



# HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY AGENDA

Thursday, July 20, 2023 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

- 
- I. CALL TO ORDER
  - II. ROLL CALL
  - III. INVOCATION AND PLEDGE OF ALLEGIANCE
  - IV. PUBLIC PARTICIPATION (Three minutes strictly enforced)
  - V. CONSENT AGENDA
    1. Approval of TOECRA Meeting Minutes – June 15, 2023
  - VI. BOARD DISCUSSION
    2. **Present** and Discuss of A Community Land Trust
    3. To Discuss Neighborhood Stabilization
    4. To Discuss the Residential Demolition Grant
  - VII. BOARD DECISIONS
    5. Approval of the U.S. Department of Housing and Urban Development Grant for the Economic Development Initiative (**Administration**)
    6. Approval of Bylaws of the Town of Eatonville Community Redevelopment Agency (**Administration**)
    7. Approval of Funding for the Paint, Plant and Pave Program (**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**

**JULY 20, 2023 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 CRA Meeting Minutes – June 15, 2023

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> LEGISLATIVE (CLERK’S OFFICE)
<b>CONSENT AGENDA</b>	YES	<b>Exhibits:</b> <ul style="list-style-type: none"><li>CRA Meeting Minutes – June 15, 2023</li></ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of the CRA Meeting Minutes for the June 15, 2023 meeting.

**SUMMARY:** The CRA Meeting was held on the 3<sup>rd</sup> Thursday, June 15, 2023, 6:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

**RECOMMENDATION:** For Board of Directors to approve the June 15, 2023 CRA meeting minutes.

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## COMMUNITY REDEVELOPMENT AGENCY

### MEETING MINUTES

Thursday, June 15, 2023 at 6:30 PM

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

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

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

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

**PRESENT:** (5) Chair Angie Gardner, Vice-Chair Rodney Daniels, Director Ruthie Critton, Director Wanda Randolph, Director Marlin Daniels (**Not In Attendance:** Director Leviticus Henderson, Director Theo Washington)

**STAFF:** (6) Nicole Bonds, **CRA Executive Director**, Veronica King, **Town Clerk**, Greg Jackson, **Attorney**, Robert Jones, **EPD Officer**, Demetrius Pressley, **Interim Chief Administrative Officer**, Katrina Gibson, **Finance Director**

#### INVOCATION AND PLEDGE OF ALLEGIANCE

Chair Gardner led the invocation through a Moment of Silence followed by the Pledge of Allegiance

#### PUBLIC PARTICIPATION - (The Three-minute rule was strictly enforced)

**NY Nithiri – (Funding for Zora)** – Chair Gardner invited NY Nithiri to the podium and indicated that the board could not vote on the matter of approving funds for Zora; it was not noticed on the agenda. A special meeting can be established given there is a quorum; Attorney Jackson will research and provide legal opinion on the appropriateness of the CRA giving monies towards a festival (FS.163.370 was referenced by Councilwoman Randolph as not being permitted). Upon a favorable legal opinion and compilation of information requested by the board, a special meeting proposed for June 20<sup>th</sup> at 5:30pmp will be determined if quorum requirements are met. Information being requested is the last five years of funding from the Town and CRA towards PEC/Zora Festival to include a detailing of the expenditures, what the funds will be used for; Clerk will forward email NY Nithiri to the Board. A budget adjustment will be needed to accommodate the request.

**Louissteen Cummings – (Funds for Zora)** Concerns about coming to the board at the late as the last minute to request funds.

**APPROVAL CONSENT AGENDA** – Chair Gardner Motions to approve Consent Agenda for approval of TOECRA Meeting Minutes for 5-18-2023; Moved by Director M. Daniels; Second by Ruthie Critton; **AYE: ALL, MOTION PASSES.**

#### BOARD DISCUSSION

Discussion of Monthly Financial Report – Financial report is current as of Tuesday, June 12<sup>th</sup>. Ms. Bonds yielded to Mrs. Gibson answering questions about the budget, specific to the TIFF and associated rebate, FICA Taxes,

Contractual Services, and Rental Leases. Ms. Bonds and Mrs. Gibson will get together to reformat the report so that it is better to read and interpret. The board is calling for a more accurate budget report.

Discussion of Bylaws of the TOECRA (Administration) – Attorney Jackson facilitated the review and discussion of the revised drafted Bylaws. Attorney Jackson will update the draft with the requested changes and send a copy to Ms. Bonds and Mrs. King for further board review. Will come back to the board during the next scheduled meeting in July. The following reflects changes requested of the board:

- **ARTICLE 2: GENERAL**
  - 2.3 – Add/adjust language to reflect appointment by the Town
  - 2.3 – Add the appropriate language that indicates that each board member shall hold office until his or her successor has been appointed and must meet all qualifications
- **ARTICLE 3: OFFICERS AND EMPLOYEES**
  - 3.3 – Add definition that clarifies what is meant by “disability.”
  - 3.4.1 – Add language that speaks to the Executive Director having the responsibility of setting the meeting agenda.
  - 3.4.2 – Increase purchase order over \$500 to \$2000.
  - 3.7.2 – Remove Special Counsel
- **ARTICLE 4: MEETINGS:**
  - 4.4.2 – Change from two (2) Board members to three (3) Board members
  - 4.4.2 – Add the 72 hours required notice period.
  - 4.3 – Add language indicating that meeting must be identified as an Emergency Meeting.
  - 4.4 – Change to reflect waiver of notice for non-voting matters
  - 4.6 – Remove “ and eligible”
- **ARTICLE 5: CONTRACTS**
  - 5.1 – add appropriate language with examples of types of instruments i.e., MOU, Agreements, etc.
  - 5.2 – Remove and combine language with section 6.8
  - 5.3 – Add the appropriate language indicating procedures must be consistent with the town policies and procedures
- **ARTICLE 6: FISCAL MATTERS**
  - 6.8 – Update to reflect language from section 5.2
  - 6.8 – Add example of market value
- **ARTICLE 7: COMMITTEES**
  - 7.1 – Review the corresponding section in the 2017 bylaws’ on criteria breakdown for possible inclusion
- **ARTICLE 8: AMENDMENTS**
  - 8.1 – Add appropriate language indicating that the Bylaws will be subject to annual review.



STAFF REPORTS

**Nicole Bonds** - Executive Director – Auditor has been given all information on the contract payout to Mr. Johnson for further research and possible findings, tomorrow a seven-day eviction will be served on the Dixon property, human resources has been asked to post the position for Executive Director, the MIT 128 Infrastructure required policy and procedure updates (to be presented at the Town Council meeting for approval), the CRA office will move to town hall next week (AC is not working, notice will be placed on Facebook, both the town and CRA website, and water bill).

**Attorney Greg Jackson** – Will do further research into CRA Funds being used for festivals and street parties; read an opinion from an Attorney General (Bill McCollum) on this matter for the downtown Sanford area.

