



HISTORIC TOWN OF EATONVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY AGENDA

Thursday, May 16, 2024 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND LEDGE OF ALLEGIANCE
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. PRESENTATION
 1. CRA Chair presents Bagel King Wholesale Bakery with the May Business of the Month Certificate. (Administration)
- VI. CONSENT AGENDA
 2. Approval of CRA Board Meeting Minutes - 4-18-2024 (Clerk Office).
- VII. BOARD DISCUSSION
 3. Discussion of the TOECRA Bylaws. (Administration)
 4. Discussion of the TOECRA and Town of Eatonville Interlocal Agreement adopted on September 21, 2023. (Administration)
 5. Discussion of the TOECRA Attorney's Current Status with the Town of Eatonville Community Redevelopment Agency (Administration).
 6. Discussion of the TOECRA Financials. (Administration)
- VIII. BOARD DECISIONS
 7. Approval of Resolution CRA-R-2024- 17 Approving a Demolition Assistance Program funding agreement with property owner of 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50). (Administration)
 8. Approval of Resolution CRA-R-2024-18 Approving a septic to sewer funding agreement with the property owner of 41 Lincoln Blvd in the amount of three thousand nine hundred ninety dollars (\$3,990.00).
 9. Approval of Resolution CRA-R-2024- 19 Approving funding for a special event on May 25th, 2024, in the amount of two thousand five hundred dollars (\$2,500.00). (Administration)
- IX. STAFF REPORTS
- X. BOARD REPORTS
- XI. 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

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: CRA Chair presents Bagel King Wholesale Bakery with the May Business of the Month Certificate. (Administration)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none">Business of the Month Award
NEW BUSINESS		
ADMINISTRATIVE	YES	
CRA DISCUSSION		

REQUEST: CRA Chair presents Bagel King Wholesale Bakery with the March Business of the Month Certificate. Resolution CRA-R-2024- 1 Authorizing the Business of the Month Program.

SUMMARY: TOECRA Business of the Month program is aimed at recognizing local businesses in our community who provide an invaluable contribution to our community and residents. The program is intended for businesses in the service, commercial, or retail industry who directly provide a service or goods to residents and visitors. Through use of the Town’s social media platforms and other community engagement opportunities (i.e.- monthly newsletter), businesses who participate in the program will receive the benefits of direct outreach and marketing.

Bagel King Wholesale Bakery started off in 1977 as a small family business that aimed to provide hand-made, quality bagels to the local community. Over the years, Bagel King gained a following and slowly grew its customer base to include hotels, theme-parks, hospitals, airports, cafes, coffee shops, restaurants, schools, and more. Today, Bagel King is 3rd generation and still a family-owned business, using the same original techniques and recipes that have led to its popularity amongst its customers. With a team of over 65 employees, many of whom have been with the business for 15+ years, Bagel King Wholesale continues to produce and deliver daily freshly baked goods throughout all of Florida. Its product line has expanded to not only include freshly made bagels, but also a variety of other baked goods including fresh hand-made danish, cinnamon rolls, muffins, croissants, cupcakes, cookies, a wide array of pastries, breads, and donuts.

RECOMMENDATION: None.

FISCAL & EFFICIENCY DATA: None.

BUSINESS OF THE MONTH

THIS CERTIFICATE IS PROUDLY PRESENTED TO

Bagel King Wholesale Bakery

*as a Thank You for your business presence in the Town of
Eatonville Community Redevelopment Agency*

April 2024

Angie Gardner

Mayor of the Town of Eatonville



Shaniqua Rose

CRA Executive Director





HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, 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 CRA Board Meeting Minutes – 4-18-2024 (Clerk Office).

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: LEGISLATIVE (CLERK OFFICE)
CONSENT AGENDA	YES	Exhibits: (CRA Board Meeting Minutes: - Thursday, April 18, 2024, 6:30 p.m. (CRA Board Mtg)
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of meeting minutes for the CRA Board Meeting Minutes held on the dates indicated below:

-Thursday, April 18, 2024, 6:30 p.m. (CRA Board Mtg)

SUMMARY: The CRA Board Meeting scheduled for 3rd Thursday, April 18, 2024, at 6:30 p.m. Meeting minutes have been transcribed for record purposes.

RECOMMENDATION: Approval of the CRA Board Meeting held on Thursday, April 18, 2024, at 6:30 p.m.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

MEETING MINUTES

Tuesday, April 18, 2024, 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 Daniels called the meeting to order at 6:30 p.m.

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

PRESENT: (6) Chair Angie Gardner, Vice-Chair Wanda Randolph, Director Tarus Mack, Director Rodney Daniels, Director Theo Washington, Director Donovan Williams (**Absent:** Director Ruthi Critton)

STAFF: (5) Shaniqua Rose, CRA **Executive Director**, Veronica King, **Town Clerk**, Greg Jackson, **Attorney**

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PRESENTATION – Executive Director acknowledged and presented the April 2024 Business of the Month award to the Unity of Eatonville Federal Credit Union – A representative (Carol Buford) was present to receive certificate and take a picture with the Board of Directors. Once posted to social media, commitments from Commissioner Christine Moore and State Representative Anna Eskamani to share the business to gain more traction to the business

CITIZEN PARTICIPATION – (1)

Anthony Grant – Inquired about public depository to the Unity of Eatonville Federal Credit Union; the town should consider; Spoke on the Infill Home Loan Program being a unique and innovative program and implemented about four years ago when the affordable housing was affordable. It might be a challenge to ask an individual to take out a loan, pay 7% percent interest and keep a house at the rates of Orange County. Things have changed with there is not a lot of affordable housing out there and not a lot of builders making affordable houses, there is not any enough money and enough to do affordable houses. When considering this item, take a look at other models that may enhance the program. It is a great program, but need tweaking with modifications

CONSENT AGENDA: *** Two documents were provided to include item six as a walk on the agenda and a copy of the revised that recently passed.*

Chair Gardner motion to **APPROVE** Consent Agenda Approving CRA Board Meeting Minutes for 3-28-2024; **moved** by Vice Chair Randolph; **second** by Director Daniels; **AYE: ALL, MOTION PASSES.**

BOARD DISCUSSION:

Approval of Resolution CRA-R-2024-13 Approving the Demolition of 225 W. Kennedy Blvd. (Preamble Read) **Chair Gardner motion** to approve Resolution CRA-R-2024-13 Approving the Demolition of 225 W. Kennedy Blvd; **moved** by Vice Chair Randolph; **second** by Director Washington; **AYE: ALL, MOTION PASSES.** **Discussions/Comments:** (Williams) would like to see local vendors submit bids on the work; (Daniels) would like to return property to the Dixon family and let the family make the decision on the demolition;

Approval of Resolution CRA-R-2024- 14 Approving the transfer of funds in the amount of \$200,000 for the Pilot Infill Home Loan Program for property owners of three (3) or more lots, with an annual interest rate of seven percent (7%). (Preamble Read) **Chair Gardner motion** to approve CRA-R-2024- 14 Approving the transfer of funds in the amount of \$200,000 for the Pilot Infill Home Loan Program for property owners of three (3) or more lots, with annual interest rate of seven percent (7%); **moved** by Vice Chair Randolph; **second** by Director Mack w/ question (**Questions/Comments**) suggest to table this item with more time to discuss; (Randolph) would like to see a lessor interest rate of 5 percent; (Washington) if the market is too high, we cannot afford the program; **AYE:** Chair Angie Gardner, Vice-Chair Wanda Randolph, Director Rodney Daniels, Director Theo Washington, **NAYE:** Director Donovan Williams; Director Tarus Mack ; **MOTION PASSES.**

Approval of Resolution CRA-R-2024- 16 Approving for the 4 Roots Mobile Market **Chair Gardner motion** to approve CRA-R-2024- 16 Approving for the 4 Roots Mobile Market; **moved** by Vice Chair Randolph; **second** by Director Mack; **AYE: ALL, MOTION PASSES.** (**Comments**) Will start the 4th Wednesday in May and flyers will be sent in the mail.

(**WALK ON**) Approval of Resolution CRA-R-2024-12 Approving an artist and their submission to complete a mural on the pool wall, approve the artwork submitted Saint & Art of Collab Team, and enter into a mural agreement with Saint & Art of Collab Team. (Preamble Read) **Chair Marlin Daniels motion** to **Approve** CRA-R-2024-12 Approving an artist and their submission to complete a mural on the pool wall, approve the artwork submitted Saint & Art of Collab Team, and enter into a mural agreement with Saint & Art of Collab Team.; **moved Director Mack; second by Vice Chair Randolph;** **AYE:** Chair Angie Gardner, Vice-Chair Wanda Randolph, Director Rodney Daniels, Director Donovan Williams; Director Tarus Mack; **NAYE:** Director Theo Washington; **MOTION PASSES.** **Discussions/Comments:** Myria and Mr. Saint represented the group and answered questions from the directors. This is the same group who painted the previous mural; \$2,500 will go towards supplies; (Gardner) emphasized checking into the insurance.

BOARD REPORTS:

Executive Directive (Shaniqua Rose) – (Updates) Presented her 100-day Plan as the CRA Executive Director by PowerPoint (handout was provided the Board of Directors).

Attorney (Greg Jackson) – No Report

Director Donovan Williams – Request for financials

Director Tarus Mack – Request for financials

Director Rodney Daniels – Inquired about the Investigation and next steps

Director Theo Washington – No Report

Vice Chair Wanda Randolph –Suggested that a vendor list be created, a business expo be coordinated, request for workshops for the pilot infill program to be planned, and request for the 100-day report to be emailed.

