

***Fund Financial Statements***

The Agency has only one major governmental fund reported in the basic financial statements, the general fund. The general fund is the general operating fund of the Agency. It is used to account for all financial resources. When both restricted and unrestricted resources are available for use, it is the government's policy to use unrestricted resources first for qualifying expenditures, then restricted resources as they are needed.

***Budgetary Information***

An annual operating budget is prepared by the Agency's Finance Department. The Agency's Executive Director submits this proposed operating budget for the ensuing fiscal year to the Agency's Board for approval.

This budget includes proposed expenditures and the means by which to finance them, including a proposed Tax Increment Financing. Expenditures may not exceed legal appropriations. All appropriations lapse at year end. Amendments or revisions to the original budget require a Board resolution.

The budget for the Agency is adopted on a basis consistent with accounting principles generally accepted in the United States of America. Budgeted amounts included in these financial statements are as formally amended by the Agency’s Board during the year.

***Cash and Cash Equivalents***

Cash and cash equivalents are defined as short-term highly liquid investments with maturity dates within three months from the date of purchase. Cash and cash equivalents consist of petty cash and deposits held by qualified public depositories under Florida Law. All deposits are insured by federal depository insurance and/or collateralized with securities held in Florida's multiple financial institution collateral pool as required by Chapter 280, Florida Statutes.

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments

The Agency's investment policy is designed to ensure the prudent management of funds, and the availability of operating and capital funds when required, while earning a competitive return within the policy framework. The primary objectives, in order of priority, of investment activity shall be safety, interest rate risk, liquidity and yield. As of September 30, 2023, the Agency did not have any investments.

Accounts Receivable

Accounts receivable consist of account balances less than forty-five days overdue. As of September 30,2023, the Agency did not have any accounts receivable.

Due from Primary Government

The Due from Primary Government of \$92,683 results from funds due from the Town of Eatonville.

Transfers

Transfers with primary government are for services provided and netted as part of the reconciliation to the government-wide presentation. As of September 30, 2023, the Agency did not have any transfers.

Capital Assets

Capital assets, which include land, improvements, equipment and right-to-use assets, are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the Agency as assets with an initial individual cost of more than \$1,000 and an estimated useful life in excess of two years.

Land is not depreciated. The other capital assets of the Agency are depreciated using the straight line method over the following estimated useful lives:

| Classification                     | Service Life |
|------------------------------------|--------------|
| Building and improvements          | 39           |
| Improvements other than buildings  | 10           |
| Furniture and equipment            | 3-15         |
| Right-to-use lease assets-vehicles | 3            |

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Compensated Absences***

It is the Agency's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the government does not have a policy to pay any amounts when employees separate from service with the government. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the fund financial statements of the governmental funds if the benefits are expected to be liquidated with expendable available financial resources. As of September 30, 2023, there was no unused accumulated vacation.

***Long-term Obligations***

In the government-wide financial statements, long-term debt is reported as liabilities in the applicable governmental activities statement of net position.

***Leases***

Lease contracts that provide the Agency with control of a non-financial asset, such as land, buildings or equipment, for a period of time in excess of twelve months are reported as a leased asset with a related lease liability. The lease liability is recorded at the present value of future lease payments, including fixed payments, variable payments based on an index or fixed rate and reasonably certain residual guarantees. The leased asset is recorded for the same amount as the related lease liability plus any prepayments and initial direct costs to place the asset in service. Leased assets are amortized over the shorter of the useful life of the asset or the lease term. The lease liability is reduced for lease payments made, less the interest portion of the lease payment.

***Categories and Classification of Net Position and Fund Balance***

*Net position flow assumptions* – Sometimes the Agency will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Agency’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

*Fund balance flow assumptions* – Sometimes the Agency will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Agency’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Categories and Classification of Net Position and Fund Balance (Continued)***

*Fund balance policies* – Fund balance of the governmental fund is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Agency itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, specifies the following classifications:

*Nonspendable fund balance* – Nonspendable fund balances are amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

*Restricted fund balance* – Restricted fund balances are restricted when constraints placed on the use of resources are either: (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

*Committed fund balance* – The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the Agency’s highest level of decision-making authority. The governing council is the highest level of decision-making authority for the Agency that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

*Assigned fund balance* – Amounts in the assigned fund balance classification are intended to be used by the Agency for specific purposes but do not meet the criteria to be classified as committed. The governing council (council) has by resolution authorized the Agency manager to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year’s appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

*Unassigned fund balance* – Unassigned fund balance is the residual classification for the General Fund.

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Revenues***

The Agency’s primary source of revenue is tax-increment funds. This revenue is computed by applying the respective operating tax rates for the Town and Orange County, Florida (the County) multiplied by the increased value of property located within the boundaries of the redevelopment areas of the Agency in excess of the base property value less 5%. The Town and County are required to fund the amount annually by January 1 of each year without regard to tax collections or other obligations.

***Use of Estimates***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make various estimates. Actual results could differ from those estimates.

***Subsequent Events***

Management has evaluated subsequent events through the date that the financial statements were available to be issued, DATE and determined there were no events that occurred that required disclosure. No subsequent events occurring after this date have been evaluated for inclusion in these financial statements.

***Recently Issued and Implemented Accounting Pronouncements***

The Governmental Accounting Standards Board has issued statements that will become effective in future years. These statements are as follows:

GASB Statement No. 100, *Accounting Changes and Error Corrections*, This Statement establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements for this Statement are effective for the fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

***Recently Issued and Implemented Accounting Pronouncements***

GASB Statement No. 101, *Compensated Absences*, The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter.

The Agency is evaluating the requirements of the above statements and the impact on reporting.

DRAFT



Town of Eatonville Community Redevelopment Agency  
 Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS

*Capital Assets*

The following is a summary of changes in capital assets during the year ended September 30, 2023:

|  | Balance at<br>September 30, 2022 | Increases/<br>Transfers | Decreases/<br>Transfers | Balance at<br>September 30, 2023 |
|--|----------------------------------|-------------------------|-------------------------|----------------------------------|
| <b>Governmental Activities</b>                 |                                  |                         |                         |                                  |
| Capital assets, not being depreciated:         |                                  |                         |                         |                                  |
| Land   | \$ 246,135                       | \$ -                    | \$ -                    | \$ 246,135                       |
| Capital assets, being depreciated:             |                                  |                         |                         |                                  |
| Improvements other than buildings              | 2,265                            | -                       | -                       | 2,265                            |
| Furniture and equipment                        | 14,588                           | -                       | -                       | 14,588                           |
| Total capital assets being depreciated         | 16,853                           | -                       | -                       | 16,853                           |
| Less accumulated depreciation for:             |                                  |                         |                         |                                  |
| Building and improvements                      | -                                |                         |                         | -                                |
| Improvements other than buildings              | (1,137)                          | (228)                   | -                       | (1,365)                          |
| Furniture and equipment                        | (8,509)                          | (608)                   | -                       | (9,117)                          |
| Total accumulated depreciation                 | (9,646)                          | (836)                   | -                       | (10,482)                         |
| Total capital assets being depreciated, net    | 7,207                            | (836)                   | -                       | 6,371                            |
| Right-to-use lease assets, being amortized:    |                                  |                         |                         |                                  |
| Vehicles                                       | 55,090                           | -                       | -                       | 55,090                           |
| Less accumulated amortization for:             |                                  |                         |                         |                                  |
| Vehicles                                       | (15,740)                         | (39,350)                | -                       | (55,090)                         |
| Right-to-use lease assets being amortized, net | 39,350                           | (39,350)                | -                       | -                                |
| Governmental activities capital assets, net    | \$ 292,692                       | \$ (40,186)             | \$ -                    | \$ 252,506                       |

Depreciation and amortization expense of \$40,186 was charged to general government for fiscal year 2023.

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

Note 2: DETAILED NOTES ON ALL FUNDS (Continued)

Long-Term Debt and Liabilities

Leases- Lessee

The Agency entered into a lease agreement to obtain the right-to-use vehicles. The total annual rental for the vehicles that the Agency paid for the fiscal year ended September 30, 2023 was \$18,956. The lease has a 3 year term, with monthly payment amounts of \$1,633.

Long-term liability activity for the year ended September 30, 2023, was as follows:

|                                | Beginning<br>Balance | Additions | Reductions | Ending<br>Balance | Due Within<br>One Year |
|--------------------------------|----------------------|-----------|------------|-------------------|------------------------|
| <b>Governmental activities</b> |                      |           |            |                   |                        |
| Other liabilities:             |                      |           |            |                   |                        |
| Lease liabilities              | \$ 18,956            | \$ -      | \$ 18,956  | \$ -              | -                      |
| <b>Governmental activities</b> |                      |           |            |                   |                        |
| long-term liabilities          | \$ 18,956            | \$ -      | \$ 18,956  | \$ -              | -                      |

Intergovernmental Receivables and Transfers

Intergovernmental receivable for the year ended September 30, 2023:

|                                | Due from:             |           |
|--------------------------------|-----------------------|-----------|
|                                | Primary<br>Government | Total     |
| Due to:                        |                       |           |
| Community Redevelopment Agency | \$ 92,683             | \$ 92,683 |
| Total                          | \$ 92,683             | \$ 92,683 |

Net Investment in Capital Assets

|                                  | Governmental<br>Activities |
|----------------------------------|----------------------------|
| September 30, 2023               |                            |
| Capital assets (net)             | \$ 252,506                 |
| Net investment in capital assets | \$ 252,506                 |

DRAFT

Town of Eatonville Community Redevelopment Agency

Notes to Financial Statements

**Note 3: COMMITMENTS AND CONTINGENCIES**

The Agency is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Agency purchases commercial insurance for the risks of loss to which it is exposed. Policy limits and deductibles are reviewed by management and established at amounts to provide reasonable protection from significant financial loss. The Agency is involved in legal actions and claims arising in the normal course of business. After taking into consideration legal counsel's evaluations of such actions, management is of the opinion that their outcome will not have a significant effect on the Agency's financial statements.

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

**REQUIRED SUPPLEMENTARY INFORMATION OTHER THAN  
MANAGEMENT'S DISCUSSION AND ANALYSIS**

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

Town of Eatonville Community Redevelopment Agency

Schedule of Revenues, Expenditures and Changes in Fund Balances-  
Budget and Actual – General Fund

|   | Original<br>Budget | Final<br>Budget | Actual       | Variance with<br>Final Budget<br>Positive<br>(Negative) |
|---|--------------------|-----------------|--------------|---|
| <i>For the year ended September 30, 2023</i>              |                    |                 |              |   |
| <b>Revenues</b>   |                    |                 |              |   |
| Taxes increment financing                                 | \$ 350,000         | \$ 350,000      | \$ 350,500   | \$ 500  |
| Interest Income   | -                  | -               | 18,175       | 18,175  |
| Total revenues  | 350,000            | 350,000         | 368,675      | 18,675  |
| <b>Expenditures</b>                                       |                    |                 |              |   |
| Current:  |                    |                 |              |   |
| General government  | 257,096            | 1,019,048       | 123,824      | 895,224   |
| Culture and recreation                                    | 7,000              | 7,000           | 5,095        | 1,905   |
| Capital outlay  | 10,000             | 2,900           | -            | 2,900   |
| Debt service:   |                    |                 |              |   |
| Principal   | -                  | -               | 18,956       | (18,956)  |
| Interest  | -                  | -               | 4,612        | (4,612)   |
| Total expenditures  | 274,096            | 1,028,948       | 152,487      | 876,461   |
| Excess (deficiency) of revenues over (under) expenditures | 75,904             | (678,948)       | 216,188      | 895,136   |
| Net change in fund balance                                | 75,904             | (678,948)       | 216,188      | 895,136   |
| Fund balance, beginning of year                           | 834,640            | 834,640         | 834,640      | -   |
| Fund balance, end of year                                 | \$ 910,544         | \$ 155,692      | \$ 1,050,828 | \$ 895,136  |

The Budget is prepared on a modified accrual basis consistent with accounting principles generally accepted in the United States of America (GAAP). The level of control at which expenditures may not exceed budget is in the aggregate. Budget amendments that increase the aggregate budgeted appropriations must be approved by the Board. Unexpended balances of appropriation lapse at year end.

DRAFT



Carr, Riggs & Ingram, LLC  
1031 West Morse Boulevard  
Suite 200  
Winter Park, FL 32789  
  
407.644.7455  
407.628.5277 (fax)  
CRlcpa.com

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Chairman and Board of Directors  
Town of Eatonville Community Redevelopment Agency  
Town of Eatonville, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Town of Eatonville Community Redevelopment Agency, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Town of Eatonville Redevelopment Agency’s basic financial statements, and have issued our report thereon dated **DATE**.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Town of Eatonville Community Redevelopment Agency’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Eatonville Community Redevelopment Agency’s internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Eatonville Community Redevelopment Agency’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings as item 2023-01 that we consider to be a material weakness.



**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Town of Eatonville Community Redevelopment Agency’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Town of Eatonville Community Redevelopment Agency’s Response to Findings**

*Government Auditing Standards* required the auditor to perform limited procedures on the Town of Eatonville Community Redevelopment Agency’s response to the finding identified in our audit is described in the accompanying schedule of findings. Town of Eatonville Community Redevelopment Agency’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Orlando, Florida  
**DATE**

DRAFT



Carr, Riggs & Ingram, LLC  
1031 West Morse Boulevard  
Suite 200  
Winter Park, FL 32789  
  
407.644.7455  
407.628.5277 (fax)  
CRlcpa.com

**INDEPENDENT AUDITOR’S MANAGEMENT LETTER**

The Honorable Chairman and Board of Directors  
Town of Eatonville Community Redevelopment Agency  
Town of Eatonville, Florida

**Report on the Financial Statements**

We have audited the financial statements of the Town of Eatonville Community Redevelopment Agency (the Agency) as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated DATE.

**Auditor’s Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant’s Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated DATE, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Audit finding 2022-001 was not corrected in the current year and is reported as a current year finding noted below.

DRAFT

| Tabulation of Uncorrected Audit Findings |            |            |
|--|------------|------------|
| Current Year                             | 2021-22 FY | 2020-21 FY |
| Finding #                                | Finding #  | Finding #  |
| 2023-001                                 | 2022-001   | 2021-001   |

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority of the Town of Eatonville Community Redevelopment Agency is disclosed in the footnotes. The Town of Eatonville Community Redevelopment Agency has no component units.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town of Eatonville Community Redevelopment Agency met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town of Eatonville Community Redevelopment Agency did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town of Eatonville Community Redevelopment Agency. It is management's responsibility to monitor the Town of Eatonville Community Redevelopment Agency's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information (unaudited)

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6-8, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported the information below. This information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported:

- a. The total number of Agency employees compensated in the last pay period of the Agency's fiscal year as:

None
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the Agency's fiscal year as:

One
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency:

None
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency:

\$49,868

- e. Each construction project with a total cost of at least \$65,000 approved by the Agency that is scheduled to begin on or after October 1 of the following fiscal year being reported, together with the total expenditures for such projects as:

None, \$0
- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the Agency amends a final adopted budget under Section 189.016(6), Florida Statutes:

See Page 27

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Town of Eatonville Community Redevelopment Agency reported:

- a. The millage rate or rates imposed by the Agency:

7.2938
- b. The total amount of ad valorem taxes collected by or on behalf of the Agency:

\$ 350,500
- c. The total amount of outstanding bonds issued by the Agency and the terms of such bonds:

None

Information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General: The Town of Eatonville Community Redevelopment Agency has not imposed any special assessments and therefore no reporting is required by Section 218.39(3), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance.