BOARD REPORTS

- 1. **Director Ruthie Critton** – Requesting status of the procedures for EPD having authorization to execute a trespass on residential property; was told by a member of the EPD department that there is a blanket authority policy.
- 2. **Director M. Daniels** – The CRA is heading in a positive way; the only concern is to make sure the financial report is up to date.
- 3. **Director Wanda Randolph** – Need accuracy of information, requesting an update on the 2015 CRA Plan and the Comprehensive plan 2018-2038; are they active (the CRA 2015 plan was never approved by Orange County resulting in a default to the 1997 plan.- needs to be updated). Observed the CRA website, Mainstreet is represented on the website and live to receiving donation; Mainstreet needs to be dismantled. Request a review of the site updates; Coleman’s Pizza and membership dues are items to be removed (Councilwoman will call Ms. Bonds to further discuss). Reminded everyone of the Juneteenth events and activities starting tomorrow night (Friday, Saturday, and Monday).
- 4. **Vice Mayor R. Daniels** – Would like to know if the CRA funds are permissible to assist Zora; the town not helping the Zora Festival is inaccurate. Statements indicating that the town has not given back need to stop. The town has helped and partnered in various ways including In kind donations; only allowed for \$1 for permitting and vending, road closures, etc. How much revenue and resources has been brought to the town?
- 5. **Chair Angie Gardner** – No Report

**ADJOURNMENT** Chair Gardner Motions for Adjournment of Meeting (Moved by Director M. Daniels; Second by Director Critton; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:32 P.M.**

Respectfully Submitted by:

APPROVED

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

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



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JULY 20, 2023 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 and Discussion of A Community Land Trust

**COMMUNITY REDEVELOPMENT ACTION:**

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

**REQUEST:** To hear and discuss presentation on the benefits of a Community Land Trust (CLT).

**SUMMARY:** Florida’s affordability gap continues to expand with the price of housing growing at a faster rate than incomes. At the same time, the cost to produce housing continues to rise and expiring affordability periods for most funding sources leads to the potential loss of affordable units that will be more difficult to replace.

Community land trusts and other shared equity models are tools to preserve investments and create a permanent stock of affordable housing. A community land trust is a nonprofit, community-based organization that works to provide permanently affordable homeownership opportunities. A CLT acquires land and removes it from the speculative, for-profit, real estate market. CLTs hold the land they own “in trust” forever for the benefit of the community.

**RECOMMENDATION:** Administration requests that the TOECRA Board hear and discuss a presentation on creating an Eatonville Community Land Trust.

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




---

---

---


---

---

---

---

### KEY POINTS



- BUY THE HOUSE—LEASE THE LAND
- HSCLT HOLDS THE LAND IN PERPETUITY
- TRI-PARTY AGREEMENT
- FULL BENEFITS OF BEING A PROPERTY OWNER
- RE-SALE PROCESS

---

---

---


---

---

---

---

### LOCAL GOVERNMENT SUBSIDY RETENTION



- LOCAL GOVERNMENTS WANT TO SEE THEIR HOUSING SUBSIDIES LAST LONGER
- CLT RENTAL UNITS AND HOUSING SUBSIDIES
- FLORIDA— SUBSIDIES EXPIRE ON 35,000+ AFFORDABLE RENTAL UNITS (NOW — 2030)

— Shimberg Center for Housing Studies  
2016 Rental Market Study

---

---

---

---

---

---

---

### HOW IT WORKS



BUYER PURCHASES THE IMPROVEMENTS –  
LEASES THE LAND

LAND VALUE IS DEDUCTED FROM THE  
PURCHASE PRICE ON NEW CONSTRUCTION

MONTHLY GROUND LEASE FEE → EXCLUSIVE  
RIGHTS TO THE LAND

ACCESS TO  
HOMEOWNERSHIP  
INTERGRATION OF  
INCOMES

SAME TAX BENEFITS AS  
STANDARD OWNERSHIP

HOME PRICE  
- LAND  
= AFFORDABLE

NEIGHBORHOOD STABILITY  
THROUGH HOMEOWNERSHIP

---

---

---

---

---

---


---

### HOW IT WORKS

IDEALLY, LAND IS DONATED TO  
THE CLT

- Land Value is deducted from the  
full market value after construction

HSCLT USES  
APPRAISAL-BASED  
FORMULA



---

---

---

---

---

---


---

### HOW IT WORKS

OCB EXAMPLE

PHASE 1 TOWNHOMES

- Land Purchase Price = \$515,000  
(~ \$17,167 per Townhouse)
- HSCLT Provides \$17,500 Sellers  
Credit
- Monthly ground lease fee = \$50



---

---

---


---

---

---

---

## SAMPLE SALES PRICE



SAMPLES OF SALES PRICE AND SUBSIDIES:

*MARKET PRICE	\$295,000	\$295,000
CLT LAND SUBSIDY	(\$17,500)	(\$17,500)
*SALES PRICE*	\$277,500	\$277,500
HOP DPA	(\$25,000)	(\$35,000)
CITY DPA PROGRAM	(\$50,000)	(\$84,500)
BUYER'S MORTGAGE	\$205,500	\$158,000
Mortgage to Price Ratio	69.6%	53.6%

\*The list price will be determined by a third-party appraiser. End unit only; appraisals higher than interior units.

---

---

---

---

---

---

---

---

## GROUNDLEASE AGREEMENT



TRI-PARTY AGREEMENT

- HSCLT – BUYER – MORTGAGE LENDER

99-YEAR LEASE; RENEWABLE; TRANSFERABLE

- BUYER BECOMES A MEMBER OF HSCLT

PROHIBITS MARKET RATE RE-SALE

LENDER UNDERSTANDS THAT THIS IS A LAND LEASE

LENDER AGREES TO PROVIDE HSCLT WITH PURCHASE OPTION IN CASE OF DEFAULT

BUYER CAN IMPROVE THE PROPERTY LIKE ANY OTHER HOMEOWNER

NEIGHBORHOOD STABILITY THROUGH HOMEOWNERSHIP

---

---

---

---

---

---

---

---

## BENEFITS

PURCHASER PAYS PROPERTY TAXES AND CAN CLAIM HOMESTEAD EXEMPTION

SAME MORTGAGE INTEREST DEDUCTIONS ON FEDERAL INCOME TAXES

EQUITY FROM PROPERTY VALUE APPRECIATION




---

---

---

---

---

---

---

---




---

---

---

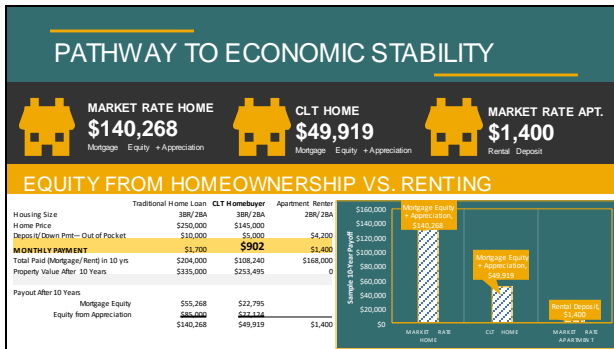
---

---

---

---

---




---

---

---

---

---

---

---

---




---

---

---

---

---

---

---

---



---

---

---

---

---

---

---



---

---

---

---

---

---

---



# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JULY 20, 2023 AT 6:30 PM

### Cover Sheet

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

**ITEM TITLE:** To Discuss Neighborhood Stabilization

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> N/A
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>	YES	

**REQUEST:** To Discuss A Neighborhood Stabilization Program

**SUMMARY:** March 1, 2023, Mr. Anthony Grant expressed a concern that seems to be a critical turning point for the Eatonville community. Mr. Grant is a home builder and community activist and has observed a tremendous influx of rental owners within the community over the past six years. It is the opinion of Mr. Grant that if this trend continues a major section of Eatonville residential housing market will be non-homeowners.