Chair Angie Gardner –

****Town Clerk provided the Board of Directors with the revised Town Charter.**

ADJOURNMENT Chair Angie Gardner Motions for Adjournment of Meeting (**Moved** by Director Mack;
Second by Vice Chair W. Randolph; **AYE: ALL, MOTION PASSES. Meeting Adjourned at 8:07 P.M.**

Respectfully Submitted by:

APPROVED

Veronica L King, Town Clerk

Angie Gardner Chair



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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ITEM TITLE: Discussion of the TOECRA Bylaws. (Administration)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> CRA Bylaws 2023
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: It is requested for the TOECRA Board of Directors to discuss the CRA Bylaws.

SUMMARY: The 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 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.

The revised Bylaws of the Town of Eatonville Community Redevelopment Agency was approved July 18, 2023.

RECOMMENDATION: It is recommended for the TOECRA Board of Directors to discuss the CRA Bylaws.

FISCAL & EFFICIENCY DATA: None.

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 term.

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 TOECRA 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.

4.2 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) 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.

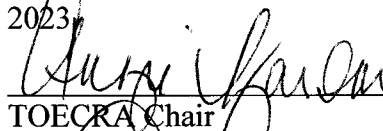
ARTICLE 9: INDEMNIFICATION AND INSURANCE

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


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.

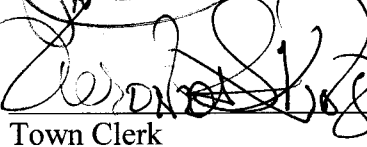
9.2 Insurance. The TOECRA may self-insurance or purchase insurance for the purpose of indemnifying its Board members, officers and employees to the extent that such indemnification is allowed in Section 9.1 herein. The TOECRA may purchase other insurance, including liability and hazard insurance, as 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 18 day of JULY 2023.

 7-28-23
TOECRA Chair Date

 8-2-23
TOECRA Executive Director Date

 12/19/2023
TOECRA General Counsel Date

 12/19/2023
Town Clerk Date



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of the TOECRA and Town of Eatonville Interlocal Agreement adopted on September 21, 2023. (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> Resolution CRA-R-2023-2
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: It is requested for the TOECRA Board of Directors to discuss the CRA and Town of Eatonville Interlocal Agreement adopted on September 21, 2023.

SUMMARY: The TOECRA Board of Directors approved to enter into the Agreement with Town of Eatonville by which the Town would provide staff to TOECRA outlining the scope of services and responsibilities of the parties; and authorizing the TOECRA Board Chairperson to execute same on behalf of the Agency.

RECOMMENDATION: It is recommended for the TOECRA Board of Directors to discuss the CRA and Town of Eatonville Interlocal Agreement adopted on September 21, 2023.

FISCAL & EFFICIENCY DATA: None.

RESOLUTION CRA-R-2023-2

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOECRA AND THE TOWN OF EATONVILLE FLORIDA AUTHORIZING TO THE TOECRA BOARD CHAIRPERSON TO EXECUTE SAME, PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, by the enactment of Orange County Ordinance 97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a Community Redevelopment Trust Fund to address blighted areas within the Community Redevelopment Area; and

WHEREAS, the TOECRA desires to enter an Interlocal Agreement ("Agreement") with the Town of Eatonville, Florida by which the Town will provide staff to TOECRA and which will outline the scope of services and responsibilities of the parties; and

WHEREAS, the Agreement is made and entered into between the parties pursuant to § 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, pursuant to the Agreement the Town of Eatonville Finance Department will handle all financial duties of TOECRA and the Town Clerk's office will handle all record keeping, minutes, coordination and communication with TOECRA directors; and

WHEREAS, the Agreement also permits the Town, with TOECRA Board approval, to provide additional staff to assist TOECRA, in return for TOECRA's agreement to reimburse Town for same.

NOW THEREFORE, The TOECRA hereby resolves as follows:

SECTION ONE: The TOECRA agrees to enter into the Agreement with Town of Eatonville attached hereto as Exhibit "A" attached hereto and authorizes the TOECRA Board Chairperson to execute same on behalf of the Agency.

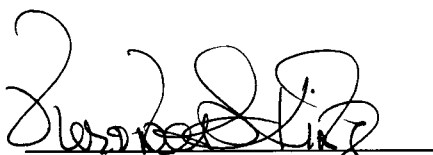
SECTION TWO - CONFLICTS: All Resolutions or parts of Resolutions in conflict with any other Resolution or any of the provisions of the Resolution is hereby repealed.

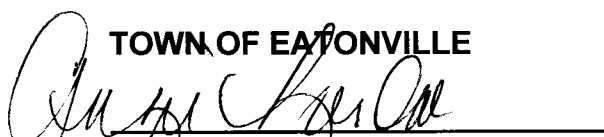
SECTION THREE - SEVERABILITY: If any section or portion of a section of this Resolution is found to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity force or effect of any other section or part of this Resolution.

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

PASSED AND ADOPTED this 21 day September 2023.

ATTEST:


Veronica King, Town Clerk

TOWN OF EATONVILLE

Angie Gardner, Chair

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY

This Interlocal Agreement is made and entered into this ___ day of September 2023, by and between the Town of Eatonville ("Town"), a municipal corporation of the State of Florida and the Town of Eatonville Community Redevelopment Agency ("TOECRA"), a redevelopment agency established pursuant to Florida law, to allow the Town to provide services for TOECRA in return for reimbursement.

SECTION ONE - Term: This Interlocal Agreement ("Agreement") will be effective starting September __, 2023 and will remain in effect until or unless terminated by either party or until the termination of TOECRA. This Agreement may be terminated by the TOWN or TOECRA upon at least thirty (30) days' advance written notice to the other party. Upon termination of the Agreement, the TOWN shall transfer to TOECRA copies of any documents, data, and information requested by TOECRA relating to the services accomplished and/or provided herein. Regardless of the termination of this Agreement, TOECRA shall pay to the TOWN the balance on any outstanding statements or statements for costs incurred but not yet billed as of the termination date. The Town shall also return to TOECRA all unused prepaid funds provided to the Town by the TOECRA.

SECTION TWO - NOTICE: Thirty (30) days' advance written notice of termination of the Agreement by either party shall be given in writing and hand-delivered or mailed to the other party, return receipt requested. Whenever any party desires to give a required notice under this Agreement to any other party, the notice must be written notice, sent by certified United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended.

SECTION THREE - SERVICES: The TOWN agrees to perform the following functions and duties in accordance with established procedures or in the absence of same, as provided for by TOWN in the conduct of its own affairs:

- 3.1 The TOWN shall provide financial services which shall include, but not be limited to, management of TOECRA fiscal accounts, investment of TOECRA assets, payroll, accounting, monthly and annual reporting, federal income and social security tax reporting, sales tax reporting, if any, and other fiscal needs in accordance with Town Policies and Procedures related thereto.
- 3.2 The TOWN shall, when requested by TOECRA, provide personnel services which shall include, but not be limited to, staff recruitment, record retention with respect to personnel actions and such other personnel services as may be needed.
- 3.3 The TOWN shall, when requested by TOECRA provide legal, engineering and planning services to advise TOECRA and to assist in the implementation of the Plan, whether this provide by current staff or outside consultant and legal services.

Exhibit "A"

3.4 TOECRA will be permitted to utilize the services of the TOWN's Purchasing Division with respect to purchasing services and goods necessary for the operation of TOECRA.

3.5 TOECRA will be permitted to utilize the services of the TOWN's Public Works Department with respect to design services and construction services necessary for the operation of TOECRA activities, with the exception of project management services, for which a separate fee will be paid by TOECRA, at TOECRA's sole discretion as to necessity to retain project management services.

3.6 TOECRA may request the TOWN to provide other special services on occasion not initially set forth in this Agreement, subject to the TOWN's agreement to do so.

SECTION FOUR - REIMBURSEMENT AND COMPENSATION: In consideration of providing the services described in SECTION 3 hereof by the TOWN commencing from September __, 2023, TOECRA will compensate the TOWN, to the extent funds of TOECRA are budgeted and available and eligible for payment in accordance with Section 163.387(6). TOECRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act but may not exceed the amount lawfully apportioned and spent by the TOWN in providing said services to TOECRA, and shall not reimburse the TOWN for any expenditures related solely to the conduct of TOWN business or to the TOWN's ordinary operating expenses. It is recognized and acknowledged that full compensation of amounts owed the TOWN by TOECRA should be processed by the 20th day of each month. The TOWN must invoice the TOECRA with all supporting documents supporting all charges.

SECTION FIVE - MISCELLANEOUS:

5.1 Annual Statement and Payment. The TOWN shall prepare and present TOECRA with an annual statement in time for the preparation and submission of TOECRA's annual budget. The annual statement shall reflect current year anticipated costs and all unpaid obligations from prior periods.

5.2 Continued Cooperation. This Agreement assumes close coordination and cooperation between TOECRA and essential TOWN staff and TOWN functions particularly regarding financial administration, reporting, and auditing; and administration and implementation of the TOECRA Redevelopment Plan and capital projects.

5.3 Records. The TOWN and TOECRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by TOECRA and said records shall be kept and maintained for the statutorily required period after the completion of all work to be performed pursuant to this Agreement.