In connection with our audit, the Agency did not submit its annual budget for fiscal year 2023 to the Orange County Board of County Commissioners within 10 days after the adoption of such budget.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Agency’s Board Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida

DATE

DRAFT

THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT



Carr, Riggs & Ingram, LLC  
1031 West Morse Boulevard  
Suite 200  
Winter Park, FL 32789

407.644.7455  
407.628.5277 (fax)  
CRIncpa.com

**INDEPENDENT ACCOUNTANT’S REPORT ON COMPLIANCE WITH LOCAL  
GOVERNMENT INVESTMENT POLICIES**

The Honorable Chairman and Board Members  
Town of Eatonville Community Redevelopment Agency

We have examined the Town of Eatonville Community Redevelopment Agency’s (the Agency) compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2023. Management of the Agency is responsible for the Agency’s compliance with the specified requirements. Our responsibility is to express an opinion on the Agency’s compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Agency complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Agency complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Agency’s compliance with specified requirements.

In our opinion, the Agency complied, in all material respects, with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2023.

This report is intended solely for the information and use of the Agency’s Board, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida  
DATE **DRAFT**

## **INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH REDEVELOPMENT TRUST FUND**

The Honorable Chairman and Board of Directors  
Town of Eatonville Community Redevelopment Agency

We have examined the Town of Eatonville Community Redevelopment Agency's (the Agency) compliance with the requirements of Section 163.387(6) and (7), Florida Statutes, Redevelopment Trust Fund Policies, during the year ended September 30, 2023. Management of the Agency is responsible for the Agency's compliance with the specified requirements. Our responsibility is to express an opinion on the Agency's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Agency complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Agency complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Agency's compliance with specified requirements.

Our examination disclosed the following noncompliance with Section 163.387(6)(b), Florida Statutes, applicable to the Town of Eatonville Community Redevelopment Agency during the fiscal year ended September 30, 2023:

2023-02 The Agency did not submit its annual budget for fiscal year 2023 to the Orange County Board of County Commissioners within 10 days after the adoption of such budget.

In our opinion, the Agency complied, in all material respects, with the requirements of Sections 163.387(6) and 163.387(7), Florida Statutes, *Redevelopment Trust Fund*, during the year ended September 30, 2023, except for as noted in the paragraph above.

This report is intended solely for the information and use of the Agency’s Board, management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida  
DATE

DRAFT



Town of Eatonville Community Redevelopment Agency  
Schedule of Findings

2023-001 Financial Reporting (Repeat Finding)

**Criteria:** All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

**Condition:** Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

**Cause of Condition:** Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

**Effect of Condition:** The Agency’s financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$1,525,581 to properly account for rebate amounts recognized in revenue during the year.
- \$101,082 to properly account for expenditures paid from the Town on behalf of the Agency and reducing the amount due from primary government.

**Recommendations:** We recommend the Finance Department ensure adjustments are made to reflect all activity on the GAAP basis and all filings are timely made as part of the financial close process.

**Views of Responsible Officials:** See page 37 for management’s response to the finding.

DRAFT

Town of Eatonville Community Redevelopment Agency  
Management’s Corrective Action Plan



Town of Eatonville  
Community Redevelopment Agency  
370 E. Kennedy Blvd  
Eatonville, FL 32751  
407-623-8917  
craexecutivedirector@townofeatonville.org  
www.eatonvillecra.org

2023-001 Financial Reporting (Repeat Finding)

**Criteria:** All transactions should be recorded in accordance with GAAP. The financial close process should include evaluation and adjustments to ensure accrual of respective accounts.

**Condition:** Multiple transactions were not recorded consistently with accounting principles generally accepted in the United States of America (GAAP).

**Cause of Condition:** Transactions inconsistent with GAAP were recorded improperly due to lack of oversight or insufficient knowledge. Transactions were not recorded appropriately as part of the financial close and reconciliation process.

**Effect of Condition:** The Agency’s financial statements were materially misstated prior to audit adjustments. The following adjustments were made:

- \$1,525,581 to properly account for rebate amounts recognized in revenue during the year
- \$101,082 to properly account for expenditures paid from the Town on behalf of the Agency and reducing the amount due from primary government

**Recommendations:** We recommend the Finance Department ensure adjustments are made to reflect all activity on the GAAP basis and all filings are timely made as part of the financial closing process.

**Views of Responsible Officials:** In response to the financial close finding, they weren’t completed due to the termination of the Financial Coordinator going into FY 2023. The CRA was operating in the old system (Quickbooks) and the new system was implemented on January 1, 2023, of which there were some issues during the implementation. The CRA has now hired a Financial Coordinator and is now consistently reviewing and reconciling the CRA bank statement monthly. Additionally, we are ensuring that all revenues and expenditures are posted to the general ledger in a timely and accurate manner.

C



**HISTORIC TOWN OF EATONVILLE, FLORIDA**  
**REGULAR CRA MEETING**  
**SEPTEMBER 19, 2024, AT 6:30 PM**  
**Cover Sheet**

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

**ITEM TITLE:**                      **PRESENTATION** - Grant funds will be used to facilitate the repair and restoration of the historic Chitlin Circuit building Club Eaton, also known as Club KOHA, in Eatonville, Florida.

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |  |   |
|-----------------------|--|---|
| <b>CRA DECISION</b>   |  | <b>Department: Administration</b>   |
| <b>CONSENT AGENDA</b> |  | <b>Exhibits:</b> <ul style="list-style-type: none"><li>• Presentation</li><li>• Documents</li></ul> |
| <b>NEW BUSINESS</b>   |  |   |
| <b>ADMINISTRATIVE</b> |  |   |
| <b>CRA DISCUSSION</b> |  |   |

**REQUEST:** Grant funds will be used to facilitate the repair and restoration of the historic Chitlin Circuit building Club Eaton, also known as Club KOHA, in Eatonville, Florida.

**SUMMARY:** Work items include repair/replace stairs; replace seven (7) non-historic exterior fire doors; repair/replace three (3) glass, commercial store front doors; replace one (1) non-historic widow; repair exterior stucco; interior and exterior painting; repair/replace interior and exterior framing; repair/replace roof; drywall installation; repair flooring; repair/replace ceiling and install historically accurate drop ceiling tiles; structural repairs; elevator installation; install new HVAC system; install fire suppression and fire alarm system; ADA improvements, including installation of one (1) ADA ramp, upgrade door accessibility, upgrade restroom, and signage installation; installation of insulation in accordance with SOI Standards; upgrade plumbing; and contractor fees. Grant funds will also be used to hire professional architectural/engineering services.

The Maj Architecture + Design firm is in the early stages of concept design. However, as part of their design process, they are prepared to engage with community members who have memories or stories about the history of Club Eaton. Their goal is to use the stories as inspiration to create a design that honors the building's rich history while bringing it into the modern age, ensuring that its legacy continues. Mr. Malcolm Jones with Maj Architecture + Design will be present at the meetings to introduce himself and begin the engagement.

**RECOMMENDATION:** Presentation of the repair and restoration of the historic Chitlin Circuit building Club Eaton on behalf of owner David Barany, and architect Malcolm Jones from MAJ Architecture + Design Proposal.

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



## CONTACT/PRINCIPAL

Malcolm Jones  
 813-407-0175  
[malcolm@majarchdesign.com](mailto:malcolm@majarchdesign.com)  
[www.majarchdesign.com](http://www.majarchdesign.com)

## EDUCATION

Florida International University  
 Master of Architecture

## PROJECT ROLE

Architect

## EXPERIENCE

6 years

## REGISTRATIONS

Florida Registered Architect,  
 AR102691

## AFFILIATIONS

AIA, NOMA, NCARB

# MAJ Architecture + Design Capabilities Statement

Established in 2023, our firm, MAJ Architecture + Design, specializes in a blend of innovative commercial and residential projects. Our commercial expertise extends to creating dynamic spaces for civic, restaurants, office buildings, hospitality, and healthcare facilities, reflecting a modern and practical approach to design. In the residential realm, we have a strong focus on multi-family developments, where we aim to merge aesthetic appeal with functionality and sustainability. At MAJ, we pride ourselves on our commitment to environmentally responsible design, ensuring that our projects not only meet contemporary needs but also contribute positively to the communities we serve.

## CORE COMPETENCIES

- **Architectural and Interior Design**
  - New construction, Renovation, and Remodeling
    - Single-Family and Multi-Family Residential
    - Health Care
    - Restaurants, Office, and Retail
    - Resorts and Hotels
  - BIM and Design Programming
    - Revit and AutoCAD Expertise
    - Renderings
    - Adobe Suites (i.e. Photoshop, InDesign, etc.)

## PAST EXPERIENCE

### MULTI-FAMILY

- Meadow Pointe
- Maxwell Terrace Apartments – Remodel
- Flamingo Beach and Palm Beach Resorts – Renovation
- Jade at North Hyde Park
- The Haven
- Overlook

### HEALTHCARE

- Maxwell Gardens Wellness Center
- Shepherd's Hope - Kitchen
- Pathways Drop-In Center

### OFFICE

- EQT Exeter Orlando – Façade
- EDT Exeter Jacksonville – Façade
- FBC Mortgage
- Brave Kidz PPEC

### RESTAURANT AND RETAIL

- Smith x Webster Miami
- 101 Smoke Shop
- Oviedo Mall – Life Safety Analysis

### HISTORIC

- Ray of Light Church
- The Charles Hosmer Morse Museum of American Art
- Macedonia Missionary Baptist Church
- D'anna Residence – Sanford, FL
- Charles Hosmer Morse Museum of American Art – Wing Addition

# Malcolm Jones

Principal Architect

Malcolm Jones stands as a distinguished alumnus of Florida International University and a Florida-certified architect, currently leading as the owner and principal architect at MAJ Architecture + Design. His journey to architectural mastery began as a project manager for the multi-family team at a top-tier firm in Orlando, where he honed his skills and vision.

In addition to his professional pursuits, Malcolm plays a pivotal role in shaping future architects as an adjunct professor at CityLab - Orlando, part of the University of Florida's Graduate School of Architecture. His commitment to diversity and education in the field is further exemplified through his leadership as chair of Black Architects in the Making - Orlando. This impactful program is dedicated to inspiring and nurturing young middle and high school students of color to explore and excel in architecture. Beyond the classroom and community, Malcolm extends his influence and expertise as a member of the board of trustees for the Orlando Foundation for Architecture, contributing significantly to the architectural landscape and discourse in the region.

# Malcolm Jones

Principal Architect

677 Bonsai Street  
Apopka, FL 32703

813.407.0175

malcolm@majarchdesign.com

## EDUCATION

Florida International  
University, Miami, FL  
*Master of Architecture – May  
2018*

Registered Architect  
*License #: AR102691*

## EXPERIENCE

*January 2023 – Present*  
Architecture • Principal/Owner • MAJ Architecture + Design

*January 2020 - Present*  
Architecture • Adjunct Professor • University of Florida’s School of  
Architecture/CityLab Orlando

*June 2018 – December 2022*  
Architecture • Architectural Associate • Scott & Cormia Architecture +  
Interiors

*August 2016 – December 2016*  
Architecture • Architectural Intern • Nyarko Architectural Group, Inc.

*Summer 2016*  
Construction Management • Onsite training - Mentorship • Palm  
Engineering Group

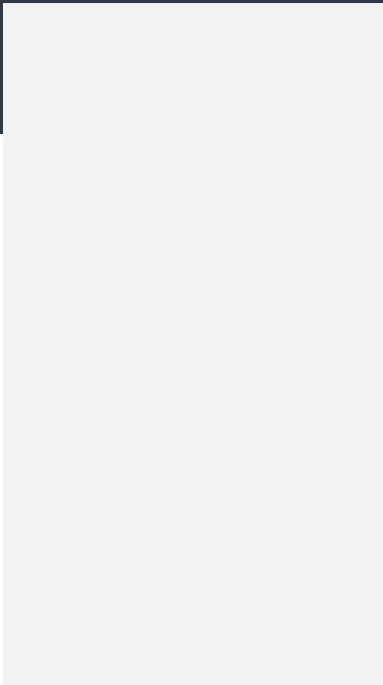
## KEY SKILLS

Architectural Designer  
Digital Modelling/Rendering  
Project Management  
Public Speaking  
Program Organizer  
Planner

## COMMUNICATION

I have been given the opportunity to host and to present at several  
events, and lectures. Some moments to note are:

- AIA National Conference Session Presenter – June 2023
- ACE Orlando Award Ceremony Keynote Speaker – May 2023
- We Care – Dec. 2020



## LEADERSHIP PRESENT

- Chair of the Black Architects in the Making - Orlando
- Board of Trustees Member – Orlando Foundation for Architecture
- AIA member of the American Institute of Architects – Orlando Chapter
- Member of the National Organization of Minority Architects – Orlando Chapter

## LEADERSHIP PAST

- Participant in the ‘Housing for All’ task force affordable housing design charette commissioned by Mayor Jerry Demings
- President of the Lambda Tau Chapter of Phi Beta Sigma Fraternity, Inc.
- President of the National Pan-Hellenic Council at FIU

## REFERENCES

[AVAILABLE UPON REQUEST]



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### SEPTEMBER 19, 2024, AT 06:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution CRA-R-2024-9 Approving the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.).

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |     |  |
|-----------------------|-----|--|
| <b>CRA DECISION</b>   | YES | <b>Department: Administration</b>  |
| <b>CONSENT AGENDA</b> |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-9</li> </ul> |
| <b>NEW BUSINESS</b>   |     |  |
| <b>ADMINISTRATIVE</b> |     |  |
| <b>CRA DISCUSSION</b> |     |  |

**REQUEST:** Approval of Resolution CRA-R-2024-9 Approving the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.).

**SUMMARY:** The Board of Directors acknowledges H.E.L.P. Community Development Corporation (H.E.L.P. CDC), as a faith-based, nonprofit organization and HUD-approved housing counseling agency, which brings to this partnership extensive experience in delivering comprehensive housing counseling services tailored to the needs of renters, home buyers, and homeowners. H.E.L.P. CDC's expertise encompasses a wide range of services, including but not limited to, pre- and post-purchase counseling, foreclosure intervention and prevention, reverse mortgage counseling for senior homeowners, financial education, and heirs' property protection and intervention. H.E.L.P. CDC is dedicated to supporting low- and moderate-income households in achieving sustainable homeownership and financial stability. All housing counseling services provided by H.E.L.P. CDC are conducted by HUD-certified Housing Counselors, ensuring the highest standards of expertise and guidance in support of the clients' housing needs. H.E.L.P. CDC adopts a holistic approach to assess a client's situation and collaboratively creates a detailed, step-by-step plan aimed at helping individuals achieve their dreams. Furthermore, H.E.L.P. CDC provides a wide range of educational programs and workshops that act as a driving force for economic development and homeownership.

This item was tabled on February 15, 2024.

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve the Memorandum Of Understanding with the HELP Community Development Corporation (HELP C.D.C.).