As expressed by Mr. Grant, The Town of Eatonville once enjoyed a substantially high homeownership rate only to see those numbers drastically decline during the past six years. The sure volume of absentee owner investors will continue to erode the ownership population unless the Town and or the TOECRA board take emergency steps to address the issue. Eatonville will ultimately become a rental community. Mr. Grant is encouraging staff to aggressively look to implement a neighborhood stabilization program. There are federal funds available to address this crucial issue and will assist with providing help with foreclosures and other issues with respect to the sustainability of homeownership. There should be a program that provides a blueprint and financial resources to encourage and assist with homeownership. If Eatonville acts with urgency, the community of Eatonville can begin to turn the tide and start an increase with homeownership levels.

**RECOMMENDATION:** Staff is recommending that the Board of Directors hear Mr. Grant presentation and consider a Neighborhood Stabilization Program.

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





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JULY 20, 2023 AT 6:30 PM

### Cover Sheet

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

**ITEM TITLE:** To Discuss the Residential Demolition Grant

**COMMUNITY REDEVELOPMENT ACTION:**

<b>CRA DECISION</b>		<b>Department:</b> ADMINISTRATION
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> Demolition Grant
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>	X	

**REQUEST:** For Town Council to discuss the Residential Demolition Grant.

**SUMMARY:** The Residential Demolition Grant program would eliminate slum and blight throughout the Town of Eatonville. Slum Area means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

Inadequate provision for ventilation, light, air, sanitation, or open spaces.

Blighted Area means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present: Unsanitary or unsafe conditions and deterioration of site or other improvements.

This item was previously discussed on April 20, 2023 and is being brought back for further discussion.

**RECOMMENDATION:** Staff are recommending the TOECRA Board discuss the Residential Demolition Grant.

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



## APPLICATION TOWN OF EATONVILLE CRA RESIDENTIAL PROPERTY DEMOLITION GRANT PROGRAM

*Prior to completing and submitting this application, please contact the Planning Department to review your proposed project, application and process at (407) 623-8900.*

### APPLICANT INFORMATION

Name:
Phone:
Email:
Referred by:

### FOR OFFICE USE ONLY

Application Date		
Application File #		
Staff Recommendation	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date
Board Recommendation	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date
Grant Amount \$		

### PROPERTY OWNER INFORMATION

Name	Years Owned
Address	Phone
City	State Zip
Owner's Signature	

### PROJECT INFORMATION

Name of Business	Business Owner's Name
Address	Phone
City	State Zip
Type of Business	Tax ID #

### PROPOSED IMPROVEMENTS

<input type="checkbox"/> Principle Structure Demolition	<input type="checkbox"/> Secondary Structure Demolition	<input type="checkbox"/> Site Preparation Work
---	---	--

### PROJECT BIDS *Please attach actual bids. If three (3) bids are unavailable, please explain below.*

Bid #1	Company Name
Bid #2	Company Name
Bid #3	Company Name

Reduced Bid Explanation \_\_\_\_\_

### GENERAL PROGRAM GUIDELINES

The Residential Property Demolition Grant Program is a \$5,000 dollar-for-dollar matching grant that is to be used for the demolition of blighted residential buildings, and/or site improvements.

**PROPOSED IMPROVEMENTS**

Please provide a brief, general description of the work to be performed, materials to be used (if applicable).

**Principle Building to be Demolished** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Secondary/Accessory Building to be Demolished** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Other Proposed site Improvements** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attachments:** The following attachments are required:

- ☐ Proposed project schedule.
- ☐ Photographs of the existing building and proposed project area.
- ☐ Site Plan or Survey, drawn to scale depicting the building(s) to be demolished and other structures and impervious surface areas upon the site.
- ☐ Report on results of toxic substance/contaminant study.
- ☐ Three (3) bids/estimates.

Check appropriately

☐ I own the property in consideration

I have read the Town of Eatonville CRA Residential Property Demolition Grant Program Guidelines. I understand that if the proposal is approved, I will make the above improvements to the property within the specified time allowed.

APPLICANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**General Program Information**

**Intent**

It is the intent of the Town of Eatonville Community Redevelopment Area (TOECRA), under the Community Redevelopment Plan and Chapter 163, Part III, Florida Statute, to provide financial assistance to qualified owners of Residential properties located within the indicated boundaries of the CRA for eligible building or site improvements that contribute to the physical, economic, social and aesthetic enhancement of the TOECRA area.

Through the Residential Property Demolition Grant Program, the TOECRA seeks to help homeowners improve the attractiveness of properties, and thereby work to achieve the agency's goal of eliminating conditions that have a negative impact on economic growth and encouraging the siting of new businesses.

**Eligibility**

The Residential Property Demolition Grant Program Matching Grant funds are available to qualifying residential property owners within the indicated CRA Area (see attached map). Grants are intended for rehabilitation and restoration of sites only, not for the improvement of undeveloped sites.

**Eligible Projects**

**Program Summary**

The Residential Property Demolition Grant Program is a dollar-for-dollar matching grant of up to \$5,000 that can be used toward demolition of old, dilapidated, blighted structures, which are an eyesore. The CRA Board will make the determination of whether a building meets the eligibility criteria.

**Structure Demolition**

- Demolition of principal existing structures
- Demolition of secondary and/or accessory structures

**Other Eligible Improvements**

- Site preparation work following the demolition of dilapidated/blighted structures to encourage the location of new residential properties.

**Program Requirements and Regulations For Eligibility**

**Applications will be considered only if they meet all of the following eligibility criteria:**

- The CRA Board's approval must be secured prior to commencement of work.
- The project must be located within the CRA's boundaries and must facilitate the redevelopment activities as identified in the adopted CRA Plan.
- Property must be current in water/sewer/garbage and tax bills and without Town liens, active building permits or outstanding bills at time of application, approval and completion, as a condition of final payment by the CRA.
- Applicants shall not have any present Town code violations or active building permits.
- Applicant must obtain and submit three (3) bids from appropriately licensed bidders for the work to be completed under this program.
- All applicants should have conducted a study into the presence of contaminants and/or toxic substances within the structure of the building and should submit a copy of the report at the time of application.
- Labor expenses are eligible only when performed by a licensed contractor in good standing in Orange County. All quotes/bills/invoices must reflect the contractor's license number.
- The CRA Board and Planning Department must approve project(s). Project(s) may be subject to Town Council approval.
- Applicants must ensure that all required permits and approvals are obtained (demolition, site clearance, and all other applicable) for all projects.
- The applicable Town department, such as Planning, Building, Engineering, or any other government entity which has jurisdiction over the project, must approve any changes or alterations to the approved project.
- Projects must be completed within four (4) months of award of grant or permit issuance if applicable, unless a written extension is requested of and is granted by the CRA Board.