- 5.4 Sovereign immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the TOWN as set forth in Section 768.28, Florida Statutes.
- 5.5 Independent Contractor. The TOWN is an independent contractor under this Agreement. Personal services provided by the TOWN shall be by employees of the TOWN and subject to supervision by the TOWN, and not as officers, employees, or agents of TOECRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the TOWN.
- 5.6 This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by TOECRA or the TOWN, without the prior written consent of the non-assigning party.
- 5.7 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 5.8 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 5.9 Governing Law. This Agreement shall be governed by the law of the State of Florida with venue lying in Orange County.
- 5.10 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

**TOWN OF EATONVILLE TOWN OF EATONVILLE
COMMUNITY REDEVELOPMENT AGENCY**

By: [Signature]
Angie Gardner, Mayor

By: [Signature]
Angie Gardner, Chair

ATTEST:

[Signature]
Veronica King, Town Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26 day of September 2023, by Angie Gardner known to be the Mayor of the Town of Eatonville, Florida, and the Chair of the Town of Eatonville Community Redevelopment Agency, respectively, who acknowledged before me that she executed the foregoing instrument for the purposes therein expressed, and that she was duly authorized so to do.

WITNESS my hand and official seal this 26 day of September 2023.

[Signature]
Notary Public
My Commission Expires



Jonita Robinson
Notary Public
State of Florida
Comm# HH128517
Expires 5/10/2025

Exhibit "A"



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of the TOECRA Attorney's Current Status with the Town of Eatonville Community Redevelopment Agency (**Administration**).

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> • CRA Agenda July 7, 2022 • CRA RESOLUTION-CRA-R-2022-14 • CRA RESOLUTION-CRA-R-2022-14 Supporting Documents
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: It is requested for the TOECRA Board of Directors discuss with decision its desires towards the status of the TOECRA attorney (Gregory Jackson, Esq.).

SUMMARY: The Board of Directors for the TOECRA board approved Resolution CRA-R-2022-14 retaining Gregory Jackson, Esq., as interim General Counsel of the TOECRA, until such time that a permanent General Counsel is retained by the Agency. The relationship between TOECRA and Gregory Jackson, Esq., may be terminated at any time by the Agency or Gregory Jackson, Esq., with thirty (30) days' notice.

RECOMMENDATION: It is recommended that the TOECRA Board of Directors discuss with decision its desires towards the status of the TOECRA attorney (Gregory Jackson, Esq.)

FISCAL & EFFICIENCY DATA: N/A.



AGENDA
COMMUNITY REDEVELOPMENT AGENCY
SPECIAL SESSION MEETING
TOWN HALL (COUNCIL CHAMBERS)
July 6, 2022
5:30 p.m.

I. CALL TO ORDER AND VERIFICATION OF QUORUM
II. INVOCATION & PLEDGE OF ALLEGIANCE
III. CRA BOARD DECISIONS

1. To Hire an interim for Legal Counsel Services of Greg Jackson for TOECRA
2. To Hire an interim Executive Director immediately
3. Status of procedures checkbook signatures (Resolution 2022-28)

IV. CRA DISCUSSION ITEMS

- Status on Resolution 2022-15
- Provide list of Payments made payable to Former Executive Director Michael Johnson from termination date April 19, 2022, to Present. (All documentation and copies to be provided to board members with signatures and approval official)
- Status and review just recent \$1 million TOECRA Grant
- Termination of the Executive Director Michael Johnson Employment Agreement
- Demand return of any funds not applicable to termination of former Executive Director Michael Johnson

V. ADJOURNMENT

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding(s) is made which record included the testimony and evidence upon which the appeal is made. The above notice is required by State Law (F.S. 189.417). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense to arrange for the presence of a certified court reporter at the hearing. For further information regarding the Community Redevelopment Agency, call (407)623-8900. 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.

RESOLUTION CRA-R-2022-_____

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS TO RETAIN GREGORY JACKSON, ESQ., AS THE INTERIM TOECRA GENERAL COUNSEL WITH TERMS OF COMPENSATION AND EFFECTIVE DATE.

RECITALS

WHEREAS, by the enactment of an Orange County Ordinance #97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a community redevelopment trust fund for the community redevelopment area as provided by section 163.387, Florida Statutes;

WHEREAS the Town Council initially adopted a community redevelopment plan on October 25, 1997, pursuant to a resolution of Town Council (the "Plan"); and

WHEREAS the members of the governing body and one (1) additional member appointed by the respective taxing authorities serve as Directors of the Agency; and

WHEREAS such members of the governing body constitute the head of a legal entity, separate, distinct and independent from the governing board of the county and municipality; and

WHEREAS, the TOECRA desires to retain the services of Gregory Jackson, Esq., on a limited basis as the interim General Counsel of the Agency to fill any vacancies until such time that a permanent General Counsel is retained by the Agency.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVLOPMENT AGENCY OF EATONVILLE, FLORIDA:

SECTION ONE: RETENTION OF INTERIM GENERAL COUNSEL. The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby, effectively and immediately, upon the passing of this Resolution retain Gregory Jackson, Esq., as interim General Counsel of the TOECRA, until such time that a permanent General Counsel is retained by the Agency.

SECTION TWO: TERMS. The Board of Directors of the Town of Eatonville Community Redevelopment Agency agrees to pay Gregory Jackson, Esq., a rate of \$250.00 per hour for services rendered. Payments for services shall be remitted no later than ten (10) days from the submission of an Invoice by Gregory Jackson, Esq. The relationship between TOECRA and Gregory Jackson, Esq., may be terminated at any time by the Agency or Gregory Jackson, Esq., with thirty (30) days' notice.

SECTION THREE: CONFLICTS. All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

PASSED AND ADOPTED this ____ day of APRIL 2022.

TOECRA Chairperson, ANGIE GARDNER

ATTEST:

CATHY WILLIAMS, Town Clerk



**Town of Eatonville, Florida
COMMUNITY REDEVELOPMENT
AGENCY**

MAY 17, 2022

Item

Community Redevelopment Action

		Department: CRA- Director Wanda Randolph
	I. CRA DISCUSSION <input checked="" type="checkbox"/>	
	II. CONSENT AGENDA <input type="checkbox"/>	Exhibits: Legal Agreement
	III. NEW BUSINESS <input type="checkbox"/>	
	V. ADMINISTRATIVE <input type="checkbox"/>	

REQUEST Discussion of Legal Agreement for General Counsel of Gregory Jackson.

SUMMARY: Scope of Engagement: To: (i) assist and advise the TOECRA as to matters related to the operation of the Agency; (ii) provide guidance as to the litigation and negotiation activities of the TOECRA, which includes, directing outside counsel whose services may be required from time to time; (iii) conduct and/or coordinate special investigations related to TOECRA functioning and activities at the request of the TOECRA; (iv) assist the TOECRA in community redevelopment efforts of the TOECRA, which may include the review, drafting and negotiation of agreements presented to or by the TOECRA; and (v) attend the TOECRA meetings (i.e., regular, special, emergency, etc.). The TOECRA may request Gregory A. Jackson, Esq. to negotiate directly with other businesses and/or governmental entities (i.e., Orange County, OCPS, etc.) on community redevelopment issues. If direct negotiations with a governmental agency, or any client, that Jackson has previously represented becomes necessary, the TOECRA understands that Jackson will be required to seek and obtain a conflict waiver to represent the TOECRA in the negotiation. Similarly, if the TOECRA requires litigation to ensue against an individual, a business or governmental entity that the Jackson has previously represented, the TOECRA understands that a conflict waiver will be sought and obtained in that regard as well to represent the TOECRA and that Jackson will direct any litigation to the appropriate law firm. Jackson will assist the TOECRA with obtaining counsel for the limited purpose of representing the TOECRA for the subject negotiation or litigation.

RECOMMENDATION: Discussion of Legal Counsel Contract of Gregory Jackson.

Town of Eatonville Community Redevelopment Agency
Agreement for Service - General Counsel

Commencing _____, 2022, Gregory A. Jackson, Esq. ("Jackson"), agrees to provide services to the Town of Eatonville Community Redevelopment Agency ("TOECRA" or "Client") as Interim General Counsel based on the following terms and conditions:

1. **Scope of Engagement:** To: (i) assist and advise the TOECRA as to matters related to the operation of the Agency; (ii) provide guidance as to the litigation and negotiation activities of the TOECRA, which includes, directing outside counsel whose services may be required from time to time; (iii) conduct and/or coordinate special investigations related to TOECRA functioning and activities at the request of the TOECRA; (iv) assist the TOECRA in community redevelopment efforts of the TOECRA, which may include the review, drafting and negotiation of agreements presented to or by the TOECRA; and (v) attend the TOECRA meetings (i.e., regular, special, emergency, etc.). The TOECRA may request Gregory A. Jackson, Esq. to negotiate directly with other businesses and/or governmental entities (i.e., Orange County, OCPs, etc.) on community redevelopment issues. If direct negotiations with a governmental agency, or any client, that Jackson has previously represented becomes necessary, the TOECRA understands that Jackson will be required to seek and obtain a conflict waiver to represent the TOECRA in the negotiation. Similarly, if the TOECRA requires litigation to ensue against an individual, a business or governmental entity that the Jackson has previously represented, the TOECRA understands that a conflict waiver will be sought and obtained in that regard as well to represent the TOECRA and that Jackson will direct any litigation to the appropriate law firm. Jackson will assist the TOECRA with obtaining counsel for the limited purpose of representing the TOECRA for the subject negotiation or litigation.