**FISCAL & EFFICIENCY DATA:** None.



**RESOLUTION #CRA-R-2024-9**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE MEMORANDUM OF UNDERSTANDING WITH THE HELP COMMUNITY DEVELOPMENT CORPORATION (HELP C.D.C.), PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS** the members of the Board of Directors are the governing body of the agency; and

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

**WHEREAS** the Board of Directors wishes to enter into a partnership with a valued community stakeholder from the Governing body of the County or Municipality; and

**WHEREAS** the Board of Directors acknowledges H.E.L.P. Community Development Corporation (H.E.L.P. CDC), as a faith-based, nonprofit organization and HUD-approved housing counseling agency, that brings to this partnership extensive experience in delivering comprehensive housing counseling services tailored to the needs of renters, home buyers, and homeowners. H.E.L.P. CDC's expertise encompasses a wide range of services, including but not limited to, pre- and post-purchase counseling, foreclosure intervention and prevention, reverse mortgage counseling for senior homeowners, financial education, and heirs' property protection and intervention. H.E.L.P. CDC is dedicated to supporting low- and moderate-income households in achieving sustainable homeownership and financial stability. All housing counseling services provided by H.E.L.P. CDC are conducted by HUD-certified Housing Counselors, ensuring the highest standards of expertise and guidance in support of the clients' housing needs. H.E.L.P. CDC adopts a holistic approach to assess a client's situation and collaboratively creates a detailed, step-by-step plan aimed at helping individuals achieve their dreams. Furthermore, H.E.L.P. CDC provides a wide range of educational programs and workshops that act as a driving force for economic development and homeownership.

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

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

**SECTION TWO: AFFIRMATION:** The Board of Directors of the Eatonville Community Redevelopment Agency does hereby affirm its findings in the CRA Plan and Chapter 163, Florida Statute as provided.

**SECTION THREE: ADOPTION OF MEMORANDUM OF UNDERSTANDING:** The Town of Eatonville Community Redevelopment Agency and the Board of Directors do hereby adopt the Memorandum of Understanding with HELP C.D.C. and authorizes the execution of said agreement by the Chair, Legal and/or Executive Director as needed.

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

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

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

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

**PASSED AND ADOPTED this 19<sup>th</sup> day of September 2024.**

---

**Wanda Randolph, Chair**

ATTEST:

---

Veronica L. King, Town Clerk



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### SEPTEMBER 19, 2024, AT 06:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution CRA-R-2024- 33 Approving Funding for a Cultural Arts Event on September 21, 2024, in the Amount of Two Thousand Dollars (\$2,000.00). (**Washington**)

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |     |   |
|-----------------------|-----|---|
| <b>CRA DECISION</b>   | YES | <b>Department:</b> LEGISLATIVE  |
| <b>CONSENT AGENDA</b> |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-33</li> </ul> |
| <b>NEW BUSINESS</b>   |     |   |
| <b>ADMINISTRATIVE</b> |     |   |
| <b>CRA DISCUSSION</b> |     |   |

**REQUEST:** Approval of Resolution CRA-R-2024-33 Approve funding for a cultural arts event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00).

**SUMMARY:** Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. This event promises not only entertainment but also an opportunity for community unity and engagement. By supporting Stogies @ Sunset, the CRA will contribute to fostering a sense of belonging and pride among Eatonville residents and visitors alike. To make this event a success, we are seeking funding in the amount of \$2000. This investment will go towards securing quality entertainment, ensuring the availability of delicious refreshments, and creating an atmosphere that celebrates the unique charm of Eatonville. Additionally, we would like to request funding for a stage setup with appropriate lighting to enhance the overall experience for attendees and performers. We believe that supporting Stogies @ Sunset aligns with the CRA's mission to enhance the economic and cultural vitality of Eatonville. Your contribution will make a significant difference to the success of this event and the overall vibrancy of our community.

Thank you for considering our funding request. We are eager to discuss this opportunity further and answer any questions you may have. Please feel free to contact us at your convenience.

**CONTACT:**

Shakeila “ShaK” Jones, Executive Director  
Kilgore Music Foundation, Inc.  
email: ryankilgorefoundation@gmail.com  
cell: (773) 941-3001

**RECOMMENDATION:** Staff is recommending the Board of Directors to Approve funding for a cultural arts event on September 21, 2024, in the amount of two thousand dollars (\$2,000.00).

**FISCAL & EFFICIENCY DATA:** The funds will come from budget line item 303-0515-515-6301.

**RESOLUTION #CRA-R-2024-33**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING CULTURAL ARTS FUNDING IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the TOECRA Board of Directors do hereby approve a cultural arts funding in the amount of two thousand dollars (\$2,000).

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

**SECTION ONE: OVERVIEW:** Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more. This financial assistance will help to bring in more residents and visitors to the Town of Eatonville to celebrate the culture.

**SECTION TWO: FUNDING AGREEMENT:** The Grantee is applying for funding and desires to enter into agreement with the CRA to provide a full report post the event being held on September 21, 2024.

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

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

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

**PASSED AND ADOPTED this 19<sup>th</sup> day of September 2024.**

---

**Wanda Randolph, Chair**

ATTEST:

---

Veronica L. King, Town Clerk



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### SEPTEMBER 19, 2024, AT 6:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution CRA-R-2024-34 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) at 429 E. Kennedy Blvd in the amount of Thirty Thousand (\$30,000).  
(Administration)

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |     |   |
|-----------------------|-----|---|
| <b>CRA DECISION</b>   | YES | <b>Department:</b> ADMINISTRATION   |
| <b>CONSENT AGENDA</b> |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-34</li> <li>Application Packet</li> </ul> |
| <b>NEW BUSINESS</b>   |     |   |
| <b>ADMINISTRATIVE</b> |     |   |
| <b>CRA DISCUSSION</b> |     |   |

**REQUEST:** Approval of Resolution CRA-R-2024-34 Approving a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) at 429 E. Kennedy Blvd in the amount of Thirty Thousand (\$30,000).

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

**RECOMMENDATION:** Staff is recommending the Board of Directors to approve of Resolution CRA-R-2024- Authorizing the Approval of a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) at 439 E. Kennedy Blvd in the amount of Thirty Thousand (\$30,000).

**FISCAL & EFFICIENCY DATA:** The cost for the Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) funding agreement located at 429 E. Kennedy in the amount of Thirty Thousand (\$30,000).

**RESOLUTION #CRA-R-2024-34**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM (SBFSARP) AT 429 E. KENNEDY BLVD IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the TOECRA Board of Directors do hereby approve a Small Business Façade, Site Improvement and Adaptive Reuse Program (SBFSARP) at 429 E. Kennedy Blvd in amount of Thirty Thousand Dollars (\$30,000).

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

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

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

**SECTION THREE: INELIGIBLE APPLICANTS:**

National franchises.

Residential property.

Nightclubs, bars or taverns.

Not-for-profit organizations.

Church/religious institutions.

Health and medical industries.

Agricultural service industries.

Businesses that sell drug paraphernalia.

Government-owned or occupied buildings.

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

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

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

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

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

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

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

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



Grant. Otherwise, results of the background check will be included in the documentation provided to the SBFSARP Review Committee for consideration as part of the application.

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

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

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

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

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

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

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

For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the TOECRA is deferred for a three (3) year period regardless of the

award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

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

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

Applications shall meet the criteria outlined below:

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

- Improvement to the overall appearance of the site
- Quality of design
- Consistency of proposed facade design with design goals of surrounding area
- Location within an TOECRA
- Contribution to historic renovation or restoration
- Will serve as a catalyst for redevelopment
- Incorporation of sustainable materials and/or methods
- Business tenure in the TOECRA
- Only completed applications will be accepted
- o Incomplete applications will be returned to the applicant.

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

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

## **SECTION NINE: ADAPTIVE REUSE IMPROVEMENTS**

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

façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. A minimum of three (3) improvements must be proposed.

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

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

- Egress
- Fire alarm, exit signs and automatic lights.

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

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

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

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

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

- iii. Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSRP Program Coordinator prior to commencement of any work associated with the funding.
- 5. Construction Approval On completion of construction, including final inspection by the Planning Division, the awardee shall submit a request for reimbursement to the SBFSARP Program Coordinator.
  - a. Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
    - i. Proof of all project costs, including contractor invoices
    - ii. Receipts proving payment for services and supplies
    - iii. Lien release(s) by the contractor(s)
    - iv. One photo of each improvement and at least one photo of the entire façade, MEP and/or life safety improvements.
    - v. The SBFSARP Program Coordinator will certify that all work was permitted and inspected by the TOECRA's Planning Division and verify the work was completed in a satisfactory and professional manner.
    - vi. Discrepancies will be noted and a time frame for their correction will be established, as necessary.
    - vii. If there is a strong deviation in improvements as approved by the SBFSARP Review Committee, the TOECRA reserves the right to deny reimbursement.
- 6. Disbursements Funds will generally be provided upon completion of the project. However, at the TOECRA's discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed.
  - a. Reimbursements will be made according to TOECRA's accounting procedures with funds disbursed by check payable to the grantee.
  - b. All funds shall be issued to the awardee on a reimbursement basis only.
  - c. Available Funds: TOECRA may from time to time at its discretion establish annual funding for the program.

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

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

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

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

**PASSED AND ADOPTED on this 19<sup>th</sup> day of September 2024.**

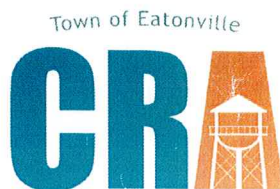
ATTEST:

---

Angie Gardner, Chair

---

Veronica L. King, Town Clerk



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

### APPLICATION CHECKLIST

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

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

- ☒ Original Application (Including Project Description and Application Signature pages)
- ☒ Color photographs of all building walls that can be seen from the street (Photos must be 8"x10" or larger, must show the entire building façade in each photo, and must clearly indicate existing façade details.)
- ☒ Owner's Affidavit (Must be completed, signed, and notarized)
- ☒ Current Site Survey
- ☐ Building Permit Number (if applicable)

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

SMALL BUSINESS FACADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM APPLICATION

APPLICANT INFORMATION

Applicant: BRISHAUN ENTERPRISES CORP

Property Owner: DAVID WASHINGTON

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

Project Address: 429 E. KENNEDY BLVD

Business Name (as filed with State of FL): BRISHAUN ENTERPRISES CORP

Business Mailing Address: 7025 CR 46A STE. 1071 #335 LAKE MARY, FL. 32746

Phone number: 407-579-1981

Email: realtordavidwashington@yahoo.com

PROPERTY INFORMATION:

Parcel ID Number: 35-21-29-0000-00-044

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

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

BUSINESS OWNER APPLICANTS ONLY:

Number of existing/proposed new employees: NA Existing NA New

Annual sales/Gross receipts (actual or proposed): NA



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

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

## RESTAURANT RENOVATION

NEW ELECTRICAL WIRING INTERIOR

NEW AC UNIT INTERIOR

NEW DRYWALL & INSULATION INTERIOR

NEW BATHROOM REMODEL INTERIOR

NEW WINDOWS EXTERIOR

NEW EXTERIOR FACADE RENOVATION

NEW ROOF EXTERIOR

1. Façade Improvement Costs \$ EXCEEDS \$ 50,000

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

3. Mechanical/Electrical/Plumbing Costs \$ 70,000

4. Total Project Cost \$ TBD

5. Total Program Funding Requested \$ 30,000

6. Applicant's Funding \$ BALANCE TBD

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

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

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

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

NO

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

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

#### APPLICATION SIGNATURE

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

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

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

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) policies, procedures, and conditions.*

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

Property Owner Signature:  \_\_\_\_\_ Date: 8-29-24

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

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

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

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

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

Further Affiant sayeth not.

Signature \_\_\_\_\_

PROPERTY DESCRIPTION

RESTAURANT

PROPERTY ADDRESS

429 E. KENNEDY BLVD

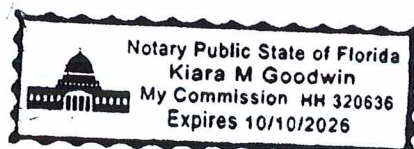
Sworn to and subscribed before me

This 30<sup>th</sup> day of August 2024

Notary Public, State of Florida at Large

My Commission Expires:

10/10/26 - Kiara Goodwin



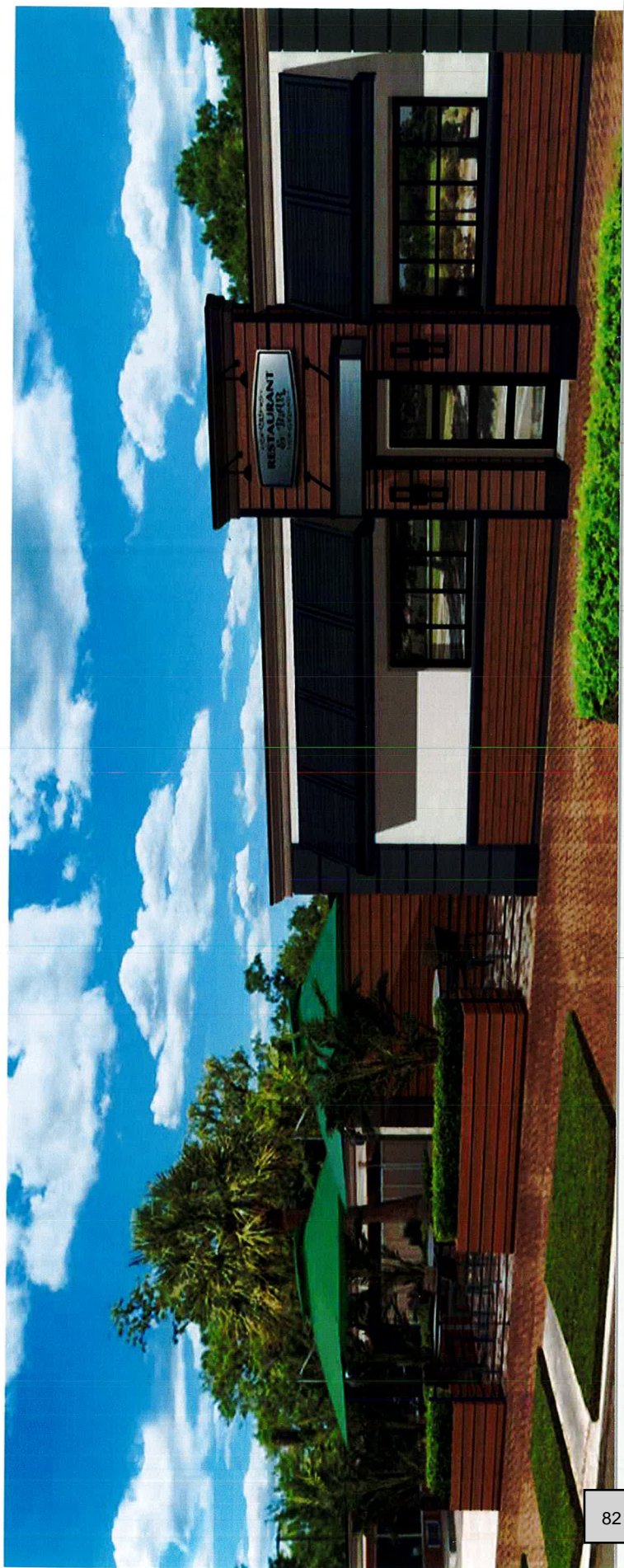












THIS APPLICATION MUST BE SUBMITTED TO THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY AND APPROVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY BOARD PRIOR TO THE COMMENCEMENT OF ANY WORK SOUGHT TO BE REIMBURSED UNDER THE PROGRAM

SMALL BUSINESS FACADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM APPLICATION

APPLICANT INFORMATION

Applicant: BRISHAUN ENTERPRISES CORP

Property Owner: DAVID WASHINGTON

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

Project Address: 429 E. KENNEDY BLVD

Business Name (as filed with State of FL): BRISHAUN ENTERPRISES CORP

Business Mailing Address: 7025 CR 46A STE. 1071 #335 LAKE MARY, FL. 32746

Phone number: 407-579-1981

Email: realtordavidwashington@yahoo.com

PROPERTY INFORMATION:

Parcel ID Number: 35-21-29-0000.00-044

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

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

BUSINESS OWNER APPLICANTS ONLY:

Number of existing/proposed new employees: NA Existing NA New

Annual sales/Gross receipts (actual or proposed): NA



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

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

## RESTAURANT RENOVATION

NEW ELECTRICAL WIRING INTERIOR

NEW AC UNIT INTERIOR

NEW DRYWALL & INSULATION INTERIOR

NEW BATHROOM REMODEL INTERIOR

NEW WINDOWS EXTERIOR

NEW EXTERIOR FACADE RENOVATION

NEW ROOF EXTERIOR

1. Façade Improvement Costs \$ EXCEEDS \$ 50,000

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

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

3. Mechanical/Electrical/Plumbing Costs \$ 70,000

4. Total Project Cost \$ TBD

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

5. Total Program Funding Requested \$ 30,000

6. Applicant's Funding \$ BALANCE TBD

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

Have you received any funding assistance from the Town of Eatonville to date? NO

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



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

#### APPLICATION SIGNATURE

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

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

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

*By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) policies, procedures, and conditions.*

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

Property Owner Signature:  Date: 8-29-24

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

## EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT

STATE OF FLORIDA

COUNTY OF ORANGE

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

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

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

Further Affiant sayeth not

Signature \_\_\_\_\_

PROPERTY DESCRIPTION

RESTAURANT

PROPERTY ADDRESS

429 E. KENNEDY BLVD

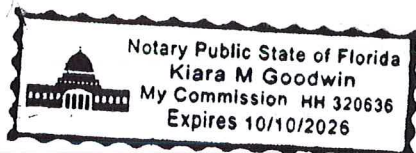
Sworn to and subscribed before me

*Kiara Goodwin*

This 30<sup>th</sup> day of August 2024

Notary Public, State of Florida at Large

My Commission Expires: 10/10/26 - *Kiara Goodwin*

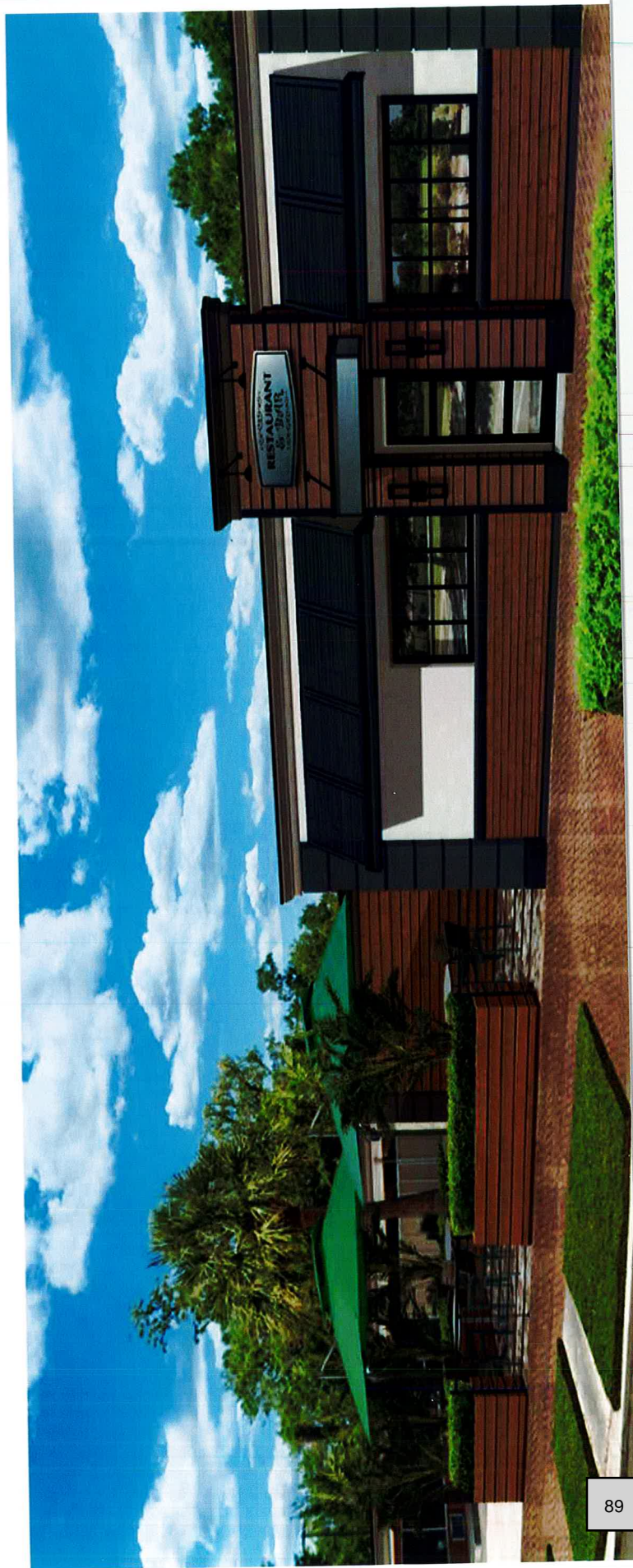














## RESOLUTION #CRA-R-2024-5

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

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

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

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

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

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

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

**SECTION THREE: INELIGIBLE APPLICANTS:**

National franchises.

Residential property.

Nightclubs, bars or taverns.

Not-for-profit organizations.

Church/religious institutions.

Health and medical industries.

Agricultural service industries.

Businesses that sell drug paraphernalia.

Government-owned or occupied buildings.

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



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

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

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

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

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

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

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



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

#### **SECTION EIGHT: MULTI-TENANT BUILDINGS FACADE AND SITE IMPROVEMENTS**

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

#### **SECTION NINE: ADAPTIVE REUSE IMPROVEMENTS**

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

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

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



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

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### SEPTEMBER 19, 2024, AT 6:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution CRA-R-2024-35 Approving a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand and Six Hundred Dollars (\$2,600).  
(Administration)

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |     |   |
|-----------------------|-----|---|
| <b>CRA DECISION</b>   | YES | <b>Department:</b> ADMINISTRATION   |
| <b>CONSENT AGENDA</b> |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-35</li> <li>Application Packet</li> </ul> |
| <b>NEW BUSINESS</b>   |     |   |
| <b>ADMINISTRATIVE</b> |     |   |
| <b>CRA DISCUSSION</b> |     |   |

**REQUEST:** Approval of Resolution CRA-R-2024-35 Approving a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand and Six Hundred Dollars (\$2,600).

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

**RECOMMENDATION:** Staff is recommending the Board of Directors approve a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand and Six Hundred Dollars (\$2,600).

**FISCAL & EFFICIENCY DATA:** The cost for the Paint, Plant, and Pave Program funding agreement located at 510 Katherine Avenue in the amount of Two Thousand and Six Hundred Dollars (\$2,600).

**RESOLUTION #CRA-R-2024-35**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A FUNDING AGREEMENT FOR THE PAINT, PLANT, AND PAVE PROGRAM AT 510 KATHERINE AVENUE IN THE AMOUNT OF TWO THOUSAND AND SIX HUNDRED DOLLARS (\$2,600) PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the TOECRA Board of Directors do hereby desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand Six Hundred Dollars (\$2,600).

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

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

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

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

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

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

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

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

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

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

**SECTION SEVEN: DIRECTION:** The TOECRA Board of Directors do hereby desire to Approve a funding agreement for the Paint, Plant, and Pave Program at 510 Katherine Avenue in the amount of Two Thousand Six Hundred Dollars (\$2,600).

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

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

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

**PASSED AND ADOPTED on this 19<sup>th</sup> day of September 2024.**

---

**Wanda Randolph, Chair**

ATTEST:

---

**Veronica L. King, Town Clerk**

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

This PAINT, PLANT, and PAVE PROGRAM FUNDING AGREEMENT (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and Karl Widmaier (hereinafter referred to as “the Grantee”) whose mailing address is 510 Katherine Avenue, (hereinafter collectively referred to as the “Parties”).

### WITNESSETH

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

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

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

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

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

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

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

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

meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits here to, the CRA shall award to the Grantee an amount not to exceed the sum of **Two Thousand Six Hundred** (\$2,600) for funding of the goods and services Grantee acquired for the Improvements to the Property located at **510 Katherine Avenue** asset for thin **Exhibit “B.”**

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

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

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

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

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

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

Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has at his or her discretion, granted the Grantee an extension of time.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. If to the CRA: Community Redevelopment Agency  
Eatonville Town Hall  
307 E. Kennedy Blvd.  
Eatonville, Florida 32751  
(with a copy to City Attorney's Office)
- b. If to the Grantee: Karl Widmaier  
510 Katherine Avenue  
Orlando, FL 32810

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

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

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

**IN WITNESS WHERE OF**, the parties here to have executed this Agreement on the day and year indicated below.

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

Title: \_\_\_\_\_

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

Witness:

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

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

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

The Town of Eatonville Community Redevelopment Agency

\_\_\_\_\_  
CRA Chair

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

Title: \_\_\_\_\_

ATTEST:

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

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

**EXHIBIT “A”****Program**

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

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

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

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

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

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

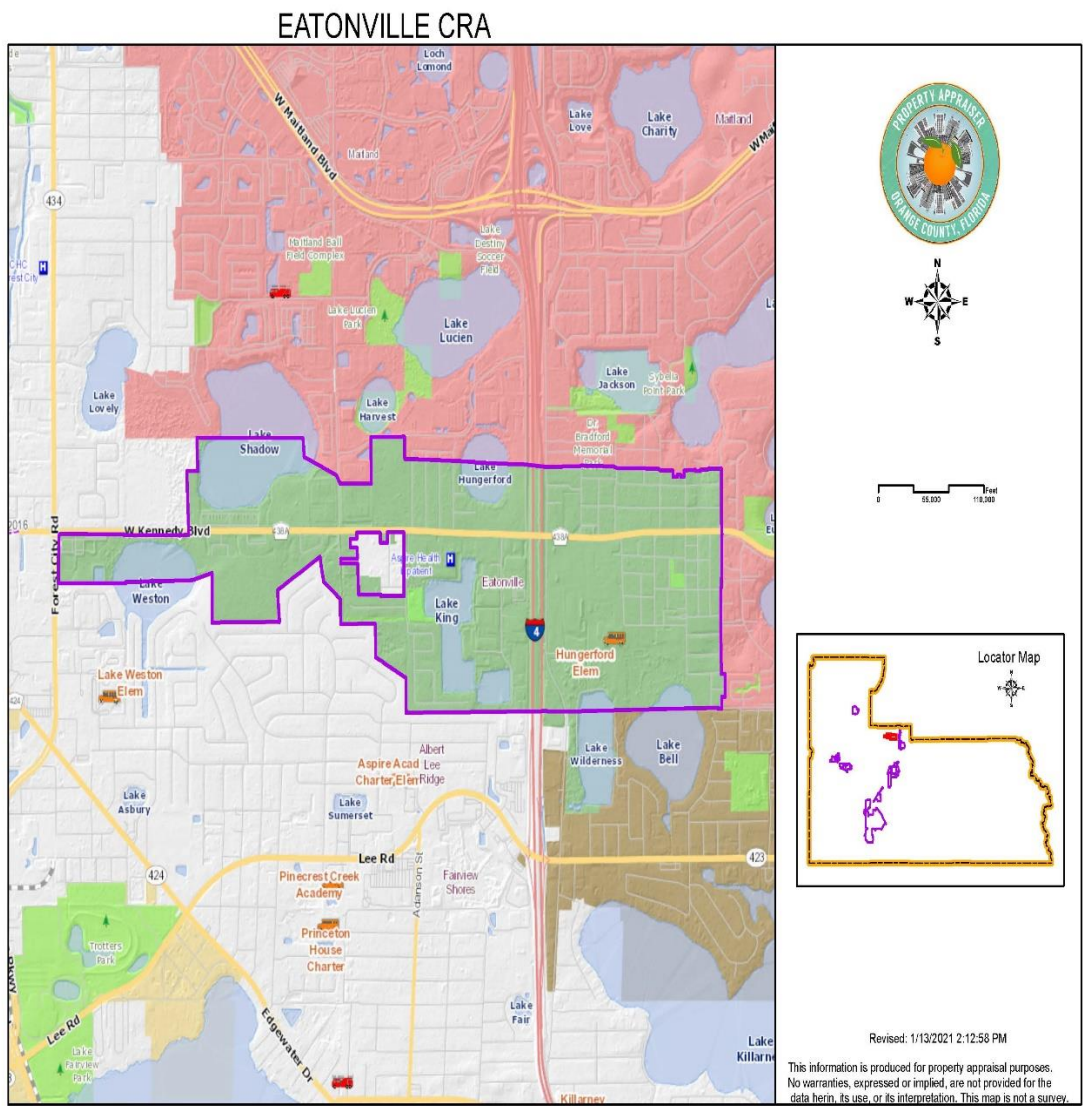
**PROGRAM FUNDING:** All awards will be treated as zero-interest, deferred loans. For those property owner applicants qualifying for the PPPP program up to \$5,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the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

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

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

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

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



**EXHIBIT “B”**

Application for Karl Widmaier at 510 Katherine Avenue  
(attached separately and incorporated herein)

Town of Eatonville



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

Property Owner Name: Karl Widmaier

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

Address: 510 Katherine Ave

Email Address: Karleric64@gmail.com

Phone Number(s): (Home) \_\_\_\_\_ (Cell) 407 412-3564

Do you currently own the property? ☒ Yes ☐ No

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

1. Remove old fencing and prepare property for new fence
2. Installation of New Fencing
3. Seal & Stain New Fencing

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

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

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

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

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

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

EXHIBIT B - OWNER'S AFFIDAVIT OF CONSENT

STATE OF FLORIDA

COUNTY OF ORANGE

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

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

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

Further Affiant sayeth not.