**Failure to complete the improvements in a timely manner shall result in the property owner losing the grant reimbursement opportunity. The CRA Board may consider time extensions in extraordinary circumstances ONLY.**

## PROGRAM GUIDELINES

**Application Process**

Applicants must complete all required application forms and submit the completed application package to the CRA in order to be considered for assistance.

Within five (5) business days of application submittal, CRA staff will review the application for completeness. A post-application submittal conference may be held with the applicant to discuss any issues with the applicant. At this time, additional information may be requested.

Within ten (10) business days of receiving and verifying the completeness of the application, the CRA Director or staff will review the application and prepare a recommendation for the CRA Board to be presented at the next regularly scheduled meeting. The applicant will be sent a copy of the CRA staff recommendation.

The CRA Board will determine the applicant's funding request for approval or denial by majority vote. The applicant will be notified in writing of the CRA Board's decision within five (5) business days of the Board's decision.

In making the determination, the committee will consider the following factors and may give priority to projects that meet the following criteria:

1. **Will the project positively contribute to the town's assisted redevelopment effort?**
2. **Will the project eliminate or reduce a blighting influence?**
3. **Will the project substantially leverage more investments than the required matching amount of the grant?**
4. **Will the grant result in an improvement that would not be made otherwise?**
5. **Does the project comply with the CRA Redevelopment Plan?**

**Required Application Documents**

*Application packages must include enough documentation to illustrate the visual impact of the project and its costs. Failure to provide required information will delay the review process. The items submitted should include the following documents:*

- ☐ Project Schedule
- ☐ Photographs of the existing building and proposed project area.
- ☐ Site Plan or Survey, drawn to scale, depicting the buildings to be demolished and other structures and impervious surface areas upon the site.
- ☐ Report on results of toxic substance/contaminant study.
- ☐ Three (3) competitive cost estimates from licensed and bonded contractors. These proposals should give detailed information about the work to be done, materials to be used, costs and the project completion schedule. In certain cases, less than three (3) bids will be considered acceptable, however, it will be considered on a project-by-project basis at staff's discretion.

***Contractors and/or materials cannot be changed without prior written staff approval. At staff's discretion, a change in contractors or materials may require a new CRA Board Approval.***

- ☐ Executed "Release and Hold Harmless Agreement."

**Award Reimbursement**

The Applicant shall incur all initial project costs and may receive reimbursement only after all improvements have been completed in accordance with the grant award.

The CRA Director or staff will disburse grant funds upon the receipt of a finding of project completion. The finding of project completion will be granted when the following package is received:

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

Reimbursement can be expected in approximately **three (3) to six (6) weeks** after all required materials have been received.

**Ineligible Improvements**

- Any service performed by a non-licensed contractor.
- Improvements made prior to execution of final agreement with the CRA.
- Routine maintenance activities that are part of normal property ownership.
- An improvement to a property that has any judgment liens, is not current on all mortgage and tax obligations, or has any code violations.
- Improvements to properties that are exclusively commercial.
- Permitting fees







# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR TOECRA MEETING

### JULY 20, 2023 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 U.S. Department of Housing and Urban Development Grant for the Economic Development Initiative

**COMMUNITY REDEVELOPMENT ACTION:**

<b>TOECRA DECISION</b>	YES	<b>Department: Administration</b>
<b>CONSENT AGENDA</b>		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>• Award letter</li> <li>• Grant Agreement</li> <li>• HUD Form 1044</li> <li>• Project Rendering</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>TOECRA DISCUSSION</b>		

**REQUEST:** Administration is asking that the Town of Eatonville TOECRA board approve the grant agreement from the Department of Housing and Urban Development.

**SUMMARY:** In April of 2022, the Town of Eatonville/TOECRA submitted a FY23 Community Project Funding Request to purchase the Smith Motel property; with the desire to redevelop the property for senior and affordable housing, to include a secure parking facility.

On March 3, 2023, the Town of Eatonville was awarded HUD grant #B-23-CP-FL-0378 for \$2,000,000. The targeted project is named the “Town Shoppe Eatonville Affordable Housing Initiative.” As is authorized under Chapter 163, Part III F.S. and stated in the Town of Eatonville TOECRA plan, the TOECRA wishes to proceed with the purchase of blighted land for restoration, economic development, and affordable housing, per the agreement.

**RECOMMENDATION:** Staff is requesting for the TOECRA Board to approve the execution of the HUD grant #B-23-CP-FL-0378 and completion of the grant award process

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

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-FL-0378**

Section VII. Item #5.

**Grantee Name:** Town of Eatonville, Florida

**Grantee Address:** 307 E. Kennedy Blvd. Eatonville, FL 32751

**Grantee's Unique Entity Identifier (UEI):**

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-23-CP-FL-0378

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Town of Eatonville, Florida (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

## **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).



D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

## ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

### GRANTEE

\_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

### HUD

BY: \_\_\_\_\_

Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

## APPENDIX 1 – Project Narrative

## APPENDIX 2 – Approved Budget

### APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☐ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

## **APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters**

### **Reporting of Matters Related to Grantee Integrity and Performance**

#### *1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### *2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.



**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**Assistance Award/Amendment****U.S. Department of Housing  
and Urban Development**

Office of Administration

Section VII. Item #5.

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment																	
3. Instrument Number B-23-CP-FL-0378	4. Amendment Number	5. Effective Date of this Action	6. Control Number																
7. Name and Address of Recipient Town of Eatonville, Florida 307 E. Kennedy Blvd. Eatonville, FL 32751  EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																	
10. Recipient Project Manager Angie Gardner		8a. Name of Administrator Lauren Thomas	8b. Telephone Number Lauren.Thomas@hud.gov																
11. Assistance Arrangement <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input checked="" type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																	
14. Assistance Amount <table border="1"><tr><td>Previous HUD Amount</td><td></td></tr><tr><td>HUD Amount this Action</td><td>\$2,000,000.00</td></tr><tr><td>Total HUD Amount</td><td>\$2,000,000.00</td></tr><tr><td>Recipient Amount</td><td></td></tr><tr><td>Total Instrument Amount</td><td>\$2,000,000.00</td></tr></table>		Previous HUD Amount		HUD Amount this Action	\$2,000,000.00	Total HUD Amount	\$2,000,000.00	Recipient Amount		Total Instrument Amount	\$2,000,000.00	15. HUD Accounting and Appropriation Data 15a. Appropriation Number 15b. Reservation Number EDE 23 <table border="1"><tr><td>Amount Previously Obligated</td><td></td></tr><tr><td>Obligation by this Action</td><td></td></tr><tr><td>Total Obligation</td><td></td></tr></table>		Amount Previously Obligated		Obligation by this Action		Total Obligation	
Previous HUD Amount																			
HUD Amount this Action	\$2,000,000.00																		
Total HUD Amount	\$2,000,000.00																		
Recipient Amount																			
Total Instrument Amount	\$2,000,000.00																		
Amount Previously Obligated																			
Obligation by this Action																			
Total Obligation																			