The TOECRA has not retained Gregory A. Jackson, Esq., to provide advice or represent the TOECRA in the areas of municipal claims for personal injury or other damages, tax, securities, corporate or other specialized areas of law unrelated to the specific representation which has been undertaken. Moreover, Gregory A. Jackson, Esq. does not assume the responsibility or obligation to provide any such other advice unless specifically contracted for in writing. Jackson will assist the TOECRA with obtaining attorneys in specialized areas of the law, if requested to do so. If the TOECRA does not make such arrangements with Gregory A. Jackson, Esq., however, it will be understood that the TOECRA has independently obtained such advice or does not consider it necessary or relevant to the representation which Jackson has undertaken.

2. **Staffing:** Primary responsibility for this engagement will be assumed by Gregory A. Jackson, Esq. Additional staffing needs will depend primarily on the judgment of Gregory A. Jackson, Esq., as to the experience and expertise required to properly discharge his professional responsibilities.
3. **Fees:** Gregory A. Jackson, Esq., shall receive a monthly retainer in the amount of ONE THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/100 (\$1,250.00), which equals five hour of services at a rate of \$250.00 per hour, to attend monthly TOECRA meetings, be available to respond to all inquiries of the TOECRA Executive Director, Chair, Vice

Town of Eatonville Community Redevelopment Agency
 Agreement for Services – General Counsel
 Page 2 of 4

Chair, Board, as well as to be available to respond to questions posed by staff members regarding TOECRA matters. In the event Gregory A. Jackson, Esq., is required to perform tasks that will result in more than the equivalent of five (5) cumulative hours of billable tasks for the subject month, TOECRA shall be billed an hourly charge for such services. In charging for said services, Gregory A. Jackson, Esq. will consider all relevant factors. These include the time and labor required, the novelty and difficulty of the issues, the skill required to properly perform the services, any time limitations imposed under the circumstances, the amount involved and the results obtained. The time required to perform services is recorded and internal hourly rates are applied to the recorded time in the billing process. Current rates for professionals with 20 years or more of experience range from \$300.00 to over \$750.00 per hour depending upon the skill and experience level of the person performing the services. These rates are subject to periodic adjustment. The hourly rate for Gregory A. Jackson, Esq. in light of other professionals with comparable experience is \$550.00 per hour, however, Jackson agrees to reduce his hourly rate to \$250.00. In the event that Jackson is requested to represent the TOECRA as an attorney in a legal matter, a separate agreement outlining TOECRA's Client's Rights and the nature of said legal representation shall be executed and the fee adjusted accordingly to \$550.00 per hour.

4. Costs: Expenses (such as travel, lodging, meals, telephone, tolls, etc.) will be pre-approved and separately itemized on billing statements to the TOECRA. Certain costs may be forwarded to Client for payment directly to the vendor, such as court reporting fees to attend meetings when deemed necessary by Jackson. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Jackson.
5. Submission and Payment of Statements: Gregory A. Jackson, Esq., will submit statements for services rendered and costs advanced. Statements are to be paid in full within 30 days of submission. In the event that any statement is not paid in full within 30 days of receipt by the Client, a five percent (5%) surcharge will be assessed to the subject statement amount and Jackson shall have the option to withdraw from this Service Agreement and the TOECRA hereby consents to withdrawal under those circumstances. Furthermore, a failure to question or object to any charge within 10 days of receipt of the subject statement will constitute the TOECRA's agreement to the statement as presented.
6. Retainer: If legal services of an outside law firm is required and a retainer is requested to undertake the representation of the TOECRA as a new or returning client, the TOECRA at the time of such agreement or upon request will remit the retainer accordingly.
7. Client: Gregory A. Jackson, Esq., has been engaged to represent the TOECRA as an Agency and expressly does not undertake the representation of its officers, directors, board, staff and/or employees, or any parent, subsidiary and/or related corporation or business entities.
8. Term: The term of this Agreement shall be for an initial period of six (6) months and shall be automatically renewed for an additional term of one (1) year at the end of the initial

Town of Eatonville Community Redevelopment Agency
 Agreement for Services – General Counsel
 Page 3 of 4

period ("Renewal Period), for a total of four additional Renewal Periods, unless the TERMINATION provision found in Paragraph 9 of this Agreement is exercised.

9. Termination: This Agreement may be terminated at any time by either party upon sixty (60) days' written notice to the Agency's Board of Directors, unless the parties otherwise agree in writing, to the following, respectively:

Gregory A. Jackson, Esq.
 299 Lorraine Drive, Ste. 1001
 Altamonte Springs, FL 32714

Town of Eatonville CRA
 c/o Executive Director or Chairperson
 307 East Kennedy Blvd.
 Eatonville, FL 32751

10. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. Any provisions not covered by this Agreement may be resolved through the applicable provisions of the Town of Eatonville Bylaws and Community Redevelopment Agency Comprehensive Policies and Procedures Manual.
11. This Agreement may only be amended by a written document signed by the Agency and Jackson and making specific reference to this Agreement.
12. No provision of this Agreement shall be affected by the invalidity of any other provision of this Agreement.
13. The terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties.
14. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any

RECITALS

WHEREAS, by the enactment of an Orange County Ordinance #97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a community redevelopment trust fund for the community redevelopment area as provided by section 163.387, Florida Statutes;

WHEREAS the Town Council initially adopted a community redevelopment plan on October 25, 1997, pursuant to a resolution of Town Council (the "Plan"); and

WHEREAS the members of the governing body and one (1) additional member appointed by the respective taxing authorities serve as Directors of the Agency; and

WHEREAS such members of the governing body constitute the head of a legal entity, separate, distinct and independent from the governing board of the county and municipality; and

WHEREAS, the TOECRA desires to retain the services of Gregory Jackson, Esq., on a limited basis as the interim General Counsel of the Agency to fill any vacancies until such time that a permanent General Counsel is retained by the Agency.

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

SECTION ONE: RETENTION OF INTERIM GENERAL COUNSEL. The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby, effectively and immediately, upon the passing of this Resolution retain Gregory Jackson, Esq., as interim General Counsel of the TOECRA, until such time that a permanent General Counsel is retained by the Agency.

SECTION TWO: TERMS. The Board of Directors of the Town of Eatonville Community Redevelopment Agency agrees to pay Gregory Jackson, Esq., a rate of \$250.00 per hour for services rendered. Payments for services shall be remitted no later than ten (10) days from the submission of an Invoice by Gregory Jackson, Esq. The relationship between TOECRA and Gregory Jackson, Esq., may be terminated at any time by the Agency or Gregory Jackson, Esq., with thirty (30) days' notice.

SECTION THREE: CONFLICTS. All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

PASSED AND ADOPTED this day of JULY 2022.

TOECRA Chairperson, ANGIE GARDNER

ATTEST:

VERONICA KING, Interim Town Clerk

RESOLUTION CRA-R-2022-14

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS TO RETAIN GREGORY JACKSON, ESQ., AS THE INTERIM TOECRA GENERAL COUNSEL WITH TERMS OF COMPENSATION AND EFFECTIVE DATE.

RECITALS

WHEREAS, by the enactment of an Orange County Ordinance #97-M-14 in 1997, the Town Council of the Town of Eatonville, Florida, created a community redevelopment trust fund for the community redevelopment area as provided by section 163.387, Florida Statutes;

WHEREAS the Town Council initially adopted a community redevelopment plan on October 25, 1997, pursuant to a resolution of Town Council (the "Plan"); and

WHEREAS the members of the governing body and one (1) additional member appointed by the respective taxing authorities serve as Directors of the Agency; and

WHEREAS such members of the governing body constitute the head of a legal entity, separate, distinct and independent from the governing board of the county and municipality; and

WHEREAS, the TOECRA desires to retain the services of Gregory Jackson, Esq., on a limited basis as the interim General Counsel of the Agency to fill any vacancies until such time that a permanent General Counsel is retained by the Agency.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF EATONVILLE COMMUNITY REDEVLOPMENT AGENCY OF EATONVILLE, FLORIDA:

SECTION ONE: RETENTION OF INTERIM GENERAL COUNSEL. The Board of Directors of the Town of Eatonville Community Redevelopment Agency does hereby, effectively and immediately, upon the passing of this Resolution retain Gregory Jackson, Esq., as interim General Counsel of the TOECRA, until such time that a permanent General Counsel is retained by the Agency.

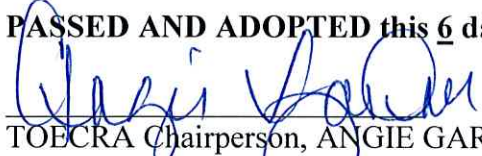
SECTION TWO: TERMS. The Board of Directors of the Town of Eatonville Community Redevelopment Agency agrees to pay Gregory Jackson, Esq., a rate of \$250.00 per hour for services rendered. Payments for services shall be remitted no later than ten (10) days from the submission of an Invoice by Gregory Jackson, Esq. The relationship between TOECRA and Gregory Jackson, Esq., may be terminated at any time by the Agency or Gregory Jackson, Esq., with thirty (30) days' notice.

SECTION THREE: CONFLICTS. All Resolutions of the Town of Eatonville Community Redevelopment Agency or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

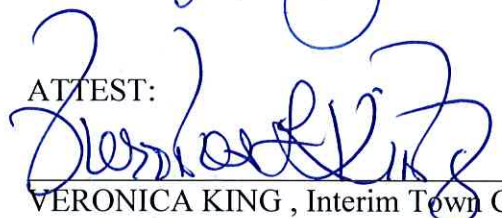
SECTION FOUR: SEVERALBILITY. If any section or portion of a section of this Resolution is found to be invalid, unlawful or unconstitutional it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

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

PASSED AND ADOPTED this 6 day of JULY 2022.