Signature

*[Handwritten Signature]*

Date:

*07/09/24*

PROPERTY ADDRESS

*510 Katherine Ave Eatonville FL 32810*

Sworn to and subscribed before me

This

*9<sup>th</sup>*

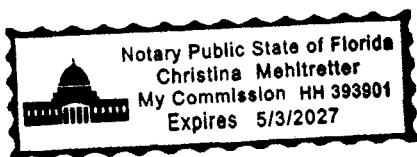
day of

*August*

20

*24*

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







www.fencedirectfl.com

**ORLANDO**  
9867 S. Orange Blossom Trail  
Orlando, FL 32837  
Office: 407.857.5770  
info@fencedirectfl.com

Insured / Bonded

No. \_\_\_\_\_  
ESTIMATE / CONTRACT  
Estimate Date: 8/21/24  
Estimate Valid For 30 Days  
Prepared By: Bradley  
Tel. #: 352-216-9130

### CUSTOMER INFORMATION:

Name: Karl Widmaier  
Address: 510 Katherine Ave  
Orlando 32810  
Subdivision: \_\_\_\_\_

Contact #: 407-412-3564  
Alternate #: \_\_\_\_\_  
Email: \_\_\_\_\_  
Gate Code: \_\_\_\_\_

### FENCE #1:

PVC (Vinyl) ☒ Aluminum ☐ Steel ☐ Chain Link ☐ Wood ☐  
☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐

Style/Model: Privacy T&G  
Total Linear Feet: 149' Height: 6 Width: 6  
Color: White Post Caps: Standard

#### GATES:

4 ft. Walk: \_\_\_\_\_ 5 ft. Walk: \_\_\_\_\_  
8 ft. Double: \_\_\_\_\_ 10 ft. Double: \_\_\_\_\_  
Other: \_\_\_\_\_ Size: \_\_\_\_\_ Qty: \_\_\_\_\_  
Notes: \_\_\_\_\_

### FENCE #2:

PVC (Vinyl) ☒ Aluminum ☐ Steel ☐ Chain Link ☐ Wood ☐  
☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐ Res. ☐ Comm. ☐

Style/Model: Privacy T&G  
Total Linear Feet: 53' Height: 4 Width: 6  
Color: White Post Caps: Standard

#### GATES:

4 ft. Walk: \_\_\_\_\_ 5 ft. Walk: \_\_\_\_\_  
8 ft. Double: \_\_\_\_\_ 10 ft. Double: \_\_\_\_\_  
Other: \_\_\_\_\_ Size: \_\_\_\_\_ Qty: \_\_\_\_\_  
Notes: \_\_\_\_\_

### SPECIFICATIONS:

☐ Top Level Fence ☒ Follow Contour of Ground

Open Pool ☐ YES ☒ NO

Removal & Disposal of Existing Fence 31' Ft. ☐ NO ☐

Clearing of Fence Line Needed YES ☐ NO ☒

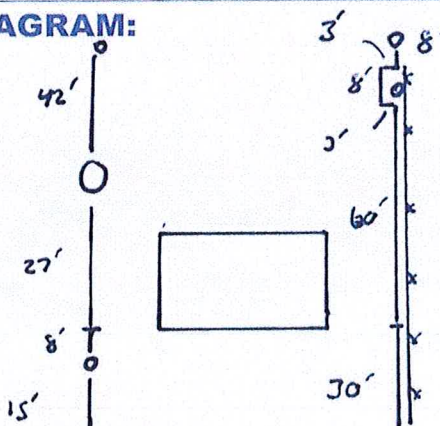
Clearing to be CLIENT SS N/A  
Done by ☒ ☐ ☐

(Fee Applies If Fence Direct, Refer to Pg. 2)

HOA Approval Req. YES ☐ NO ☒ Permit Required YES ☐ NO ☒

Who's Applying \_\_\_\_\_ Who's Applying FD

### FENCE DIAGRAM:



GATE OPENING OPTIONS: GATE 1 ☐ IN ☐ OUT GATE 2 ☐ IN ☐ OUT

Estimate Amount:

\$ \_\_\_\_\_

### SPECIAL NOTES:

Concrete all Post

|           | Vinyl   | Wood    |
|-----------|---------|---------|
| Removal   | \$100   | \$100   |
| Materials | \$3,100 | \$2,500 |
| Install   | \$2,000 | \$2,400 |
| Total     | \$5,200 | \$5,000 |

### AGREEMENT TO FENCE DIRECT INSTALLATION

This proposal only becomes a contract when accepted by officer of Fence Direct. Fence Direct hereby sells to the Purchaser the fence product or structure described, subject to all terms and conditions, on this contract and on the terms of service page. Contract price is for the agreed footage. Final footage may vary. Said variation will be billed at a prorated basis. Inclement weather, manpower, and equipment constraints, etc. can delay the completion of this contract. Purchaser agrees that under no circumstances will Fence Direct allow a reduction in the contract price, nor will reimbursement be made to compensate Purchaser for said expenses or inconveniences. Responsibilities of Fence Direct are limited to that which is described in this contract. Verbal representations by Fence Direct employees will not be honored.

CONTRACT AMOUNT: \$ \_\_\_\_\_  
DEPOSIT AMOUNT: \$ 1/2  
BALANCE DUE UPON INSTALLATION: \$ \_\_\_\_\_

APPROVED & ACCEPTED BY:

Page 1

CUSTOMER SIGNATURE

CONTRACT DATE:



## Proposal For Work



4630 S. Kirkman Road, Suite 169  
Orlando, Florida 32811  
689-245-3390

|  |                       |                                     |                  |
|--|-----------------------|-------------------------------------|------------------|
| Submitted to: <b>Karl Widmaier</b>           |                       | Phone: 407-235-8928                 | Date: 08/19/2024 |
| Street: <b>510 Katherine Ave.</b>            |                       | Job Name: <b>Wood Fence Install</b> |                  |
| City, State, Zip: <b>Eatonville, FL. 328</b> |                       | Job Location: SAA                   |                  |
| Architect: N/A                               | Plan Date: 08/19/2024 | POC: <b>Karl</b>                    | Job Phone: SAA   |

### Specification & Estimate details:

**Procure permits and materials to build a wooden fence on the East and West sides of the property**

#### Phase 1:

**Apply and receive proper permitting in accordance with City of Eatonville's permit and planning department's requirements. Acquire all materials needed to complete install and arrange delivery to residence. Submit a request and receive approval for digging through the state's Sunshine811 online portal. Schedule the date of install with the homeowner; (The cost of materials stated below will change slightly due to exact cost of permitting fees not being known at the present time, however the exact amount will not exceed the amount quoted.)**

#### Phase 2:

**On scheduled day of install provide adequate skilled labor to complete the install in accordance to the layout previously agreed upon by customer. This would include the 4' fence along the two front sides;**

#### Phase 3:

**14 days after install employee will return to treat the fence on both sides with wood water sealer;**

|                        |  |                  |
|------------------------|--|------------------|
| <b>Cost of Phase 1</b> |  | <b>2,400.00*</b> |
| <b>Cost of Phase 2</b> |  | <b>5,626.42</b>  |
| <b>Cost of Phase 3</b> |  | <b>200.00</b>    |

\*The actual amount will be billed on the final invoice once taxes, permit fees, etc are accurately calculated. Should the costs exceed quoted amount, the company will cover the overages up to \$150.00

**Materials Cost:**

1. A list of materials will be attached to this proposal.

**Labor Costs:**

- |                  |            |
|------------------|------------|
| 1. Phase 1 ..... | \$2,400.00 |
| 2. Phase 2 ..... | \$5,626.42 |
| 3. Phase 3 ..... | \$0,200.00 |

**Total Estimated Costs..... \$8,226.42**

We propose to furnish the material listed and labor required to complete the work as per the specifications above, for a sum of:

Eight Thousand, Two hundred and Twenty-six Dollars & 42/100

Payment method: Cash, check, credit/debit card or Zelle Transfer  
 \*If payment is made by credit/debit, there will be a 4.15% surcharge added to amount of the charge. There will be a \$100.00 fee charged for any check returned unpaid.

\$: 8,226.42

Terms & Conditions: Payments are as follows: \$2,400.00 due upon acceptance of proposal; 2,813.21 due upon the commencement of phase 2; 2613.21 due upon completion of phase 2; \$200.00 due upon completion of phase 3. All terms and conditions stated in the addendum are hereby adopted and ratified into this proposal agreement.

Authorized Signature:

*Ryan Godfrey*

Ryan Godfrey, VP, GM

Proposal will be valid till:

Acceptance of Proposal: The specifications and the amount quoted above are accepted with the terms & conditions specified, including all terms and conditions listed in the addendum of this proposal You are authorized to proceed with the work.

Authorized by:

Signature:

Authorized by:

Date of Acceptance:     /     /

Signature:

\*\*\*See Addendum Attached\*\*\*

Quality Work... Affordable Prices!



## ADDENDUM TO PROPOSAL

### Required Disclosure:

1. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
2. All estimates are valid for 10 days from the date of proposal unless otherwise stated in the body of the written proposal. Upon the expiration date it will be at the Company's sole discretion to enter into this contract at the original price quoted. R&K Home Improvements, LLC, reserves the right to withdraw this proposal if the customer does not accept it within 10 days.
3. R&K Home Improvements, LLC will use due diligence in obtaining the materials at the price quoted, however, due to frequent price changes with the vendors and suppliers, R&K Home Improvements, LLC cannot guarantee the material price except on the day the proposal was submitted. Any increase in material pricing after the day of proposal will become the sole responsibility of the customer.
4. All jobs will be scheduled based on our discretion with emergency jobs taking precedence. If required, the permitting process normally can take up to a week or longer depending on zoning or code compliance issues. We will obtain all permits and post at the job site. Permits must remain posted until final inspection is completed, or property owner is liable for failed inspection cost. Finalized permits will remain with the customer for their records. No project will ensue until the applicable permits are obtained. Scheduling can also be further delayed due to weather, special order materials, and material shortages, but we will do our due diligence to make sure you are kept informed and keep the project on schedule.
5. Any requested changes to the scope of work will require a signed change order. Any unseen damage that requires repair that is not specifically noted in the body of the proposal will require a signed change order.
6. R&K Home Improvements, LLC will not be responsible for any interior damage or environmental issues discovered during or as part of the scope of our work. In event that any issues are exposed during project, work must proceed to repair the location to prevent further damage due to weather, Owner will be contacted, but work will commence at contract pricing and owner will be solely responsible for associated costs, everything will be documented.
7. During any exterior work R&K Home Improvements, LLC will take all reasonable steps in securing any exposed areas in the event of poor weather conditions such as rain, wind, thunderstorms, etc. however, any damages sustained due to Acts of God (such as micro-bursts, wind events, or rain) during the project are the responsibility of the customer and their customer's insurance.
8. The Customer or agent will provide R&K Home Improvements, LLC and any vendor with access to the job site to facilitate trucks and equipment. This price is based on our trucks or having direct access to the



building. We are not responsible for any cracks or damage to the driveway, sidewalks, pool screens, gutters or exterior landscaping. We are not responsible for any damage to any vehicles left close to our work area. In addition, we are not responsible for damage caused by falling debris. If the Customer requests an alternate placement we will not be responsible for drain fields, yard irrigation, plumbing, landscape or septic systems.

9. If a dispute shall arise between R&K Home Improvements, LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters which may be handled through arbitration or normal collection procedures, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and must be initiated within the applicable statute of limitations. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any award shall include court costs and reasonable attorney's fees to the prevailing party plus interest at the legal rate.
10. R&K Home Improvements, LLC retains the right to hold the customer liable for an unpaid balance past due. Final payment is due upon completion of the work. Finance charges of 27.9% per month will accrue on accounts not paid within 10 days of completion, or the highest amount allowed by state law. Additionally, all costs associated with past due balances to include court costs, attorney's fees, liens, any accumulated service charges will be added to the original invoice and will accrue interest accordingly. The customer acknowledges that NO warranty will be provided if payment in full is not made in accordance with the terms of this contract.

Exclusions:

1. Any item not specifically stated in the scope of work.
2. **WORKMANSHIP WARRANTY/INSURANCE POLICIES-** All workmanship is warranted for sixty days from the completion of the project. Any product manufacturer warranties will still apply. Warranty calls that are diagnosed to be outside of the original scope of work will be subject to a \$350.00 service call charge. The warranty is null and void if any alterations are made after completion of work. R&K Home Improvements, LLC is covered with a One-Million-dollar general liability policy issued through BiBerk by Bershire Hathaway. and all employees are fully insured on our workman's compensation policy though BiBerk by Bershire Hathaway. A certificate of insurance will be issued upon request of the homeowner or their agent in fact.
3. If this agreement is based on an insurance or warranty claim, its execution will be contingent on receipt of proceeds from the insurance agency or warranty company. Otherwise, the estimate price is based on a cash or check or Zelle transfer payment. R&K Home Improvements, LLC does not accept Cash App, Venmo, Paypal or any other third-party payment services. Payment must be made at execution of the agreement, as outlined in the body of the proposal, or as agreed to mutually in writing.

Visa, Mastercard, American Express, and Discover are accepted for payment with a convenience fee of 4.15% added to all debit and credit card payments made.

## Proposal For Work



4630 S. Kirkman Road, Suite 169  
Orlando, Florida 32811  
689-245-3390

|  |                       |                                      |                  |
|--|-----------------------|--------------------------------------|------------------|
| Submitted to: <b>Karl Widmaier</b>           |                       | Phone: 407-235-8928                  | Date: 08/19/2024 |
| Street: <b>510 Katherine Ave.</b>            |                       | Job Name: <b>Vinyl Fence Install</b> |                  |
| City, State, Zip: <b>Eatonville, FL. 328</b> |                       | Job Location: SAA                    |                  |
| Architect: N/A                               | Plan Date: 08/19/2024 | POC: <b>Karl</b>                     | Job Phone: SAA   |

### Specification & Estimate details:

#### Phase 1:

Apply and receive proper permitting in accordance with City of Eatonville's permit and planning department's requirements. This includes preparing a site plan acceptable to the permitting and planning department.

#### Phase 2:

Submit a request and receive approval for digging through the state's Sunshine811 online portal. Acquire all materials needed to complete installation and arrange delivery to the residence. Schedule the date of install with the homeowner; (The cost of materials stated below will change slightly due to exact cost of permitting fees not being known at the present time, however the exact amount will not exceed the amount quoted.)

#### Phase 3:

On the scheduled day of installation provide adequate skilled labor to complete the install in accordance with the layout previously agreed upon by customer. This would include the 4' fence along the two front sides.

|                 |  |                  |
|-----------------|--|------------------|
| Cost of Phase 1 |  | <b>600.00*</b>   |
| Cost of Phase 2 |  | <b>2,445.84*</b> |
| Cost of Phase 3 |  | <b>7,200.00</b>  |

\*The actual amount will be billed on the final invoice once taxes, permit fees, etc are accurately calculated. Should the costs exceed quoted amount, the company will cover the overages up to \$150.00



**Materials Cost:**

1. A list of materials will be attached to this proposal.

**Labor Costs:**

- |                  |            |
|------------------|------------|
| 1. Phase 1 ..... | \$0,600.00 |
| 2. Phase 2 ..... | \$2,445.84 |
| 3. Phase 3 ..... | \$7,200.00 |

**Total Estimated Costs..... \$10,245.84**

We propose to furnish the material listed and labor required to complete the work as per the specifications above, for a sum of:

Ten Thousand, Two Hundred and Forty-Five Dollars & 84/100

Payment method: Cash, check, credit/debit card or Zelle Transfer  
 \*If payment is made by credit/debit, there will be a 4.15% surcharge added to amount of the charge. There will be a \$100.00 fee charged for any check returned unpaid.

\$: 10,245.84

Terms & Conditions: Payments are as follows: \$600.00 due upon acceptance of proposal for phase 1; \$4,822.92 due within 24 hours of the issuance of the permit; 4,822.92 due upon completion of phase 3. All terms and conditions stated in the addendum are hereby adopted and ratified into this proposal agreement.

Authorized Signature:

*Ryan Godfrey*

Ryan Godfrey, VP, GM

Proposal will be valid till:

Acceptance of Proposal: The specifications and the amount quoted above are accepted with the terms & conditions specified, including all terms and conditions listed in the addendum of this proposal You are authorized to proceed with the work.

Authorized by:

Signature:

Authorized by:

Date of Acceptance:     /     /

Signature:

\*\*\*See Addendum Attached\*\*\*

Quality Work... Affordable Prices!