## 16. Description

Town Shoppe Eatonville Affordable Housing Initiative

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044

(B) Grant Agreement

**Instructions:**

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. <input type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.		18. <input checked="" type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name): Angie Gardner		20. HUD (By Name): Robin J. Keegan	
Signature & Title:	Date:	Signature & Title:	Date:

Previous Editions are Obsolete

form HUD-1044 (8/90)  
Ref. Handbook 2210.17



## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Angie Gardner  
 Town of Eatonville, Florida  
 307 E. Kennedy Blvd.  
 Eatonville, FL 32751  
 Email: [agardner@townofeatonville.org](mailto:agardner@townofeatonville.org)

Dear Gardner:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](https://www.congress.gov/117/crec/2022/12/20/pt3/PgS9325-2/pdf)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

<b>Grantee:</b>	Town of Eatonville, Florida
<b>Project:</b>	Town Shoppe Eatonville Affordable Housing Initiative
<b>Amount:</b>	\$2,000,000
<b>Grant Number</b>	B-23-CP-FL-0378

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant



- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide:** The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award:** The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials:**

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:  
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):  
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:  
<https://www.hud.gov/sites/documents/attachmentvisf1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

## **Grant Award Process Overview**

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

[https://www.hud.gov/program\\_offices/comm\\_planning/edi-grants](https://www.hud.gov/program_offices/comm_planning/edi-grants).

### **Grant Award Process**

- 1) HUD will email a Grant Award Package including:
  - a. FY2023 Grant Award Letter (this letter)
  - b. FY2023 CPF Grant Guide
  - c. FY2023 CPF Grant Agreement
  - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
  - a. Signed and dated FY2023 CPF Grant Agreement
  - b. Completed Standard Forms
  - c. Detailed Project Narrative: The detailed project narrative should:
    - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
    - ii. include all contemplated actions that are part of the project.
  - d. Line-Item Project Budget: The line-item budget should:
    - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
    - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
  - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
  - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

**To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the**

**requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.**

### **Overview of the FY2023 Act**

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
  - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’<sup>1</sup>**
  - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
  - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

<sup>1</sup> Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
  - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
  - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov). In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials.**

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Lauren Thomas, in CGD at [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov). Please note while your grant officer may change over time, we have a team approach to managing your project. Lauren Thomas is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan  
Deputy Assistant Secretary  
Economic Development

**ATTACHMENTS:**

FY2023 Community Project Funding Grant Guide (Version 1)  
FY2023 CPF Grant Agreement  
Form HUD-1044 – Assistance Award/Amendment Form

# EATONVILLE

## TOWN SHOPPE CENTER

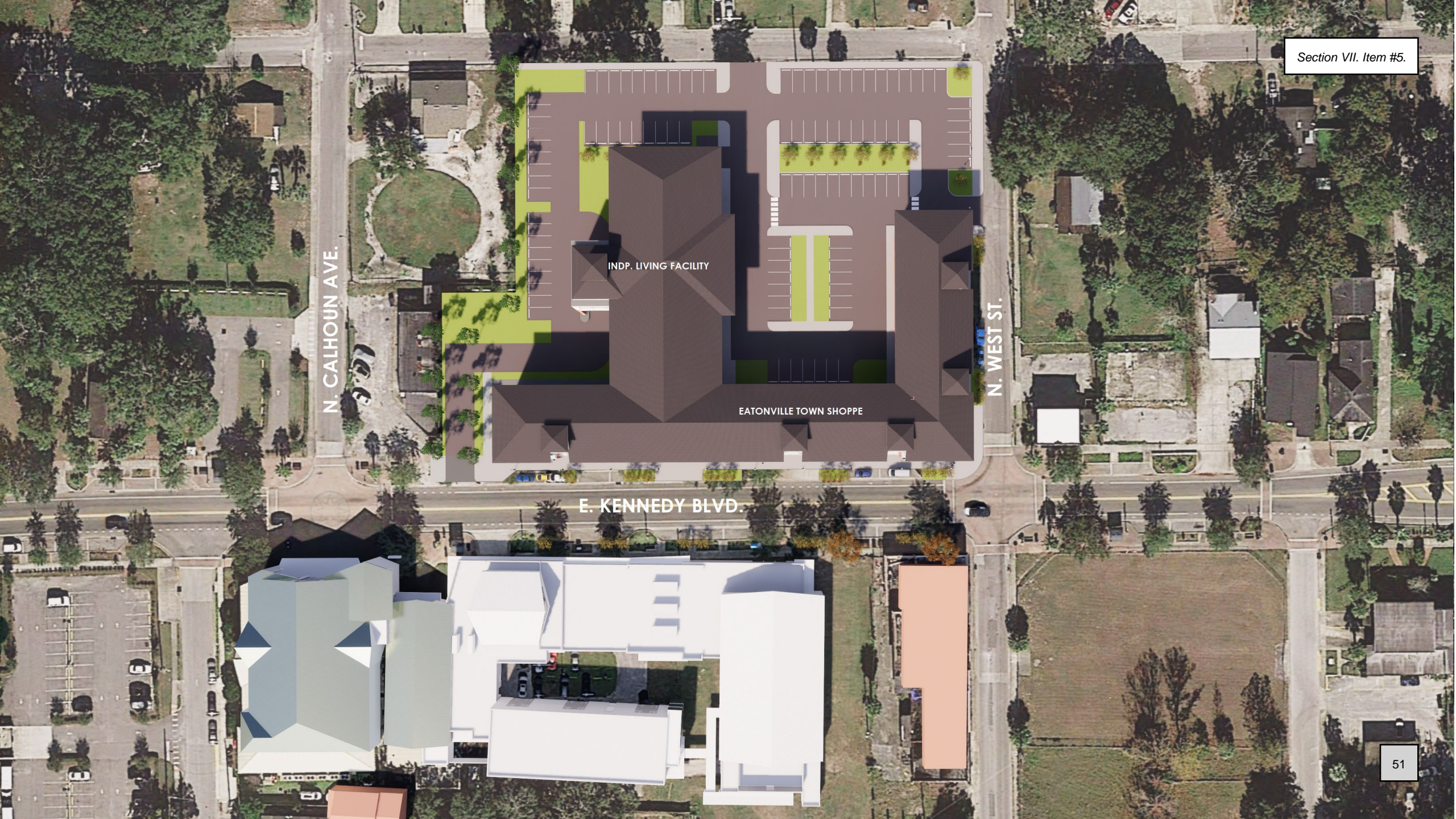


rhodes + brito  
ARCHITECTS









N. CALHOUN AVE.

N. WEST ST.

E. KENNEDY BLVD.





PARK / RETENTION

INDP. LIVING FACILITY

EATONVILLE TOWN SHOPPE

E. KENNEDY BLVD.

PARKING STRUCTURE /  
RETAIL

































# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JULY 20, 2023 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 Bylaws of the Town of Eatonville Community Redevelopment Agency.