TOECRA Chairperson, ANGIE GARDNER

ATTEST:


VERONICA KING , Interim Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of the TOECRA Financials. (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION		Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none"> • CRA Resolution CRA-R-2023-1 • CRA Approved Budget • CRA Financial Report • CRA Itemized Expenses • Budget Amendment One
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	YES	

REQUEST: It is requested for the TOECRA Board of Directors to discuss the TOECRA Financials.

SUMMARY: The TOECRA Board of Directors approved Resolution CRA-R-2022-22 on October 18, 2022 (effective immediately), directing the Executive Director or Appointed Staff to Provide Financial Statements, as well as Checks and Bank Statement at each TOECRA Regular Meeting. The TOECRA desires to have a full accounting of the financial actions taken by or on behalf of the TOECRA from month to month to make proper financial decisions for the Agency. Unless otherwise directed by the Board, the Financial Statements, as well as Checks and Bank Statement shall be for the three-month period preceding the Regular TOECRA Meeting.

RECOMMENDATION: It is recommended for the TOECRA Board of Directors to discuss the TOECRA Financials.

FISCAL & EFFICIENCY DATA: None.

RESOLUTION CRA-R-2023-1

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS ADOPTING THE FISCAL YEAR 2023/2024 BUDGET, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS section 218.33(1), Florida Statutes, states "Each local governmental entity shall begin its fiscal year on October 1 of each year and end it on September 30"; and

WHEREAS Section 218.31 defines "Local Governmental Entity" to include special districts, such as TOECRA; and separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA shall adhere to section 218.33(1), Florida Statutes, in order to be in compliance with the requirement to adopt a budget on or before September 30, 2023, to prevent any adverse impact to the TOECRA and/or general Town Government.

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

SECTION ONE The recitals above are acknowledged and in keeping with Section 163, Part III, of the Florida Statutes.


SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency (TOECRA) or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year as indicated above.

PASSED AND ADOPTED this 21 day of SEPTEMBER 2023.


Angie Gardner, Chairwoman

ATTEST:


Veronica King, Town Clerk



COMMUNITY REDEVELOPMENT AGENCY

FY 2023-2024

Proposed Budget

RA

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Department Description

Our goal is to improve areas within the Town of Eatonville that have not traditionally benefitted from significant private sector investment and where deteriorating property conditions have resulted in a relatively low tax base. Through the investment of tax increment financing (TIF) dollars and sustained economic redevelopment, our goal is to make the Town an economically vibrant, safe, and attractive.

The actions we will take are largely in three areas – investing TIF resources, creating effective incentive programs, and shaping the regulatory environment. By wisely using these key redevelopment tools, we provide a solid foundation for attracting private investment.

Our work is guided by certain key principles:

- ♦ **Community Collaboration** - We proactively engage the talents and energies of our citizens and key stakeholders in revitalizing our communities.
- ♦ **Financial Stewardship** - As stewards of public resources, we provide transparent financial planning and reporting, and ensure that the CRA is a prudent investor in public/private partnerships.
- ♦ **Inspiration** - We bring the best talent possible to our planning and design review efforts with the goal of inspiring our communities to create attractive, "livable" places.
- ♦ **Market Perspective** - Our efforts are successful because we allow the private sector to profitably respond to market demands with reasonable risk.
- ♦ **Outcome Accountability** - We measure our success based on achieving results such as improved community aesthetics, improved quality of life, and increasing tax revenues.

RA

Mission and Vision Statements

THE DEPARTMENT'S MISSION IS:

The mission of the Town of Eatonville Community Redevelopment Agency (CRA) is to aggressively pursue redevelopment and revitalization activities within the CRA District, with emphasis on providing more housing market rate and affordable, cultural arts opportunities, improving long-term transportation needs and encouraging retail development to include mixed use projects.

THE DEPARTMENT'S VISION IS:

To create and sustain a viable community where citizens, stakeholders and visitors can live, work and play while enhancing the town's tax base by eliminating slum and blighted areas, addressing affordable housing, and stimulating the economic development activities while being a catalyst for public/private investment.

Goals & Objectives

GOAL: Update CRA Plan

Objective: Elimination of blight and deteriorated structures through housing rehabilitation programs and the provision of necessary municipal facilities, infrastructure, and services.

Objective: Encouragement of residential development that will improve the aesthetic quality of the area while providing a variety of housing types to meet the varied needs of our community.

Objective: Protect the aesthetic value of the community in conjunction with its physical resources.

Objective: Provide a segment of a compact downtown recreational, governmental, residential, commercial office, and restaurant/specialty-shopping district, which is easily accessible to all citizens of Eatonville.

Objective: Encourage commercial developments to protect, utilize and emphasize the historic and natural characteristics of the Town.

GOAL: Develop Strategic Action Plan

Objective: Set strategic goals for multi-year initiatives that directly support the CRA plan.

Objective: Establish economic development and employment opportunities for the citizens of Eatonville by broadening the present economic base to diversify both skilled and unskilled job opportunities.

Objective: Support additional private sector initiatives that might evolve.

Objective: Establish marketing strategies and incentive programs to attract businesses to the Town.

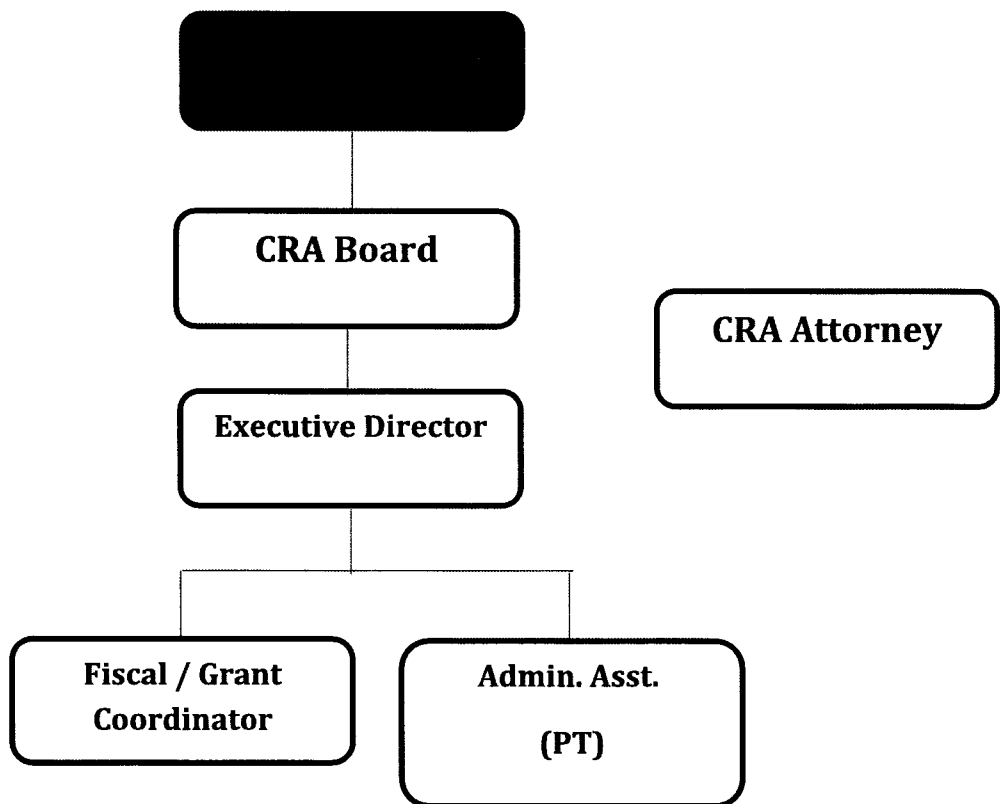
RA

Department Revenue Projections

Revenue	FY-23 BUDGET	FY-23 ACTUAL	FY-24 PROPOSESD
Ad Valorem – Orange County	\$150,000	\$132,528.67	\$150,000
TIF – Town of Eatonville	\$200,000	\$217,971.34	\$200,000
OTHER FINANCING SOURCES & USES		\$0.00	\$0.00
		\$0.00	
CRA Balance Forward		\$593,000	\$593,000
Interest Earnings		\$990.36	\$1,000
Total:	\$350,000	\$944,490.37	\$944,000

RA

Organizational Chart



RA

Personal Services

STAFF SALARIES 303-0515-515-1200

JOB TITLE	FY-23 BUDGET	FY-23 ACTUAL	FY-24 PROPOSESD
Executive Director	\$56,000	\$52,769.23	\$56,000
Fiscal Coordinator (Full- time)	\$18,000	\$0.00	\$36,000
Admin Assistant (Part Time)	\$18,000	\$5,864.70	\$18,000
Total:	\$92,000	\$58,633.93	\$110,000

RA

Operating Expenditures

OPERATING SERVICES

Description	FY 23 Budget	FY 23 Actual	FY 24 Proposed
Professional Services	\$50,000	\$1,400	\$50,000
Contractual Services	\$1,000	\$15,950	\$18,000
Accounting & Auditing	\$10,000	\$10,000	\$10,000
Rental Leases	\$10,000	\$19,585.92	\$10,000
Gas & Oil	\$3,000	\$512.73	\$1,500
Travel & Per Diem	\$3,750	\$100	\$3,750
Communication Services	\$3,000	\$2,300	\$3,000
Mail & Freight	\$2,000	\$0.00	\$2,000
Utility Services	\$3,670	\$2,376.40	\$1,00.00
Insurance	\$40,000	\$36,264.32	\$40,000
Bldg. Repair & Maintenance	\$10,000	\$2,180.46	\$0.00
Printing & Binding	\$1,000	\$0.00	\$1,000
Promotional Activities	\$2,500	\$0.00	\$2,500
Legal Ads	\$1,000	\$0.00	\$1,000
Office Supplies	\$3,000	\$0.00	\$3,000
Operating Supplies	\$1,000	\$0.00	\$1,000
Books, Publications, Subscriptions	\$1,000	\$620.00	\$1,000
Contingency	\$0.00	\$0.00	\$0.00
Misc. Expenses	\$0.00	\$0.00	\$0.00
Total	\$145,920	\$91,290	\$147,750

RA

Proposed Staff Changes

The Department changes for FY22-23 are to increase the portion of the Grants / Fiscal Coordinator position by \$18,000 totaling \$36,000 that the CRA will split with the Town.