## ADDENDUM TO PROPOSAL

### Required Disclosure:

1. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
2. All estimates are valid for 10 days from the date of proposal unless otherwise stated in the body of the written proposal. Upon the expiration date it will be at the Company's sole discretion to enter into this contract at the original price quoted. R&K Home Improvements, LLC, reserves the right to withdraw this proposal if the customer does not accept it within 10 days.
3. R&K Home Improvements, LLC will use due diligence in obtaining the materials at the price quoted, however, due to frequent price changes with the vendors and suppliers, R&K Home Improvements, LLC cannot guarantee the material price except on the day the proposal was submitted. Any increase in material pricing after the day of proposal will become the sole responsibility of the customer.
4. All jobs will be scheduled based on our discretion with emergency jobs taking precedence. If required, the permitting process normally can take up to a week or longer depending on zoning or code compliance issues. We will obtain all permits and post at the job site. Permits must remain posted until final inspection is completed, or property owner is liable for failed inspection cost. Finalized permits will remain with the customer for their records. No project will ensue until the applicable permits are obtained. Scheduling can also be further delayed due to weather, special order materials, and material shortages, but we will do our due diligence to make sure you are kept informed and keep the project on schedule.
5. Any requested changes to the scope of work will require a signed change order. Any unseen damage that requires repair that is not specifically noted in the body of the proposal will require a signed change order.
6. R&K Home Improvements, LLC will not be responsible for any interior damage or environmental issues discovered during or as part of the scope of our work. In event that any issues are exposed during project, work must proceed to repair the location to prevent further damage due to weather, Owner will be contacted, but work will commence at contract pricing and owner will be solely responsible for associated costs, everything will be documented.
7. During any exterior work R&K Home Improvements, LLC will take all reasonable steps in securing any exposed areas in the event of poor weather conditions such as rain, wind, thunderstorms, etc. however, any damages sustained due to Acts of God (such as micro-bursts, wind events, or rain) during the project are the responsibility of the customer and their customer's insurance.
8. The Customer or agent will provide R&K Home Improvements, LLC and any vendor with access to the job site to facilitate trucks and equipment. This price is based on our trucks or having direct access to the



building. We are not responsible for any cracks or damage to the driveway, sidewalks, pool screens, gutters or exterior landscaping. We are not responsible for any damage to any vehicles left close to our work area. In addition, we are not responsible for damage caused by falling debris. If the Customer requests an alternate placement we will not be responsible for drain fields, yard irrigation, plumbing, landscape or septic systems.

9. If a dispute shall arise between R&K Home Improvements, LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters which may be handled through arbitration or normal collection procedures, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and must be initiated within the applicable statute of limitations. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any award shall include court costs and reasonable attorney's fees to the prevailing party plus interest at the legal rate.
10. R&K Home Improvements, LLC retains the right to hold the customer liable for an unpaid balance past due. Final payment is due upon completion of the work. Finance charges of 27.9% per month will accrue on accounts not paid within 10 days of completion, or the highest amount allowed by state law. Additionally, all costs associated with past due balances to include court costs, attorney's fees, liens, any accumulated service charges will be added to the original invoice and will accrue interest accordingly. The customer acknowledges that NO warranty will be provided if payment in full is not made in accordance with the terms of this contract.

**Exclusions:**

1. Any item not specifically stated in the scope of work.
2. **WORKMANSHIP WARRANTY/INSURANCE POLICIES-** All workmanship is warranted for sixty days from the completion of the project. Any product manufacturer warranties will still apply. Warranty calls that are diagnosed to be outside of the original scope of work will be subject to a \$350.00 service call charge. The warranty is null and void if any alterations are made after completion of work. R&K Home Improvements, LLC is covered with a One-Million-dollar general liability policy issued through BiBerk by Bershire Hathaway. and all employees are fully insured on our workman's compensation policy though BiBerk by Bershire Hathaway. A certificate of insurance will be issued upon request of the homeowner or their agent in fact.
3. If this agreement is based on an insurance or warranty claim, its execution will be contingent on receipt of proceeds from the insurance agency or warranty company. Otherwise, the estimate price is based on a cash or check or Zelle transfer payment. R&K Home Improvements, LLC does not accept Cash App, Venmo, Paypal or any other third-party payment services. Payment must be made at execution of the agreement, as outlined in the body of the proposal, or as agreed to mutually in writing.

Visa, Mastercard, American Express, and Discover are accepted for payment with a convenience fee of 4.15% added to all debit and credit card payments made.



PO BOX 530489  
DEBARY, FL 32753-0489



OFFICE 386-789-1700

Section VII. Item #7.

FAX 386-789-0796  
www.davesfenceinc.com

INSTALLATION AND REPAIRS ON ALL TYPES OF FENCING

|                         |                    |               |      |       |          |
|-------------------------|--------------------|---------------|------|-------|----------|
| Proposal Submitted to : | KARL WIDMAIER      | Job Name:     | SAME | Date  | 08/19/24 |
| Street:                 | 510 KATHERINE AVE  | Job Location: | SAME |       |          |
| City, State, and Zip:   | ORLANDO, FL, 32810 | Contact:      |      |       |          |
| Phone:                  | 407-412-3564       | Bus. Phone:   |      | Cell: |          |
|                         |                    |               |      | Fax:  |          |

We Hereby Submit Specifications and Estimate For:

FURNISH AND INSTALL APPROXIMATELY 52'OF 4' & OF 166 OF 6' HIGH HEAVY DUTY, SITE BUILT WOOD FENCE.

DAVES TO APPLY FREE INITIAL WATER TREATMENT TO BOTH SIDES OF FENCE, FUTURE TREATMENT AT OWNERS E

INCLUDES 1-BOX-OUT MATERIAL COST = \$4,400 LABOR COST = \$2,000

|             |              |                     |                    |
|-------------|--------------|---------------------|--------------------|
| PVC Vinyl   | Aluminum     | Wood PRS TRT PINE   | Chain Link         |
| Style       | Style        | Style B.O.B         | Gal Black Green    |
| Height      | Height       | Height 6' HIGH      | Height             |
| Color       | Color        | Picks 5/8"X6"X6'    | Resid LghtCom Comm |
| Post        | Grade        | Runners 2"X4"X8'    | Terminals          |
| Caps        | Caps         | Post 4"X4"X8'       | Line Post          |
| Walk Gate   | Walk Gate    | Gate Post 4"X6"X10' | Top Rail           |
| Double Gate | Double Gate  | Walk Gate N/A       | Fabric             |
| Gate        | PICKET SPACE |                     | Bottom T-wire      |

**Please Read:** Wood fence has a 20 year manufacturer warranty against rot, decay, and termites. Warranty does not cover warping, splitting or cracking of any portion of the wood fence. Dave's fence recommends applying a water proofing sealant yearly to help reduce cosmetic flaws in wood products.

|             |
|-------------|
| Walk Gate   |
| Double Gate |
| Gate        |
| Locate #    |

|                                  |                  |           |                      |                         |
|----------------------------------|------------------|-----------|----------------------|-------------------------|
| GENERAL INSTALLATION INFORMATION |                  | x         | Cust Initial Drawing | YES                     |
| Permit-                          | N/A              | Clearing  | CUTOMER              | Grade Changes           |
| Survey                           | CUST. TO PROVIDE | Take Down | N/A                  | Severity                |
| Cross St                         | CAMPUS VIEW DR   | Haul Away | N/A                  | Location of Grade       |
| HOA Approval-                    | N/A              | Open Pool | NO                   | Fence Straight on top   |
| N.O.C.                           | DAVES            | Dog       | N                    | Size                    |
|                                  |                  |           |                      | Fence Contour to ground |

Requested Installation Date:

All material is guaranteed to be specified. All work to be completed in substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All materials remain the property of Dave's Fence until contract is paid in full. Right of access and removal is hereby granted in the event of non payment as agreed. Not responsible for damage to underground lines that cannot be located.

|                    |                                    |
|--------------------|------------------------------------|
| Installation Date: | ESTIMATED 4-8 WEEKS                |
| Base Price         | \$6,682 - DISC. OF \$317 = \$6,365 |
| Permit +           | \$0                                |
| N.O.C +            | \$35                               |
| Total Price =      | \$6,400                            |

According to Florida's construction Lien Law (sections 713.001-713.37, Florida statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contract in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "notice to owner." Florida's construction lien law is complex and it is recommended that, whenever a specific problem arises, you consult an attorney.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

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

|  |         |
|--|---------|
| Retainer   | \$3,200 |
| Balance due upon completion:   | \$3,200 |
| Once proposal is accepted by Dave's Fence the proposal becomes a binding contract and is not subject to cancellation |         |
| This proposal may be withdrawn by Dave's Fence if not accepted within <u>14</u> days.                                |         |
| Company Representative:<br>GRANT (321)-947-6054<br>grantz.davesfence@gmail.com                                       |         |



PO BOX 530489  
DEBARY, FL 32753-0489



OFFICE 386-789-1700

Section VII. Item #7.

FAX 386-789-0796

www.davesfenceinc.com

INSTALLATION AND REPAIRS ON ALL TYPES OF FENCING

|                         |                    |               |      |       |           |
|-------------------------|--------------------|---------------|------|-------|-----------|
| Proposal Submitted to : | KARL WIDMAIER      | Job Name:     | SAME | Date: | 8/19/2024 |
| Street:                 | 510 KATHERINE AVE  | Job Location: | SAME |       |           |
| City, State, and Zip:   | ORLANDO, FL, 32810 | Contact:      |      |       |           |
| Phone:                  | 407-412-3564       | Bus. Phone:   |      | Cell: |           |
|                         |                    |               |      | Fax:  |           |

We Hereby Submit Specifications and Estimate For:

FURNISH AND INSTALL APPROXIMATELY 52' OF 4' & 166 OF 6' HIGH HEAVY DUTY, TONGUE AND GROOVE PVC FENCE.

ALL POST 3' IN GROUND ALL POST SET IN CONCRETE. TOP & BOTTOM RAILS TO BE 8". FENCE IS BUILT ON SITE.

INCLUDES 1-BOX-OUT MATERIAL COST = \$4,800 LABOR COST = \$1,900

|   |          |                |           |                    |
|---|----------|----------------|-----------|--------------------|
| PVC Vinyl   | T&GROOVE | Aluminum       | Wood      | Chain Link         |
| Style   | PRIVACY  | Style          | Style     | Gal Black Green    |
| Height  | 4' & 6'  | Height         | Height    | Height             |
| Color   | WHITE    | Color          | Picks     | Resid LghtCom Comm |
| Post 8oc  | 5"X5"X9' | Grade          | Runners   | Terminals          |
| Caps  | FLAT     | Caps           | Post      | Line Post          |
| Walk Gate   | N/A      | Walk Gate      | Gate Post | Top Rail           |
| Double Gate   | N/A      | Double Gate    | Walk Gate | Fabric             |
| Gate  | N/A      | Picket Spacing | Gate      | Bottom T-wire      |
| <b>Please Read:</b> Wood fence has a 20 year manufacturer warranty against rot, decay, and termites. Warranty does not cover warping, splitting or cracking of any portion of the wood fence. Dave's Fence recommends applying a water proofing sealant to help reduce cosmetic flaws in wood products. |          |                |           | Walk Gate          |
|   |          |                |           | Double Gate        |
|   |          |                |           | Gate               |
|   |          |                |           | Locate #           |

|   |                 |           |   |                                  |
|---|-----------------|-----------|---|----------------------------------|
| GENERAL INSTALLATION INFORMATION  |                 |           | Cust Initial Drawing                    | YES                              |
| Permit-   | N/A             | Clearing  | CUSTOMER                                | Grade Changes                    |
| Survey  | CUST TO PROVIDE | Take Down | N/A                                     | Severity                         |
| Cross St  | CAMPUS VIEW DR  | Haul Away | N/A                                     | Location of Grade                |
| HOA Approval-   | N/A             | Open Pool | NO                                      | Fence Straight on top            |
| N.O.C.  | DAVES           | Dog       | N                                       | Size                             |
| Requested Installation Date:  |                 |           | Installation Date : ESTIMATED 4-8 WEEKS |                                  |
| All material is guaranteed to be specified. All work to be completed in substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All materials remain the property of Dave's Fence until contract is paid in full. Right of access and removal is hereby granted in the event of non payment as agreed. Not responsible for damage to underground lines that cannot be located. |                 |           | Base Price                              | \$7,118 DISC. OF \$453 = \$6,665 |
|   |                 |           | Permit +                                | \$0                              |
|   |                 |           | N.O.C +                                 | \$35                             |
|   |                 |           | Total Price =                           | \$6,700                          |

According to Florida's construction Lien Law (sections 713.001-713.37, Florida statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contract in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "notice to owner." Florida's construction lien law is complex and it is recommended that, whenever a specific problem arises, you consult an attorney.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

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

|  |         |
|--|---------|
| Retainer   | \$3,350 |
| Balance due upon completion:   | \$3,350 |
| Once proposal is accepted by Dave's Fence the proposal becomes a binding contract and is not subject to cancellation |         |
| This proposal may be withdrawn by Dave's Fence if not accepted within 14 days.                                       |         |
| Company Representative:<br><b>GRANT (321)-947-6054</b><br>grantz.davesfence@gmail.com                                |         |

Town of Eatonville



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

Property Owner Name: Karl Widmaier

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

Address: 510 Katherine Ave

Email Address: KarlEric64 @ Gmail.com

Phone Number(s): (Home) \_\_\_\_\_ (Cell) 407-412-3564

Do you currently own the property? ☒ Yes ☐ No

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

Driveway is in Complete Disrepair

Front lawn is basically Non Existence

Fencing on Both Sides of House Destroyed

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

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

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

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

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

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

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

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

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

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

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

3/26/24

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

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

3/26/24

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

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

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

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

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

Further Affiant sayeth not.

Signature  Date: 03/26/2024

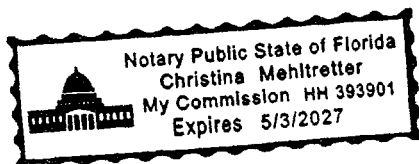
PROPERTY ADDRESS

610 Katherine Ave, Eatonville, FL - 32810

Sworn to and subscribed before me

This 26th day of March 2024

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





PO BOX 530489  
DEBARY, FL 32753-0489



OFFICE 386-789-1700

Section VII. Item #7.

FAX 386-789-0796

www.davesfenceinc.com

WOOD  
FENCE  
EST  
#1

INSTALLATION AND REPAIRS ON ALL TYPES OF FENCING

|                         |                    |               |      |       |          |
|-------------------------|--------------------|---------------|------|-------|----------|
| Proposal Submitted to : | KARL WIDMAIER      | Job Name:     | SAME | Date  | 04/02/24 |
| Street:                 | 510 KATHERINE AVE  | Job Location: | SAME |       |          |
| City, State, and Zip:   | ORLANDO, FL, 32810 | Contact:      |      |       |          |
| Phone:                  | 407-412-3564       | Bus. Phone:   |      | Cell: |          |
|                         |                    |               |      | Fax:  |          |

We Hereby Submit Specifications and Estimate For:

FURNISH AND INSTALL APPROXIMATELY 52' OF 4' & OF 166' OF 6' HIGH HEAVY DUTY, SITE BUILT WOOD FENCE.

DAVES TO APPLY INITIAL WATER TREATMENT TO BOTH SIDES OF FENCE, FUTURE TREATMENT AT OWNERS EXPENSES  
INCLUDES 1-BOX-OUT

|             |              |                     |                    |
|-------------|--------------|---------------------|--------------------|
| PVC Vinyl   | Aluminum     | Wood PRS TRT PINE   | Chain Link         |
| Style       | Style        | Style B.O.B         | Gal Black Green    |
| Height      | Height       | Height 6' HIGH      | Height             |
| Color       | Color        | Picks 5/8"X6"X6'    | Resid LghtCom Comm |
| Post        | Grade        | Runners 2"X4"X8'    | Terminals          |
| Caps        | Caps         | Post 4"X4"X8'       | Line Post          |
| Walk Gate   | Walk Gate    | Gate Post 4"X6"X10' | Top Rail           |
| Double Gate | Double Gate  | Walk Gate N/A       | Fabric             |
| Gate        | PICKET SPACE |                     | Bottom T-wire      |

Please Read: Wood fence has a 20 year manufacturer warranty against rot, decay, and termites. Warranty does not cover warping, splitting or cracking of any portion of the wood fence. Dave's fence recommends applying a water proofing sealant yearly to help reduce cosmetic flaws in wood products.