**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>Final Draft of Bylaws</li> </ul>
<b>NEW BUSINESS</b>		
<b>ADMINISTRATIVE</b>		
<b>CRA DISCUSSION</b>		

**REQUEST:** Approval of Bylaws of The Town Of Eatonville Community Redevelopment Agency

**SUMMARY:** Bylaws of The Town Of Eatonville Community Redevelopment Agency (A Community Redevelopment Agency was created pursuant to Chapter 163, Part III, Florida Statutes). These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes.

If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws, and the ordinances, then the statute shall prevail.

The purpose and objectives of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, on December 16, 1997.

**RECOMMENDATION:** Staff request for the TOECRA Board to approve the Town of Eatonville Community Redevelopment Agency final draft Bylaws.

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



## **BYLAWS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY**

(A Community Redevelopment Agency Created  
Pursuant to Chapter 163, Part III, Florida Statutes)

These Bylaws of the Town of Eatonville Community Redevelopment Agency address the administration and management of the Agency. Duties and responsibilities of the Community Redevelopment Agency are set forth in Chapter 163, Part III, Florida Statutes, these Bylaws and ordinances of the Town of Eatonville, a Florida municipal corporation. If a conflict arises between any provision of Chapter 163, Part III, Florida Statutes, these Bylaws, and the ordinances, then the statute shall prevail.

### **ARTICLE 1: DEFINITIONS**

Unless otherwise noted in the Bylaws, the terms used herein have the same meaning as defined in Section 163.340, Florida Statutes.

### **ARTICLE 2: GENERAL**

2.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the Town Council of the Town of Eatonville, Florida, as the governing body (the "Town") established a community redevelopment agency known as the Town of Eatonville Community Redevelopment Agency (the "TOECRA"), as a legal entity, separate, distinct, and independent from the Town.

2.2 Purpose and Objectives. The purpose of the TOECRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within designated areas of the Town, consistent with the Town of Eatonville Community Redevelopment Plan adopted by the Town in Resolution No. 1997-23, adopted by the Town on December 16, 1997, as such Plan may from time to time be amended.

2.3 Members and Terms. In accordance with Section 163.357(1)(a) and (c), Florida Statutes, and Town of Eatonville Resolution No. 1997-23, the TOECRA shall be governed by a board (the "Board") consisting of the five (5) members of the Town of Eatonville Town Council plus two appointed members. One of the appointed members shall be nominated for appointment by Orange County and one appointed by the Town Council. Those TOECRA Board members who are also members of the Town Council shall have terms that run concurrent with their Town Council terms. The two (2) appointed Board Members shall serve four (4) year terms. However, the initial term for seat one (1) shall be for a two (2) year term for the purpose of staggering the terms. The person appointed by the Town Council to serve on the Board shall reside or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Town of Eatonville, and shall be otherwise eligible for such appointment under Chapter 163, Part III, Florida Statutes. When a Board Member's term has concluded, the Board Member shall retain his or her seat on the Board until such time that a successor has been appointed who meets the qualifications to serve on the Board.

2.4 Compensation. Board members shall serve without compensation from the TOECRA but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the TOECRA. Requests for reimbursement shall be subject to the requirements as applicable to members of the Town of Eatonville Council under the policies of the Town.

2.5 Operation. In accordance with Chapter 163, Part III, Florida Statutes, the TOECRA shall have all the powers and authority necessary or convenient to carry out and effectuate the purposes and provisions of the referenced statute. Unless expressly provided otherwise by law or lawful actions of the TOECRA Board, the Town of Eatonville policies and procedures shall govern the actions of the TOECRA.

2.6 TOECRA Documents. The official set of TOECRA books and financial records shall be maintained in the Town of Eatonville Financial Services Department. The official records, documents, and minutes of the TOECRA shall be maintained in the Town of Eatonville Clerk Office. All TOECRA books, records, documents, and minutes shall be opened for public inspection as provided by law.

2.7 Principal Office. The TOECRA's principal office shall be at any place within the Town of Eatonville as the TOECRA Board designates.

### **ARTICLE 3: OFFICERS AND EMPLOYEES**

3.1 Officers. The officers of the TOECRA shall be a Chair and a Vice-Chair. Appointments shall be for one calendar year. Appointments will usually be considered by Town Council at the last meeting (regular or special) of the calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by Town Council. Any officer may be appointed for consecutive terms.

3.2 Chair. The Chair shall preside at all meetings of the TOECRA and shall execute instruments in the name of the TOECRA as may be required, appoint such committees from time to time as may be deemed appropriate, and exercise such other powers as may be designated by these Bylaws or by Chapter 163, Part III, Florida Statutes.

3.3 Vice-Chair. The Vice-Chair shall, in the absence, disqualification, resignation, death or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair. "Disability" in this context is defined as a physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in tasks or actions or participation in typical daily activities and interactions.

3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business and day-to-day operations. In addition to the duties set forth below, the Executive Director shall perform such other duties and responsibilities as may be designated by the TOECRA.

3.4.1 Responsibility. The Executive Director shall be responsible for carrying out the policies established by the TOECRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the TOECRA. The

Executive Director is also responsible for setting and preparing the meeting agendas. The Executive Director may, with the approval of the TOECRA, hire and set compensation for necessary employees of the TOECRA except as otherwise provided for herein. The Executive Director shall be responsible for preparing an annual budget for the TOECRA's approval and shall be otherwise responsible for the TOECRA's fiscal operations. The Executive Director along with the TOECREA Board shall designate a meeting time to discuss and adopt an annual budget prior to the end of the fiscal year pursuant to Chapter 218, Florida Statutes

**3.4.2 Purchase Orders.** The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$2,000. For any work orders and/or purchase order over \$2,000, the Executive Director shall obtain TOECRA Board Approval.

**3.5 TOECRA Secretary.** The Town of Eatonville Town Clerk, or designee, shall serve as the Secretary of the TOECRA and as such shall prepare TOECRA agendas, be the custodian of all books and records of the TOECRA, keep the minutes and a recording of all votes of all TOECRA meetings, send out all notices of meetings, poll Board Members for meeting availability, and shall perform such other duties as may be designated by the TOECRA. The Town Clerk may delegate such duties to one or more individuals as a designee of the TOECRA supervised by the Town Clerk.

**3.6 TOECRA Treasurer.** The Town of Eatonville Director of the Finance Department, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA and administer the TOECRA's budget; shall keep full and accurate accounts of receipts and disbursements of the TOECRA; shall have custody of all funds of the TOECRA and shall render such periodic budget reports as requested by the TOECRA; shall assist the TOECRA in the preparation of a proposed annual budget; and shall make and file all financial reports and statements necessary to be made and filed by and on behalf of the TOECRA.

**3.7 General Counsel.** The TOECRA shall appoint and employ legal counsel to serve as General Counsel of the TOECRA. The General Counsel shall be licensed in the practice of law in the State of Florida. The General Counsel of the TOECRA, or designee who shall also be licensed to practice law in the State of Florida, shall attend all meetings of the TOECRA and shall be responsible for the oversight of TOECRA legal affairs.