Justification:

This position exists within the CRA and Finance departments. The person in this position reports to the CRA and Finance Directors and is responsible for providing analysis for grants and fiscal management. This position develops, coordinates, and administers grants. It coordinates, reviews, evaluates, and reports on grants at various stages to ensure grant compliance. This position will also serve as the Fiscal coordinator for the CRA. Overseeing and directing the accounting, financial auditing and reporting, and budgeting for the agency. Recommends and implements accounting and financial systems to meet contract compliance requirements and serves as financial advisor to agency.

PROPOSED DELETIONS

The department has no proposed deletions for FY 23-24

PROPOSED TITLE CHANGES

The department has no proposed deletions for FY 23-24

RA

Capital Outlays

	FY-23 BUDGET	FY-23 ACTUAL	FY-24 PROPOSESD
BOD Project / Loan Reserves / Acquisitions	\$0.00	\$0.00	\$0.00
Mainstreet Program	\$0.00	\$0.00	\$0.00
Programming & Grants	\$0.00	\$0.00	\$95,000
PEC	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	
Total:	\$0.00	\$0.00	\$95,000
Total Expenditures			

RA

Projects / Programs

CURRENT PROGRAMS

No Capital Outlay Projects or Programs were funded in the adopted budget for Fiscal Year 2022-2023.

PROPOSED FY24 PROJECTS / PROGRAMS

Projects and programs for the Fiscal Year 2024 operating budget include:

CRA Plan Update (\$25,000)

The Plan is created to address slum and blight issues by outlining an action and finance plan. A CRA Plan should be reviewed and possibly updated every five to seven years. The new CRA plan refocuses the redevelopment efforts on economic development as a tool to drive growth in Tax Increment Revenues, which can then be reinvested into the additional strategies identified by the plan such as community benefits, infrastructure, affordable housing, and neighborhood enhancement. The plan's economic development strategy focuses on Downtown redevelopment including arts and culture, mixed-use and residential development.

Small Business Development Program (\$20,000)

The Town and CRA have formed a partnership with the Florida SBDC (Small Business Development Center) at UCF to provide direct assistance to small businesses. The Florida Small Business Development Center (SBDC) Network is the State of Florida's principal provider of small business assistance. The Small Business Development Center provides one-on-one assistance to small businesses including International Market Planning; Export Market Planning; Government Contracting; Strategic Planning; Strategic Marketing Planning; Access to Capital; Loan Proposal Development; Cash Flow Management; Leveraging Social Media; Websites development; Feasibility Studies; and Targeted Market Research.

The CRA assists in providing this service to ensure that small businesses have the network and resources needed to succeed within the redevelopment area. SBDC provides a dedicated consultant in Eatonville who will deliver one on one consulting to local business owners in the areas of business management throughout their business life cycle.

Projects / Programs Cont.

Residential Façade Grant (\$30,000)

This program will immediately enhance the aesthetics of single-family and multi-family up to 2-unit properties within the residential neighborhoods of the TOECRA CRA. This program will provide curb appeal to single-family 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 per property for exterior improvements.

Ring Camera Program (\$20,000)

The program will help our citizens combat crime within their neighborhoods and homes by purchasing Ring Doorbell Cameras for qualified residents. This program is designed to give residents and law enforcement additional tools to assist with public safety while protecting quality of life.

RA

DEPARTMENT	ACCOUNT NAME	ACCOUNT NUMBER	FISCAL YR 2023 PROPOSED BUDGET	FISCAL YR 2023 APPROVED BUDGET	FISCAL YR 2023 ACTUAL YTD REV/EXPENDITURES	FISCAL YR 2024 APPROVED BUDGET
AD VALOREM TAXES						
	Ad Valorem Taxes - Orange County	303-311.1000	150,000.00	150,000.00	132,529.67	120,000.00
	TIF - Town of Eatonville	303-319.0000	200,000.00	200,000.00	217,971.34	230,000.00
OTHER FINANCING SOURCES & USES						
	Received from GF - Administration Svcs	303-341.9000				
	DUE TO CRA FROM TOE GF		322,000.00			
	CRA Balance Forward		600,000.00			593,000.00
	Interest Earnings	303-361.0000				1,000.00
TOTAL CRA REVENUES						
	CRA - 303-515		1,272,000.00	350,000.00	350,501.01	944,000.00
EXPENDITURES						
PERSONAL SERVICES						
	Salaries & Wages - Regular					
	CRA Executive Director	303-0515-515.1200	81,343.00	56,000.00	0.00	65,000.00
	CRA Admin Asst PT	303-0515-515.1200	40,000.00	18,000.00	9,065.20	18,000.00
	CRA Fiscal Coordinator /TOE	303-0515-515.1200	20,000.00	18,000.00	0.00	36,000.00
TOTAL SALARIES & WAGES						
			141,343.00	92,000.00	9,065.20	119,000.00
FRINGE BENEFITS						
	FICA Taxes - 7.65%	303-0515-515.2100	13,108.00	13,108.00	693.49	8,415.00
	Retirement 5%	303-0515-515-2200	7,068.00	7,068.00	0.00	0.00
	Health/Life Insurance	303-0515-515-2300	16,000.00	16,000.00	0.00	9,888.00
	Unemployment Compensation	303-0515-515.2500				
	Workers' Compensation	303-0515-515.2400				
TOTAL FRINGE BENEFITS						
			36,176.00	36,176.00	693.49	18,303.00
TOTAL PERSONAL SERVICES						
			177,519.00	128,176.00	9,758.69	137,303.00

OPERATING SERVICES					
Professional Services	303-0515-515.3100	200,000.00	50,000.00	5,801.25	50,000.00
Contractual Services	303-0515-515.3400	50,000.00	1,000.00		18,000.00
<i>Attorney Fees</i>				17,550.00	
<i>Administrator Contract</i>				55,353.30	
Accounting & Auditing	303-0515-515.3200	10,000.00	10,000.00	16,500.00	10,000.00
Rental Leases	303-0515-515.4400	20,000.00	10,000.00	19,641.24	3,047.00
Gas & Oil	303-0515-515.5290	3,000.00	3,000.00	662.73	1,500.00
Travel & Per Diem	303-0515-515.4000	7,500.00	3,750.00	100.00	3,750.00
Communication Services	303-0515-515.4100	3,000.00	3,000.00	1,990.45	3,000.00
Mail & Freight	303-0515-515.4200	2,000.00	2,000.00	0.00	2,000.00
Utility Services	303-0515-515.4300	7,340.00	3,670.00	1,997.21	2,900.00
Insurance	303-0515-515.4500	40,000.00	40,000.00	36,445.00	40,000.00
Bldg. Repair & Maintenance	303-0515-515.4611	10,000.00	10,000.00	2,808.46	0.00
Printing & Binding	303-0515-515.4700	1,000.00	1,000.00	0.00	1,000.00
Promotional Activities	303-0515-515.4800	2,500.00	2,500.00	0.00	2,500.00
Legal Ads	303-0515-515.4900	1,000.00	1,000.00	0.00	1,000.00
Office Supplies	303-0515-515.5100	3,000.00	3,000.00	66.14	3,000.00
Operating Supplies	303-0515-515.5210	1,000.00	1,000.00	0.00	1,000.00
Books, Publications, Subscriptions	303-0515-515.5400	7,000.00	1,000.00	945.49	1,000.00
Contingency	303-0515-515.5800	322,200.00	0.00	0.00	0.00
Misc. Expenses	303-0515-515.5900	3,000.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES		693,540.00	145,920.00	159,861.27	143,697.00
CAPITAL OUTLAYS					
BOD Project / Loan Reserves / Acquisitions	303-0515-515.6202	259,798.00			
Mainstreet Program	303-0515-515.6400				
Programming & Grants					70,000.00
PEC					
Others					593,000.00
TOTAL CAPITAL OUTLAYS		259,798.00	0.00	0.00	663,000.00
TOTALS		1,130,857.00	274,096.00	169,619.96	944,000.00