Walk Gate

Double Gate

Gate

Locate #

GENERAL INSTALLATION INFORMATION

x

Cust Initial Drawing YES

|               |                  |           |         |
|---------------|------------------|-----------|---------|
| Permit-       | N/A              | Clearing  | CUTOMER |
| Survey        | CUST. TO PROVIDE | Take Down | N/A     |
| Cross St      | CAMPUS VIEW DR   | Haul Away | N/A     |
| HOA Approval- | N/A              | Open Pool | NO      |
| N.O.C.        | DAVES            | Dog       | N       |
|               |                  | Size      |         |

Grade Changes YES

Severity MINOR

Location of Grade SIDES

Fence Straight on top YES

Fence Contour to ground NO

Requested Installation Date:

All material is guaranteed to be specified. All work to be completed in substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All materials remain the property of Dave's Fence until contract is paid in full. Right of access and removal is hereby granted in the event of non payment as agreed. Not responsible for damage to underground lines that cannot be located.

Installation Date: ESTIMATED 4-8 WEEKS

Base Price \$6,682 - DISC. OF \$317 = \$6,365

Permit + \$0

N.O.C + \$35

Total Price = \$6,400

According to Florida's construction Lien Law (sections 713.001-713.37, Florida statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contract in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "notice to owner." Florida's construction lien law is complex and it is recommended that, whenever a specific problem arises, you consult an attorney

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

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

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

Retainer

\$3,200

Balance due upon completion:

\$3,200

Once proposal is accepted by Dave's Fence the proposal becomes a binding contract and is not subject to cancellation

This proposal may be withdrawn by Dave's Fence if not accepted within 21 days.

Company Representative:

GRANT (321)-947-6054

grantz.davesfence@gmail.com

PO BOX 530489  
DEBARY, FL 32753-0489



OFFICE 386-789-1700

Section VII. Item #7.

FAX 386-789-0796

www.davesfenceinc.com

VISA

MasterCard



INSTALLATION AND REPAIRS ON ALL TYPES OF FENCING

Proposal Submitted to : KARL WIDMAIER Job Name: SAME Date: 4/2/2024  
Street: 510 KATHERINE AVE Job Location: SAME  
City, State, and Zip: ORLANDO, FL, 32810 Contact:  
Phone: 407-412-3564 Bus. Phone: Cell: Fax:

We Hereby Submit Specifications and Estimate For:

FURNISH AND INSTALL APPROXIMATELY 52' OF 4' & 166' OF 6' HIGH HEAVY DUTY, TONGUE AND GROOVE PVC FENCE.

ALL POST 3" IN GROUND ALL POST SET IN CONCRETE. TOP & BOTTOM RAILS TO BE 8". FENCE IS BUILT ON SITE.  
INCLUDES 1-BOX-OUT

|                    |                |           |                    |
|--------------------|----------------|-----------|--------------------|
| PVC Vinyl T&GROOVE | Aluminum       | Wood      | Chain Link         |
| Style PRIVACY      | Style          | Style     | Gal Black Green    |
| Height 4' & 6'     | Height         | Height    | Height             |
| Color WHITE        | Color          | Picks     | Resid LghtCom Comm |
| Post 8oc 5"X5"X9'  | Grade          | Runners   | Terminals          |
| Caps FLAT          | Caps           | Post      | Line Post          |
| Walk Gate N/A      | Walk Gate      | Gate Post | Top Rail           |
| Double Gate N/A    | Double Gate    | Walk Gate | Fabric             |
| Gate N/A           | Picket Spacing | Gate      | Bottom T-wire      |

**Please Read:** Wood fence has a 20 year manufacturer warranty against rot, decay, and termites. Warranty does not cover warping, splitting or cracking of any portion of the wood. Dave's Fence recommends applying a water proofing sealant to help reduce cosmetic flaws in wood products.

Walk Gate

Double Gate

Gate

Locate #

GENERAL INSTALLATION INFORMATION

|                         |                   |                             |
|-------------------------|-------------------|-----------------------------|
| Permit- N/A             | Clearing CUSTOMER | Cust Initial Drawing YES    |
| Survey CUST TO PROVIDE  | Take Down N/A     | Grade Changes YES           |
| Cross St CAMPUS VIEW DR | Haul Away N/A     | Severity MINOR              |
| HOA Approval- N/A       | Open Pool NO      | Location of Grade SIDES     |
| N.O.C. DAVES            | Dog N Size        | Fence Straight on top NO    |
|                         |                   | Fence Contour to ground YES |

Requested Installation Date:

All material is guaranteed to be specified. All work to be completed in substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All materials remain the property of Dave's Fence until contract is paid in full. Right of access and removal is hereby granted in the event of non payment as agreed. Not responsible for damage to underground lines that cannot be located.

Installation Date : ESTIMATED 4-8 WEEKS

Base Price \$7,118 DISC. OF \$453 = \$6,665

Permit + \$0

N.O.C + \$35

Total Price = \$6,700

According to Florida's construction Lien Law (sections 713.001-713.37, Florida statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "notice to owner." Florida's construction lien law is complex and it is recommended that, whenever a specific problem arises, you consult an attorney.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

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

Retainer

\$3,350

Balance due upon completion:

\$3,350

Once proposal is accepted by Dave's Fence the proposal becomes a binding contract and is not subject to cancellation

This proposal may be withdrawn by Dave's Fence if not accepted within 21 days.

Company Representative:  
**GRANT (321)-947-6054**  
grantz.davesfence@gmail.com

Vinyl  
Fence  
EST  
#1



\* WOOD and Vinyl Same price

Section VII. Item #7.



2nd  
Fence  
Est.

# ESTIMATE

# EST-000351

**FROM:**

**Freedom & ASAP FENCE**

6024 Sand Pines Estates Boulevard

Orlando, FL, 32819

Email: joe@fencingcfl.com

Phone: (407) 498-9632

Estimate Date: Apr 03, 2024

Expiry Date: Apr 17, 2024

**TO:**

**Karl**

510 Katherine Avenue

Orlando, FL, 32810

Phone: (407) 412-3564

**JOB LOCATION:**

**Karl**

510 Katherine Avenue

Orlando, FL, 32810

Phone: (407) 412-3564

**JOB:**

| # | Materials  | Qty  | Price      | Discount | Tax (%) | Total      |
|---|--|------|------------|----------|---------|------------|
| 1 | White Vinyl Privacy Fence. 6ft Tall<br>240ft<br>6ft tall white vinyl, American Made<br>Permitting<br>Professional Installation<br>**Transition will occur at front corner of house** | 1.00 | \$6,250.00 | \$0.00   | No Tax  | \$6,250.00 |

\*\*Assumes clear fenceline, will assess trees/brush in person\*\*

| # | Services  | Qty  | Price      | Discount | Tax (%) | Total      |
|---|---|------|------------|----------|---------|------------|
| 2 | 4ft tall, white vinyl privacy<br>56ft<br>4ft tall white vinyl, American Made<br>Permitting<br>Professional Installation<br>**Transition will occur at front corner of house** | 1.00 | \$1,750.00 | \$0.00   | No Tax  | \$1,750.00 |

\*\*Transition will occur at front corner of house\*\*

\*\*Assumes clear fenceline, will assess trees/brush in person\*\*

|                         |                   |
|-------------------------|-------------------|
| Subtotal                | \$8,000.00        |
| <b>Grand Total (\$)</b> | <b>\$8,000.00</b> |

**Accepted payment methods**

Credit Card, Check, Cash, Direct Deposit, PayPal, Consumer Financing

**Message**

Fence lines to be clear of trees/shrubs and any obstacles prior to installation. Installers need 3' clear landscape path with no obstacles on fence lines. Obstructions such as sheds, chicken coops, automobiles, boats, or any other objects not mentioned are require and additional fee.

**Terms**

Estimates are valid for 14 days.

Satellite estimates are subject to on-site confirmation of measurements and sitework such as roots which may require extra labor. If changes to your estimate are required you are not obligated to any increase in price. A change order will be presented which you can either approve or request a refund of your deposit. Our customers have overwhelming preferred the speed and convenience of this two step process.

Payment is due as COD upon completion for all installations and repairs unless stated otherwise on estimate.

Non payment fees: A \$35 Admin Fee and 1.5% Finance Charge will be added to any invoice past due. Plus a \$25 per month late fee will apply. After 14 days of non payment a notice to owner shall be filed on all residential projects resulting in additional fee's of \$10 mailing fee and \$75 notice owner fee

Payments other than ACH/Check or equivalent: A fee of 3% for credit card and 6% fee for financing will be added at the time of invoicing.

Retainage: In the event client has a small "punch list items" to be completed after installation. Client understands that are obligated to pay bill in full at time of installation, but may request to withhold a 10% retainage until the original scope of work is complete.

"This written document in addition to your provided fence layout contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to the subject matter herein. In the event of conflict the eagle eye view layout shall take precedent. No modification, amendment, waiver, or discharge of any provision of this agreement shall be effective unless in writing and signed by both parties."

If you request a change in layout or scope "GET IT IN WRITING". This protects us and you from miscommunication and misunderstanding so that contracts never have to be used.

Satellite estimate deposits are refundable until onsite verification. Special order deposits are non-refundable after onsite verification and order placement.

Customer takes all responsibility for obtaining HOA approvals and making sure the fence meets all guidelines. ASAP Fence may assist the customer with HOA approval submissions but ultimate responsibility for HOA compliance falls with the homeowner/property owner/client.

This quote is valid for the next 14 days, after which values may be subject to change.

Final payment is due upon completion of project unless otherwise agreed.

Fence lines to be clear of trees/shrubs and any obstacles prior to installation. Installers need 3' clear landscape path with no obstacles on fence lines. Obstructions such as sheds, chicken coops, automobiles, boats, or any other objects not mentioned are require and additional fee.

We DO NOT take ANY responsibility for locating or damage to private lines (ie. irrigation, septic, gate, water,

waste, low voltage/landscape).

We are not a licensed irrigation contractor. In the event of an irrigation repair, customer acknowledges we are not responsible for workmanship on sprinkler repairs and provide no implied or expressed warranty of the function of said repairs. The customer is welcome to contact a professional irrigation company to make sure repairs.

Fence placement: Final fence placement is the property owners responsibility. Installer/Estimators may locate property pins and recommend placement, this DOES NOT transfer responsibility for the placement of your fence to our entity. Verifying property lines and obtaining surveys is the customers responsibility. If in doubt, call a survey to have your property lines properly marked. Especially if you have a hostile neighbor! They WILL fight you over 1".

#### Workmanship Warranties:

We offer no workmanship warranty on wood fence materials.

Vinyl/Chainlink/Aluminum fence carries a workmanship warranty of 1 year unless specifically stated in this estimate.

For material warranty see manufacturers policy.

#### Cancellation Policy

You will receive a full refund in the event of cancellation except for project planning related expenses and restocking fees for special order and fabrication items as follows:

Custom fabrication - orders such as estate gates are non-refundable. In some cases we may offer an exception but are not obligated to do so. Custom work can rarely be reused by us. Examples of customer fabrication include but are not limited to bronze aluminum fence, most commercial/industrial work, puppy picket, some vinyl coated chain-link fabrics, all estate, cantilevel, and roll gates.

HOA submission packet - Cancelling after HOA docks and layouts have been prepped for you submission incur a \$250 fee upon job cancellation. Your HOA will also be notified that we are no longer your installation contractor as your application is tied to our insurance.

Permitting - Permit fees are non-refundable as they are paid to a 3rd party. In the event of a cancellation you will receive a \$75 fee to process and submit the change of contractor form on your outstanding permit or permit application

Cancellation week of installation - Materials preparation for installations is an extensive process. Your materials must be prepped for transport in the appropriate quantities. Once packed, they must be unpacked and reallocated to be used on another job. cancellations week of for stock material jobs will incur a \$250 materials prep charge.

EST #3  
WOOD

## Quote #902963

### Fence Installation

ORDER ID      ORDER ADDRESS  
#403313      510 Katherine Ave, Orlando, FL 32810, USA

LICENSES

SALES REP      SENT AT      EXPIRES AT  
Katherine Loadina Febriel Mateo      Apr 4, 2024, 09:56 pm      Apr 20, 2024, 06:59 am



## Project Scope



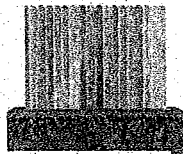
3D

### **A** Side

Length: 26 ft.

Finish Height of 4'; Nail Up, Side by Side with Gap of 0.5", Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 2 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**\$661.00**



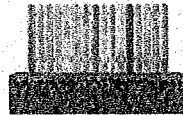
3D

### **B** Side

Length: 27 ft.

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**\$680.00**



3D

### **C** Side

Length: 20 ft.

Finish Height of 4'; Nail Up, Side by Side with Gap of 0.5", Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 2 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**\$513.00**



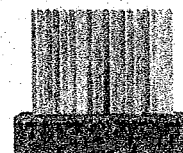
3D

### **D** Side

Length: 20 ft.

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**\$564.00**



3D

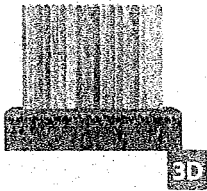
### **E** Side

Length: 2 ft.

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**\$120.00**

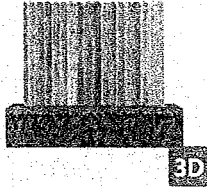
Length: 2 ft.

**\$120.00****F Side**

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**G Side**

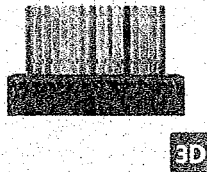
Length: 2 ft.

**\$120.00**

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**H Side**

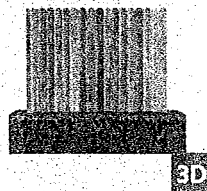
Length: 5 ft.

**\$196.00**

Finish Height of 4'; Nail Up, Side by Side with Gap of 0.5", Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 2 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**I Side**

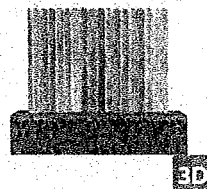
Length: 30 ft.

**\$769.00**

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away

**J Side**

Length: 24 ft.

**\$550.00**

Finish Height of 6'; Nail Up, Side by Side, Dog Ear 1"x6" Pressure Treated Pine Pickets, 4"x4" PT Pine Posts 3 Pressure Treated Pine 2"x4" Rails, No Demo and No Haul Away



**Project Footnotes**

- To avoid any delays to your fence project, please be sure to clear 2 feet of space on both sides of the fence line(s) by removing or cutting back any vegetation and relocating any objects prior to the day of installation
- Due to the nature of building and providing a quote remotely, anything that is not discussed, clarified, or captured on the remote onsite assessment may require a change of order upon site inspection

**Total: \$4,293.00<sup>+</sup>**

© 2024 Ergeon Inc.

Ergeon Inc. 2024-01-10 10:00 AM

## Project notes

### Why choose us?

- ✓ We guarantee the quality of our work through our industry leading warranty and source high quality materials to ensure a long lasting construction.
- ✓ You will have an assigned project manager to coordinate your installation and our customer service desk will be available to assist Monday through Sunday.

### Important things to consider

- All lumber sizes are stated in nominal dimensions not actual measurements, this is part of the industry standard, please allow a small tolerance in case there is a few inches difference in the final measurements or fence height.
- As part of our due diligence we request a dig clearance to identify underground public utility pipes, avoiding any unwanted incidents. Please make sure to verify and point out property boundaries, buried private lines (gas, water or electric) or objects and sprinklers.
- Lastly, please, arrange a 2ft clearance is provided along the fence line (cutting back vegetation and removing objects such as: household articles, river rocks, mulch among others) otherwise the project may be delayed causing additional charges.