**3.8 Employees, Agents, and Consultants.** In accordance with Town of Town of Eatonville policies, the Executive Director of the TOECRA, with the approval of the TOECRA, may hire, retain, and engage such employees, agents, consultants, experts, attorneys, and specialists, as deemed necessary. Unless otherwise noted, TOECRA employees will be considered to be Town of Eatonville employees. The TOECRA shall have authority to enter into Interlocal Agreements with the Town for any reason deemed necessary by the TOECRA Board for the efficient conduct of the Agency.

## ARTICLE 4: MEETINGS

4.1 Regular Meetings. The TOECRA shall hold regular meetings on a day, time and place designated by the TOECRA Board. All TOECRA meetings are public meetings that shall be held in accordance with the requirements of section 286.011, Florida Statutes.

4.4.2 Special Meetings. The Chair, any three (3) Board members, or the Executive Director of the TOECRA may call for a special meeting at a reasonable time and place by requesting the Town Clerk to arrange for and give no less than 72-hours' notice of such special meeting.

4.3 Emergency Meetings. Emergency meetings of the TOECRA may be called with 24-hour notice or as soon as practicable by the Chair or the Executive Director through the Town Clerk via personal or telephonic notice to Board members, specifying the time and place of the emergency meeting and the business to be transacted. Emergency meetings shall be identified as such in notifications and no other business shall be considered at such meeting. Prior public notice shall not be required but shall be provided as soon as feasibly possible.

4.4 Notice of Meetings. The Town Clerk will mail or deliver written notice of each regular meeting to Board members at least seven (7) days prior to such meeting. Written notice may be in the form of email or calendar invitation. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting unless notice of the meeting is waived in writing by all Board members before, at or after the meeting. Unless otherwise stated in these Bylaws, "days" means "working days." The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting unless a waiver of notice is obtained from all Board members. Notice of all special and regular meetings shall be provided to the public, appropriate Town and County officials, and the news media. Notice of emergency meetings shall be provided to the public, appropriate Town, and County officials, as is reasonable under the circumstances. Notice of all meetings shall be posted at Eatonville Town Hall. Notice is not required for any non-voting matters to be addressed by the Board.

4.5 Place of Meetings. Unless otherwise noted in the meeting announcement notice, all TOECRA Board meetings (Regular, Special, or Emergency) shall be held in the Town of Eatonville Town Council Chambers, located at 307 West Kennedy Boulevard, Eatonville, FL 32751.

4.6 Quorum and Voting. Four (4) TOECRA Board members present shall constitute a quorum for the purpose of conducting business and to address matters requiring a vote by the Board. When a quorum is present, the TOECRA may act by a vote of a majority of the Board members present, unless otherwise provided by law or these Bylaws. If any meeting cannot be conducted because a quorum is not present, the Board members who are present may adjourn the meeting to a time certain and notice of such adjourned meeting shall be given to each Board member.

4.7 Voting Rights. Each Board member shall be entitled to one vote. Proxy votes and absentee ballots shall not be allowed.

4.8 Recessed and Continued Meetings. Where a meeting has been set and noticed under the provisions of these Bylaws and, during the course of said meeting, it is recessed to a future time,

the recessed meeting shall not be later than the next regular meeting, and any such recessed meeting shall not be held at any hour or time other than as specified.

4.9 Rules of Order. All meetings shall be conducted in accordance with the procedures approved and utilized by the Town Council of the Town of Eatonville, provided, however, in the absence of any applicable procedure of the Town Council, the most recent Edition of Robert's Rules of Order, Revised, shall apply.

4.10 Public Participation. All meetings shall be open to the public and all records shall be public records. Citizens will be afforded the opportunity to voice their comments and concerns to the TOECRA Board in accordance with law and within the constraints of time and relevance as determined by the Chair.

4.11 Agendas. The TOECRA Board will normally follow its printed or typed agenda for the order of business at each meeting. The Executive Director, Town Clerk or other appointed staff shall provide TOECRA Board Members with the TOECRA Agenda and packet materials for each Regular Meeting, one (1) week prior to the scheduled meeting. The Chair, if there is no objection from TOECRA Board members, may alter, including temporarily passing, the order of business on the agenda. If an objection is made by a member, a motion duly made and passed is required to rearrange the order of business noted on the agenda.

4.12 Conflict of Interest. The members will be governed by the applicable requirements of Section 112.3143, Florida Statutes, as may be amended from time to time.

## **ARTICLE 5: CONTRACTS**

5.1 Execution of Instruments. Contractual instruments of the TOECRA (i.e., Memoranda of Understanding, Interlocal Agreements, etc.) shall be executed by the Chair and attested to by the Secretary. In the absence of the Chair, the Vice Chair may execute such instruments.

5.2 Purchasing Procedures. Except as may be required by law or when required by the Board of the TOECRA, the purchasing policies and procedures of the TOECRA shall be the same as the purchasing policies and procedures applicable to the Town of Eatonville with all limits and authorities. All references and authorities in the purchasing policies and procedures applicable to the Town Chief Administrative Officer shall be applicable to the TOECRA Executive Director for the purposes of the foregoing.

## **ARTICLE 6: FISCAL MATTERS**

6.1 Fiscal Year. The fiscal year of the TOECRA shall begin on October 1 and end on September 30 of each year.

6.2 Budget. The Executive Director shall prepare an annual budget and work program for the TOECRA Board's approval for each fiscal year, and such other budgets as the TOECRA Board may determine. The TOECRA shall be completed in time for inclusion within the Town of Eatonville's budget and the TOECRA shall adopt the budget by Resolution and recommend acceptance to the Town of Eatonville.

6.3 Accounting Practices. The TOECRA shall comply with applicable Florida law and all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.

6.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund(s), as established in accordance with the provisions of Section 163.387, Florida Statutes, each fiscal year, and a report of such audit(s) by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The TOECRA shall provide a copy of such report(s) to each taxing authority contributing to the Redevelopment Trust Fund, the Florida Auditor General and the Florida Department of Financial Services via registered mail. The annual audit will be performed by the same independent auditor used by the Town for its annual audit or the TOECRA Board may elect to contract with a different independent auditor(s). The audit may be accomplished in conjunction with the Town's annual audit by the same certified public accountant, with the audit report submitted to the appropriate State Agencies as a single report, provided the TOECRA's component is presented as a separate (fund(s) in the report.

6.5 Annual Report. The TOECRA shall file with the Town of Eatonville, on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.356(3)(c), Florida Statutes. At the time of filing this report, the TOECRA shall publish in a newspaper of general circulation in the Town a notice to the effect that such report has been filed with the Town and that the report is available for inspection during business hours in the office of the Town Clerk and/or in the TOECRA's principal office.

6.6 Bonding of Officers and Employees. The TOECRA may require that any or all Board members and employees be required to post bond for faithful performance of duty. The TOECRA will pay bonding costs for all such bonds it requires. To the extent that the Town requires a bond for its elected officials or employees, the TOECRA shall also require a bond for its members and any employees.