Revenue Account Range: 303-311-1000 to 303-384-0000

Expend Account Range: 303-0515-515-0000 to 303-0539-539-5240

Print Zero YTD Activity: No

Include Non-Anticipated: Yes

Include Non-Budget: No

Year To Date As Of: 04/30/24

Current Period: 04/01/24 to 04/30/24

Prior Year: 04/01/23 to 04/30/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
303-311-1000	CRA TAXES - CURRENT	0.00	120,000.00	0.00	131,263.12	11,263.12	109
303-319-0000	TIF PAYMENT FROM TOWN	0.00	230,000.00	0.00	219,236.88	10,763.12 -	95
303-361-0000	INTEREST EARNINGS	2,227.26	1,000.00	2,341.35	16,545.09	15,545.09	***
303-369-0100	CRA BALANCE FORWARD	0.00	593,000.00	0.00	0.00	593,000.00 -	0
	CRA Revenue Totals	2,227.26	944,000.00	2,341.35	367,045.09	576,954.91 -	38
Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-0000	COMMUNITY DEVELOPMENT DEPT.	0.00	0.00	0.00	0.00	0.00	0
303-0515-515-1200	REGULAR WAGES - CRA	0.00	75,000.00	5,769.60	23,110.50	51,889.50	31
303-0515-515-1300	CRA REGULAR SALARIES PART TIME	0.00	54,000.00	1,804.82	11,458.30	42,541.70	21
303-0515-515-2100	FICA TAXES	0.00	8,415.00	579.45	2,644.53	5,770.47	31
303-0515-515-2300	HEALTH & LIFE INSURANCE	0.00	9,888.00	0.00	0.00	9,888.00	0
303-0515-515-3100	PROFESSIONAL SERVICES	0.00	50,000.00	0.00	2,708.39	47,291.61	5
303-0515-515-3200	ACCOUNTING AND AUDITING	0.00	10,000.00	0.00	3,800.00	6,200.00	38
303-0515-515-3400	CONTRACTUAL SERVICES	0.00	18,000.00	125.00	10,473.88	7,526.12	58
303-0515-515-3420	PLANNING & COMM DEMOLITION ASSISTANC	0.00	50,000.00	0.00	0.00	50,000.00	0
303-0515-515-3430	PLANNING & COMM SMALL BUS FACADE	0.00	60,000.00	0.00	0.00	60,000.00	0
303-0515-515-4000	TRAVEL	0.00	3,750.00	0.00	0.00	3,750.00	0
303-0515-515-4100	COMMUNICATION	0.00	3,000.00	289.28	1,085.27	1,914.73	
303-0515-515-4200	MAIL AND FREIGHT	0.00	2,000.00	0.00	0.00	2,000.00	
303-0515-515-4300	UTILITY SERVICES	0.00	2,900.00	0.00	693.59	2,206.41	

Town Of Eatonville
CRA FINANCIAL REPORT
AS OF APRIL 30 2024

05/02/2024
10:40 AM

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
303-0515-515-4400	RENTALS AND LEASES	0.00	3,047.00	0.00	708.02	2,338.98	23
303-0515-515-4500	INSURANCE	0.00	40,000.00	0.00	38,095.00	1,905.00	95
303-0515-515-4600	REPAIRS & MAINTENANCE	0.00	0.00	0.00	69.26	69.26 -	0
303-0515-515-4622	GRANT PROGRAM - PAINT, PLANT & PAVE	0.00	50,000.00	0.00	0.00	50,000.00	0
303-0515-515-4632	HOME LOAN PROGRAM - THE PILOT INFILL	0.00	200,000.00	0.00	0.00	200,000.00	0
303-0515-515-4700	PRINTING & BINDING	0.00	1,000.00	0.00	133.00	867.00	13
303-0515-515-4800	PROMOTIONAL ACTIVITIES	0.00	2,500.00	0.00	0.00	2,500.00	0
303-0515-515-4900	LEGAL ADS	0.00	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-5100	OFFICE SUPPLIES	0.00	3,000.00	113.97	1,531.45	1,468.55	51
303-0515-515-5210	OPERATING SUPPLIES	0.00	1,000.00	0.00	686.26	313.74	69
303-0515-515-5290	GAS & OIL	0.00	1,500.00	0.00	35.00	1,465.00	2
303-0515-515-5400	BOOKS, PUBLICATIONS, SUBSCRIPTS	0.00	1,000.00	0.00	0.00	1,000.00	0
303-0515-515-6202	REDEVELOPMENT & GRANT PROGRAMS	0.00	20,000.00	0.00	0.00	20,000.00	0
303-0515-515-6301	INFRASTRUCTURE IMPROVEMENT	0.00	273,000.00	0.00	0.00	273,000.00	0
	0515 PLANNING & COMMUNITY DEV.	0.00	944,000.00	8,682.12	97,232.45	846,767.55	10
	CRA Expenditure Totals	0.00	944,000.00	8,682.12	97,232.45	846,767.55	10

303 CRA	Prior	Current	YTD
Revenues:	2,227.26	2,341.35	367,045.09
Expenditures:	0.00	8,682.12	97,232.45
Net Income:	2,227.26	6,340.77 -	269,812.64

Section VII. Item #6.

Grand Totals	Prior	Current	YTD
Revenues:	2,227.26	2,341.35	367,045.09

Expenditures:	0.00	8,682.12	97,232.45
Net Income:	2,227.26	6,340.77 -	269,812.64

RESOLUTION #CRA-R-2024-15 - AMENDED

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) BOARD OF DIRECTORS ADOPTING BUDGET AMENDMENT ONE FOR FISCAL YEAR 2023-2024 BUDGET, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS section 218.33(1), Florida Statutes, states "Each local governmental entity shall begin its fiscal year on October 1 of each year and end it on September 30"; and

WHEREAS Section 218.31 defines "Local Governmental Entity" to include special districts, such as TOECRA; and separate, distinct, and independent from the governing board of the County and Municipality; and

WHEREAS the TOECRA seeks to create several new programs to enhance the Area and it requires funding.

- Small Business Façade, Site Improvement, and Adaptive Reuse Program - \$60,000
- Demolition Assistance Program - \$50,000

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

SECTION ONE: RECITALS: The recitals above are acknowledged and in keeping with Section 163, Part III, of the Florida Statutes.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville Community Redevelopment Agency (TOECRA) or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year as indicated above.

PASSED AND ADOPTED this 28 day of March 2024.


Marlin Daniels, Chair

ATTEST:


Veronica L. King, Town Clerk



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
MARCH 28, 2024, AT 06:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2024- 17 Approving a Demolition Assistance Program funding agreement with property owner of 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50). (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none">• Resolution CRA-R-2024-17• Application• Funding Agreement
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2024-17 Approve a Demolition Assistance Program funding agreement with property owners of 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50).

SUMMARY: The TOECRA Board of Directors approved the Demolition Assistance Program (DAP) on March 28, 2024, to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the 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. TOECRA has received a funding request by the property owners at 114 Washington 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50), which is 50% of the lowest quote totaling six thousand three hundred eighty-five dollars (\$6,385).

RECOMMENDATION: Staff is recommending the Board of Directors to Approve a Demolition Assistance Program funding agreement with property owners of 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50), which is 50% of the lowest quote totaling six thousand three hundred eighty-five dollars (\$6,385).

FISCAL & EFFICIENCY DATA: The funds will come from budget line item 303-0515-515-3420, which has a total balance of \$50,000.

RESOLUTION #CRA-R-2024-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A DEMOLITION ASSISTANCE PROGRAM FUNDING AGREEMENT WITH PROPERTY OWNERS OF 114 WASHINGTON AVENUE IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS AND FIFTY CENTS (\$3,192.50) PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the TOECRA Board of Directors do hereby desire to Approve a Demolition Assistance Program funding agreement with property owners of 114 Washington Avenue in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50).

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

SECTION ONE: PROGRAM PURPOSE: The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the 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.

SECTION TWO: ELIGIBILITY CRITERIA: Must be a permanent structure, must be vacant and uninhabitable, must be current on property taxes, property must be clear of any outstanding liens, must be free of hazardous materials and substances, must be within the TOECRA boundaries; and

SECTION THREE: ELIGIBLE USE OF FUNDS: Funds can be used for demolition and disposal; and

SECTION FOUR: PROPERTY ELIGIBILITY: Any site within the TOECRA deemed substandard or deteriorated. The structure must be functionally obsolete or economically unfeasible to repair, as determined by the town. Structures must have been abandoned or vacant for at least a year before they can be demolished under this program. The Residential Property DAP matching grant funds are available to qualifying residential property owners within the indicated TOECRA Area and are intended for rehabilitation and restoration of sites only, not for the improvement of undeveloped sites.

SECTION FIVE: APPLICANT ELIGIBILITY: Applicants must be able to demonstrate the following:

- Ownership of the property

- The property is located within TOECRA.
- The applicant(s) is current on all property taxes.
- As a condition of approval any and all Town of Eatonville liens and/or outstanding debts to the TOECRA or Town, if any, shall be satisfied. Any exceptions to this requirement shall be resolved on a case-by-case basis by the TOECRA Board.
- The property is not in foreclosure.
- Documentation of proposed activities to determine eligibility.
- The work on the site has not commenced.
- The property must be current on water, sewer, garbage, tax bills, active building permits.
- The property must have conducted a study on the presence of contamination and toxic substances within the structure of the building.

The TOECRA DAP is designed to incentivize and expedite the removal of obsolete buildings and make way for redevelopment. This program provides grant funds to facilitate the demolition of existing principal and secondary/accessory structures within the TOECRA to achieve several economic development-focused goals.; and

SECTION SIX: PROGRAM OVERVIEW: The DAP is an initiative by the TOECRA designed to encourage the replacement of aging and blighted structures in the TOECRA area. The purpose of this program is to provide grant assistance to property owners who are looking to invest or reinvest in the TOECRA by replacing existing structures and to property owners who have an interest in making their properties available for development. The DAP is intended to support economic development and growth in the TOECRA area by providing financial assistance to property owners who are committed to improving their properties through demolition projects that prepare parcels for modern development. By doing so, the program seeks to facilitate development and promote the growth of the local economy; and

SECTION SEVEN: PROGRAM GOALS: The DAP aims to achieve several program goals that align with the TOECRA broader economic development objectives. These goals are designed to support job creation, business attraction and retention, enhance the local economy, and foster collaboration between the Town of Eatonville, the CRA, and the business community.