CUSTOMER

Karl Widneyer

ADDRESS

510 Katherine Ave, Orlando, FL  
32810, USA

PHONE

(407) 412-3564

EMAIL

karleric64@gmail.com



## After you approve the quote



### Scheduling

After accepting your quote, our project management team will be in touch with you **within a week** to discuss next steps, and get you scheduled as soon as possible!



### Initial walkthrough

The day of the project start, we ask you to please be home between 8–10am, so you can go over the project specifications with our installer.



### Final walkthrough and sign off

At the end of the job, we'll do a final walkthrough to confirm you're happy with the project and get your sign off.



### Billing

You will be charged after you sign off on your project. Payments made via check will be subject to an additional transaction fee.

Section VII. Item #7.

Property Record - 34-21-29-1227-00-370

Orange County Property Appraiser • <http://www.ocpafl.org>

Property Summary as of 08/07/2024

**Property Name**  
510 Katherine Ave

**Names**  
Widmaier Karl-Eric C

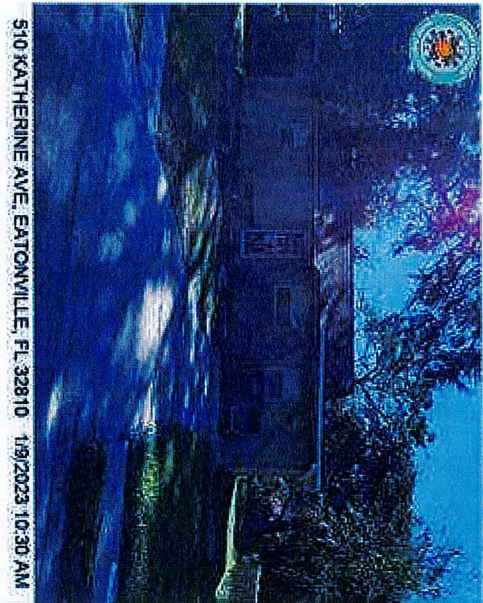
**Municipality**  
EVL - Eatonville

**Property Use**  
0103 - Single Fam Class III

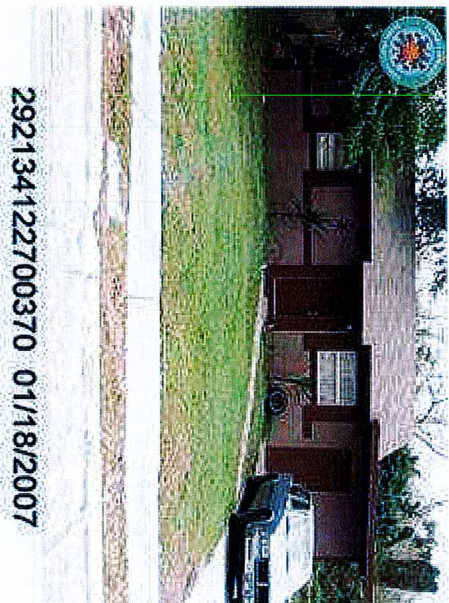
**Mailing Address**  
510 Katherine Ave  
Orlando, FL 32810-6207

**Physical Address**  
510 Katherine Ave  
Orlando, FL 32810

OR  
QR  
Code  
For  
Mobile  
Phone

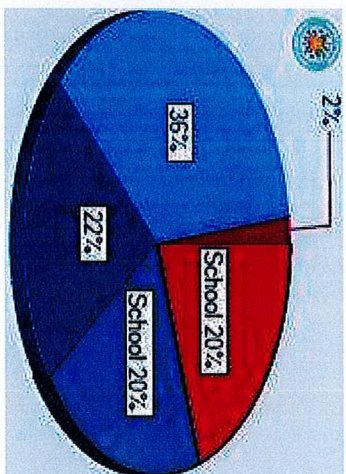
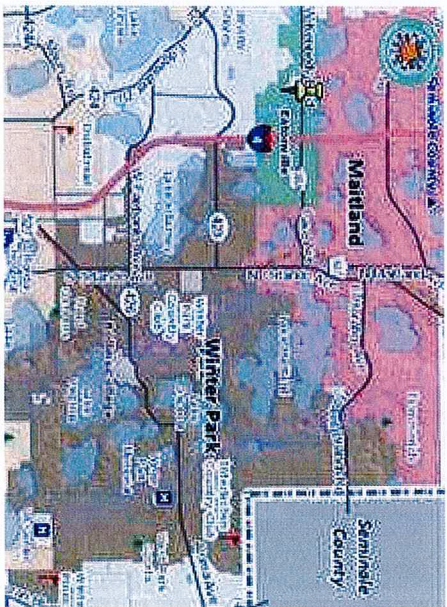


510 KATHERINE AVE, EATONVILLE, FL 32810 1/9/2023 10:30 AM




















292134122700370 01/18/2007

## Section VII. Item #7.



## Value and Taxes

### Historical Value and Tax Benefits

| Tax Year Values   |   | Land               |   | Building(s)   |   | Feature(s)            |  | Market Value |       | Assessed Value |  |
|-------------------|---|--------------------|---|---------------|---|-----------------------|--|--------------|-------|----------------|--|
| 2023              |     | \$40,000           | + | \$103,141     | + | \$0 = \$143,141 (72%) |  | \$143,141    | (82%) |                |  |
| 2022              |     | \$32,500           | + | \$50,741      | + | \$0 = \$83,241 (11%)  |  | \$78,574     | (10%) |                |  |
| 2021              |     | \$30,000           | + | \$45,058      | + | \$0 = \$75,058 (4.4%) |  | \$71,431     | (10%) |                |  |
| 2020              |     | \$30,000           | + | \$41,920      | + | \$0 = \$71,920        |  | \$64,937     |       |                |  |
| Tax Year Benefits |   | Original Homestead |   | Additional Hx |   | Other Exemptions      |  | SOH Cap      |       | Tax Savings    |  |
| 2023              |    | \$25,000           |   | \$25,000      |   | \$0                   |  | \$0          |       | \$775          |  |
| 2022              |     | n/a                |   | n/a           |   | n/a                   |  | n/a          |       | \$57           |  |
| 2021              |     | n/a                |   | n/a           |   | n/a                   |  | n/a          |       | \$45           |  |
| 2020              |     | n/a                |   | n/a           |   | n/a                   |  | n/a          |       | \$86           |  |

### 2023 Taxable Value and Certified Taxes

|                                    |            |           |           |                 |            |      |  |  |  |
|------------------------------------|------------|-----------|-----------|-----------------|------------|------|--|--|--|
| Section VII. Item #7.              |            |           |           |                 |            |      |  |  |  |
| g Authority                        | Assd Value | Exemption | Tax Value | Millage Rate    | Taxes      | %    |  |  |  |
| c Schools: By State Law (Rle)      | \$143,141  | \$25,000  | \$118,141 | 3.1730 (-1.28%) | \$374.86   | 20 % |  |  |  |
| c Schools: By Local Board          | \$143,141  | \$25,000  | \$118,141 | 3.2480 (0.00%)  | \$383.72   | 20 % |  |  |  |
| ge County (General)                | \$143,141  | \$50,000  | \$93,141  | 4.4347 (0.00%)  | \$413.05   | 22 % |  |  |  |
| Of Eatonville                      | \$143,141  | \$50,000  | \$93,141  | 7.2938 (0.00%)  | \$679.35   | 36 % |  |  |  |
| Property - Operating Budget        | \$143,141  | \$50,000  | \$93,141  | 0.3748 (0.00%)  | \$34.91    | 2 %  |  |  |  |
| St Johns Water Management District | \$143,141  | \$50,000  | \$93,141  | 0.1793 (-9.17%) | \$16.70    | 1 %  |  |  |  |
|                                    |            |           |           | 18.7036         | \$1,902.59 |      |  |  |  |

2023 Non-Ad Valorem Assessments

| Levying Authority                       | Assessment Description | Units | Rate | Assessment |
|---|------------------------|-------|------|------------|
| There are no Non-Ad Valorem Assessments |                        |       |      |            |

Tax Savings

2024 Estimated Gross Tax Total: \$1,988.17  
Your property taxes without exemptions would be \$2,837.73  
Your ad-valorem property tax with exemptions is – \$1,988.17  
Providing You A Savings Of = \$849.56

Property Features

Property Description

CATALINA PARK SUB Y/106 LOT 37

Total Land Area

7,064 sqft (+/-) | 0.16 acres (+/-) GIS Calculated

Land

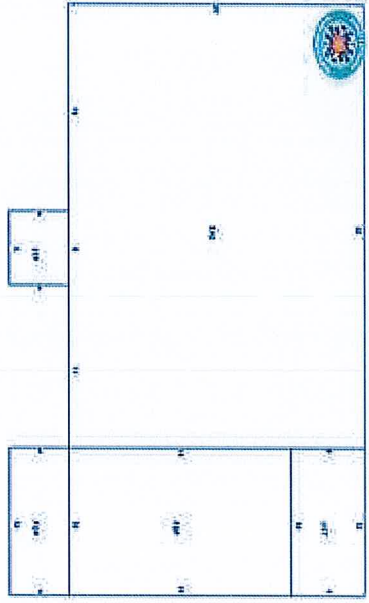
| Land Use Code        | Zoning | Land Units | Unit Price | Land Value | Class Unit Price | Class Value |
|----------------------|--------|------------|------------|------------|------------------|-------------|
| 0100 - Single Family | R-2    | 1 LOT(S)   | working... | working... | working...       | working...  |



Section VII. Item #7.

|                    |  |
|--------------------|--|
| Buildings          |  |
| Parcel Code        | 01 - Single Fam Residence              |
| Assessing Value    | 0103 - Single Fam Class III working... |
| Estimated New Cost | working...                             |
| Actual Year Built  | 1962                                   |
| Beds               | 3                                      |
| Baths              | 1.0                                    |
| Floors             | 1                                      |
| Gross Area         | 860 sqft                               |
| Living Area        | 750 sqft                               |
| Exterior Wall      | Conc/Cindr                             |
| Interior Wall      | Plastered                              |

|                     |      |            |
|---------------------|------|------------|
| Subarea Description | Sqft | Value      |
| BAS - Base Area     | 600  | working... |
| FEP - F/Enc Prch    | 150  | working... |
| FOP - F/Opn Prch    | 40   | working... |
| STP - Stoop         | 20   | working... |
| UST - Unf Storang   | 50   | working... |



Extra Features

Description Date Built  
There are no extra features associated with this parcel

Services for Location

TPP Accounts At Location

Account Market Value  
There are no TPP Accounts associated with this parcel.

Schools

Edgewater (High School)  
Principal

Heather Haas Kreider

Taxable Value

| Units | Unit Price | XFOB Value |
|-------|------------|------------|
|-------|------------|------------|



Section VII. Item #7.

Office Phone

407.835.4900

2023: | 2022: C | 2019: B

Perford (Elementary)

Letecia Harris

407.623.1430

2023: | 2022: C | 2019: C

Principal

Office Phone

Grades

Lockhart (Middle School)

Principal

Farah Henderson

407.296.5120

2023: | 2022: C | 2019: C

Office Phone

Grades

Utilities/Services

Electric

Duke Energy

Water

Eatonville

Recycling (Friday)

Orange County

Trash (Thursday)

Orange County

Yard Waste (Friday)

Orange County

Elected Officials

County Commissioner

Christine Moore

School Board Representative

Karen Castor Dentel

State Senate

Geraldine F. "Gerl" Thompson

State Representative

Anna Eskamani

US Representative

Maxwell Alejandro Frost

Orange County Property

Amy Mercado

Appraiser

Nearby Amenities (1 mile radius)

ATMS

1

|                                   |    |
|-----------------------------------|----|
| Section VII. Item #7.             |    |
| Business & Financial Institutions | 5  |
| Beauty Shops                      | 3  |
| Beauty Salons                     | 4  |
| Child Daycare                     | 7  |
| Dry Cleaners                      | 1  |
| Gas Stations                      | 2  |
| Grocery Store                     | 1  |
| Nail Salons                       | 1  |
| Pharmacy                          | 1  |
| Restaurants                       | 27 |

Market Stats

Sales Within Last 1 Year

Catalina Park

| Sales Within Last 6 Months |              |              | Sales Between 6 Months To One Year |       |              |
|----------------------------|--------------|--------------|------------------------------------|-------|--------------|
| Count                      | Median       | Average      | Volume                             | Count | Median       |
| Single Family 2            | \$254,500    | \$254,500    | \$509,000                          | 1     | \$210,000    |
| Residential                | (\$316/SqFt) | (\$316/SqFt) |                                    |       | (\$225/SqFt) |

Catalina Park (All Phases)

| Sales Within Last 6 Months |              |              | Sales Between 6 Months To One Year |       |              |
|----------------------------|--------------|--------------|------------------------------------|-------|--------------|
| Count                      | Median       | Average      | Volume                             | Count | Median       |
| Single Family 7            | \$245,000    | \$242,200    | \$1,695,400                        | 5     | \$245,000    |
| Residential                | (\$273/SqFt) | (\$256/SqFt) |                                    |       | (\$255/SqFt) |



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### SEPTEMBER 19 2024 AT 6:30 PM

### Cover Sheet

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

**ITEM TITLE:** Approval of Resolution CRA-R-2024-36 Approving The Eatonville Police Departments request for the usage of Two CRA vacant lots to host a free National Night Out Community Event. (**Administration**)

**COMMUNITY REDEVELOPMENT ACTION:**

|                       |     |  |
|-----------------------|-----|--|
| <b>CRA DECISION</b>   | YES | <b>Department:</b> ADMINISTRATION  |
| <b>CONSENT AGENDA</b> |     | <b>Exhibits:</b> <ul style="list-style-type: none"> <li>Resolution CRA-R-2024-36</li> <li>Email</li> </ul> |
| <b>NEW BUSINESS</b>   |     |  |
| <b>ADMINISTRATIVE</b> |     |  |
| <b>CRA DISCUSSION</b> |     |  |

**REQUEST:** Approval of Resolution CRA-R-2024-36 Approving The Eatonville Police Departments request for the usage of Two CRA vacant lots to host a free National Night Out Community Event.

**SUMMARY:** The Eatonville Police Department wants to host a free community event including various health, education, and employment information as well as resource opportunities.

**RECOMMENDATION:** To approve law enforcement event on CRA property.

**FISCAL & EFFICIENCY DATA:**

**RESOLUTION #CRA-R-2024-36**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS FOR THE EATONVILLE POLICE DEPARTMENT SPECIAL EVENTS GRANT PROGRAM FUNDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the TOECRA Board of Directors do hereby approve use of Two CRA vacant lots to host an event by the Eatonville Police Department on October 8<sup>th</sup>, 2024, from 6pm-8pm.

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

**SECTION ONE: OVERVIEW:** The Eatonville Police Department is hosting a National Night out Community Event funded by Simply Healthcare Plans. The Eatonville Police Department wants to host a free community event including various health, education, and employment information as well as resource opportunities for the Eatonville Community.

**SECTION TWO: PROGRAM SUMMARY:** The TOECRA recognizes that it takes the collective efforts to support the Eatonville Police Department for promotional goals in The Town of Eatonville.

**SECTION THREE: FUNDING:** Budget Amendment up to Two Thousand Dollars (\$2,000) a donation from Simply Healthcare Plans to serve the community.

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

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

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

**PASSED AND ADOPTED on this 19<sup>th</sup> day of September 2024.**

---

**Wanda Randolph, Chair**

ATTEST:

---

**Veronica L. King, Town Clerk**



These branches need to be trimmed back in order for stage to be driven onto the lot for placement.