6.7 Maintenance and Disbursement of Funds. All expenditures of the TOECRA shall be in accordance with adopted procedures of the TOECRA and Town, adhering to all applicable laws, the TOECRA adopted budget, fund requirements and the TOECRA Plan for purposes permitted by Chapter 163, Part III, Florida Statutes. Funds shall be distributed only at the direction or with the approval of the TOECRA pursuant to an adopted budget and with appropriate requisitions or purchase orders signed by the Executive Director.

6.8 Disposal of TOECRA Real Property. The acquisition, conveyance, and leasing of TOECRA property, or any interest therein, shall be consistent with section 163.380, Florida Statutes, and approved by Town of Eatonville's Council. The acquisition, conveyance, and leasing of real property by the TOECRA shall be done in accordance with the same policies and procedures applicable to the acquisition, conveyance, and leasing of real property by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned property, or, where applicable, clearly state on the record the reason(s) that a transaction is

below market value. Market value may be taken from the Orange County Property Appraiser's website ([www.ocpafl.org](http://www.ocpafl.org)) for properties within the Town of Eatonville.

6.9 Supervision of Accounts. The Executive Director and the Treasurer, subject to the direction of the TOECRA, shall have control of and be responsible for the internal supervision and control of the accounts of the TOECRA.

## **ARTICLE 7: COMMITTEES**

7.1 Power to Create. The TOECRA Board, by resolution, may create committees and/or boards to act in an advisory capacity, from time to time, as shall be necessary to carry out the functions, purposes, and objectives of the TOECRA. The resolution creating an advisory committee or board shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee or board members. In addition, such committees may be appointed by the Chair as provided in Section 3.2 herein. The advisory committee or board members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee or board shall be made up of individuals meeting or exceeding one or more of the following criteria:

- a) Currently living within the Town of Eatonville for a minimum of five (5) consecutive years;
- b) Have a homestead within the Town of Eatonville;
- c) Working within the financial industry (i.e., accounting, banking, investing, etc.)
- d) Working within the real estate, housing, or construction industry;
- e) Own a business within the Town of Eatonville;
- f) Representative of a major employer within the Central Florida area; and
- g) Representative selected by the TOECRA Board

## **ARTICLE 8: AMENDMENTS**

8.1 Amendments. The Bylaws of the TOECRA shall be subject to an annual review by the Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a majority of the TOECRA Board.

## **ARTICLE 9: INDEMNIFICATION AND INSURANCE**

9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of such person being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with such person being or having been a TOECRA member, officer or employee of the TOECRA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which such person

shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors, or administrators may be entitled as a matter of law.

9.2 Insurance. The TOECRA may self-insurance or purchase insurance for the purpose of indemnifying its Board members, officers, and employees to the extent that such indemnification is allowed in Section 9.1 herein. The TOECRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

Revising TOECRA Bylaws previously adopted on February 18, 2020 and amended and adopted by the Town of Eatonville Community Redevelopment Agency Board on this \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
TOECRA Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
TOECRA Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
TOECRA General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date





# HISTORIC TOWN OF EATONVILLE, FLORIDA

## REGULAR CRA MEETING

### JULY 20, 2023 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 Funding for the Paint, Plant and Pave Program.

**COMMUNITY REDEVELOPMENT ACTION:**

CRA DECISION	YES	
CONSENT AGENDA		<b>Exhibits:</b> <ul style="list-style-type: none"> <li>Paint, Plant and Pave Program</li> </ul>
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

**REQUEST:** Request for the TOECRA Board to approve funding for the Paint, Plant, Pave program to begin FY23

**SUMMARY:** The Paint, Plant, and Pave program 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 disrepair in residential neighborhoods within the Town of Eatonville

The proposed improvements may include painting, landscaping, awnings, sidewalks, etc. The CRA 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 that the TOECRA Board approves funding for the Paint, Plant, Pave program to begin FY23

**FISCAL & EFFICIENCY DATA:** Funds can be used from the salary line 303-0515-515.1300 because the CRA has not hired a Fiscal person. There is \$18,000.00 in that line item.

# **Town of Eatonville Community Redevelopment Agency**

---



## **PAINT, PLANT and PAVE PROGRAM**

**April 2023**

- Program:** Town of Eatonville CRA Paint, Plant and Pave Program  
(Residential Properties Enhancement Program)
- Objectives:** To immediately enhance the aesthetics of single-family and multi-family up to 4-unit properties within the residential neighborhoods of the TOECRA CRA.
- Description:** This program is created to provide curb appeal to single-family and multi-family up to 4-unit properties in disrepair in residential neighborhoods of the Town of Eatonville CRA. The proposed improvements may include pressure cleaning, painting, minor facade repairs, landscaping, awnings, sidewalks, driveways and/or parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements. The CRA will assist with approximately \$2,500 to \$7,500 per property for exterior improvements. Approved applicants must provide an invoice after work is completed along with contractor invoices. The CRA will issue payment to approved applicants within 45 days of receipt of invoice.

Complete applications will be approved on a first-come, first-serve, priority basis and must meet the following minimum criteria:

- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind.
- The property must be in compliance with all Town regulatory requirements, including but not limited to code enforcement and rental housing licensing. (This requirement may be requested to be waived by the CRA 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.
- 2 estimates from licensed contractors must be provided

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

Properties listed for sale may not apply. Properties sold within eighteen (18) months of receiving façade funding must repay the full amount. Work on the project must begin within thirty (30) days following CRA approval process.

**The Town of Eatonville CRA Paint, Plant and Pave Program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner or applicant.**

**Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision may be waived by the CRA Board if development plans for said property meets the goals and objectives as set forth in the CRA Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.**

**Town of Eatonville  
CRA NEIGHBORHOOD PAINT, PLANT &  
PAVE PROGRAM APPLICATION**

Date: \_\_\_\_\_ Applicant's Name: \_\_\_\_\_

Co-Applicant's Name (if applicable): \_\_\_\_\_

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

Tel. Numbers: Home \_\_\_\_\_

Cell \_\_\_\_\_

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

Have you ever participated in or applied to a housing program sponsored by other agencies?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, please provide the name of the agency, services received and when.

\_\_\_\_\_

Services to be rendered at the following location:

\_\_\_\_\_

The Town of Eatonville CRA Paint, Plant and Pave Program benefits are contingent upon funding availability and CRA approval and are not to be construed as an entitlement or right of a property owner or applicant. Properties in the designated CRA areas are not eligible for CRA funded programs when such funding conflicts with the goals expressed in the CRA Strategic Finance Action Plan or Community Redevelopment Plan.

Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision may be waived by the CRA Board if development plans for said property meets the goals and objectives as set forth in the CRA Plan. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

**(Property Owner and Applicant, if different, to Initial)**

\_\_\_\_\_ I have fully read the program information contained in this application and I fully understand the requirements and criteria contained herein.

Signature of owner and applicant, if different: \_\_\_\_\_

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

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

Office Use:

Approved \_\_\_\_\_ or Denied \_\_\_\_\_ Date: \_\_\_\_\_