The program seeks to accomplish the following goals:

- **Revitalization:** The DAP is designed to revitalize underutilized and deteriorated areas and to eliminate slum and blight.
- **Economic Growth:** The DAP will increase tax increment funding within the TOECRA by promoting investment, economic growth, and the modernization of structures.
- **Appearance Enhancement:** The DAP will, subsequent to demolition and after redevelopment, enhance the overall appearance of buildings to improve attractiveness to residents, visitors, and potential investors.; and

SECTION EIGHT: GRANT AWARD: The DAP will provide grants covering 50% of demolition costs up to \$5,000. As a condition of being granted an award, all applicants that receive assistance will be required to place a sign or placard at sites supported under this award that informs the public that the improvement is funded in part by the TOECRA. Please note that awards are subject to funding availability and at the discretion of the Town Chief Administrative Officer and TOECRA.

SECTION NINE: GRANT AWARD FUNDING: The property owner at 114 Washington Ave has submitted assistance from the Demolition Assistance Program in the amount of three thousand one hundred ninety-two dollars and fifty cents (\$3,192.50), which is 50% of the lowest quote totaling six thousand three hundred eighty-five dollars (\$6,385).

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

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

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

PASSED AND ADOPTED this 16TH day of MAY 2024.

Angie Gardner, Chair

ATTEST:

Veronica L. King, Town Clerk

PROJECT INFORMATIONProperty Owner/Applicant Name: Jennifer D. CurreyDate: 4/17/2024Project Address: 114 Washington AvePhone Number: 407-927-9567Parcel ID: 35-21-29-4572-21980Email Address: jennynd298@yahoo.comFunding Amount Applying For: \$ 5000.00

Project Description (Please describe the project and submit any drawings as may be applicable):

Demo existing home2/1 1961 Pre fab home, exterior wall -wood with aluminum sidingInterior wall - wall boardHome is beyond repair.future plans - to build a single family home**Applicant Certification and Signatures**

I certify that the information provided in this application is true and accurate to the best of my ability and no false or misleading statements have been made in order to secure approval of this application. You are authorized to make all the inquiries you deem necessary to verify the accuracy of the information contained herein.

Applicant Signature: [Signature]Print Name: Jennifer CurreyDate: 4-17-2024

Bid Information

As owner of the property/properties located below, I have received a minimum of two quotes to undertake the activities specified in this application.

Property Address: 114 Washington Ave.

Property Identification Number: 35-21-29-4572-21980

Owner Signature: _____

Print Name: Jennifer Currey

Date: 4-17-2024

Bids Attached: Grant Tree Service & First Choice Solution

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

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

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

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Demolition Assistance Program policies, procedures, and conditions.

Applicant Signature: _____ Date: 4/17/2024

Property Owner Signature: _____ Date: 4/17/2024

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

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

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

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

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

Further Affiant sayeth not.

Signature _____ Date: 4-17-2024

PROPERTY ADDRESS

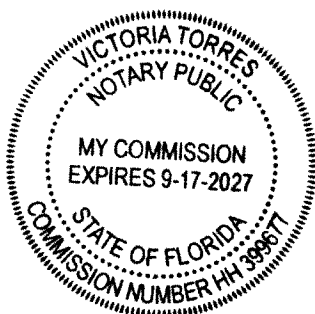
114 Washington Ave

Sworn to and subscribed before me

This APRIL day of 17TH 2024

Notary Public, State of Florida at Large
My Commission Expires: 09/17/2027

[Signature]



Property Record - 35-21-29-4572-21-980

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

Property Summary as of 04/11/2024

Property Name

114 Washington Ave

Names

DeLaughter Jennifer

Municipality

EVL - Eatonville

Property Use

0103 - Single Fam Class III

Mailing Address

3578 Crimson Clover Dr
Mount Dora, FL 32757-7452

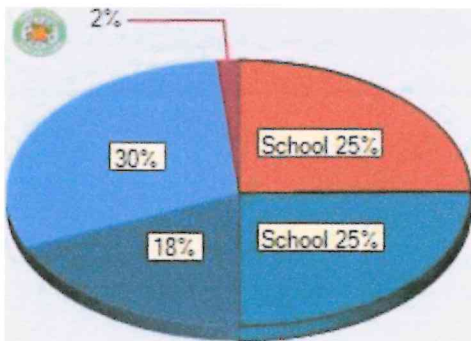
Physical Address

114 Washington Ave
Orlando, FL 32810

OR
OR
Code
Code
For
Mobile
Phone












292135457221980 01/30/2007



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land	Building(s)	Feature(s)	Market Value	Section VIII. Item #7.
2023	 	\$40,000	+	\$44,182	+	\$0 = \$84,182 (29%) \$40,627 (10%)
2022	 	\$30,000	+	\$35,165	+	\$0 = \$65,165 (36%) \$36,934 (10%)
2021	 	\$16,000	+	\$31,999	+	\$0 = \$47,999 (16%) \$33,576 (10%)
2020	 	\$14,000	+	\$27,522	+	\$0 = \$41,522 \$30,524

Tax Year Benefits		Tax Savings
2023	 	\$535
2022	 	\$347
2021	 	\$178
2020	 	\$136

2023 Taxable Value and Certified Taxes

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	Taxes	%
Public Schools: By State Law (Rle)	\$84,182	\$0	\$84,182	3.1730 (-1.28%)	\$267.11	26%
Public Schools: By Local Board	\$84,182	\$0	\$84,182	3.2480 (0.00%)	\$273.42	26%
Orange County (General)	\$40,627	\$0	\$40,627	4.4347 (0.00%)	\$180.17	17%
Town Of Eatonville	\$40,627	\$0	\$40,627	7.2938 (0.00%)	\$296.33	29%
Library - Operating Budget	\$40,627	\$0	\$40,627	0.3748 (0.00%)	\$15.23	1%
St Johns Water Management District	\$40,627	\$0	\$40,627	0.1793 (-9.17%)	\$7.28	1%
				18.7036	\$1,039.54	

2023 Non-Ad Valorem Assessments

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

Property Features

Property Description

LAKE LOVELY ESTATES SUB R/121 LOT 198 BLK B

Total Land Area

5,002 sqft (+/-) | 0.11 acres (+/-) GIS Calculated

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0100 - Single Family	R-2	1 LOT(S)	working...	working...	working...	working...

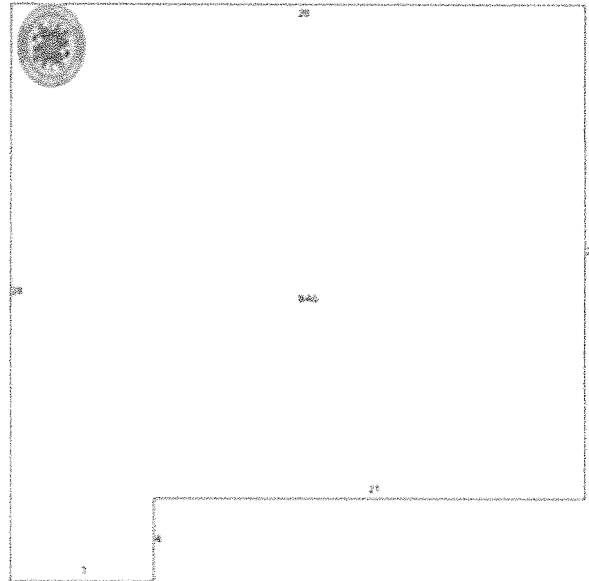
Buildings

Model Code 01 - Single Fam Residence
Type Code 0103 - Single Fam Class III
Building Value working...
Estimated New Cost working...
Actual Year Built 1961
Beds 2
Baths 1.0
Floors 1
Gross Area 700 sqft
Living Area 700 sqft
Exterior Wall Alum/Vylsd
Interior Wall Wall.Bd/Wd

Subarea Description
 BAS - Base Area

Sqft
 700 working...

Section VIII. Item #7.



Extra Features

Description	Date Built	Units	Unit Price	XFOB Value
SHNV - Shed No Value	01/01/1999	1 Unit(s)	working...	working...

Sales

Sales History

Sale Date	Sale Amount	Instrument #	Book/Page	Deed Code	Seller(s)	Buyer(s)	Vac/Imp
02/28/2007	\$100	20070129878	09134 / 1956	Quitclaim Deed	DeLaughter Inez R	DeLaughter Jennifer	Improved
11/01/1979	\$100	19791463654	03073 / 1364	Quitclaim Deed			Improved

Similar Sales

Address	Sale Date	Sale Amount	\$/SQFT	Deed Code	Beds/Baths	Instrument #	Book/Page
7 Washington Ave	02/12/2024	\$290,000	\$188	Warranty Deed	3/2	20240105482	/
31 Deacon Jones Blvd	11/08/2023	\$525,000	\$175	Warranty Deed	6/4	20230657866	/
238 Park Pl	09/08/2023	\$290,000	\$183	Warranty Deed	2/2	20230540007	/
7 Washington Ave	09/08/2023	\$175,000	\$113	Warranty Deed	3/2	20230600508	/
25 Washington Ave	08/25/2023	\$180,000	\$165	Warranty Deed	2/2	20230516409	/

Services for Location

TPP Accounts At Location



ORANGE COUNTY TAX COLLECTOR
SCOTT RANDOLPH
INDEPENDENTLY ELECTED TO SERVE YOU

Orange County Notice of Ad Valorem Taxes & Non-Ad Valorem Assessments

DELAUGHTER JENNIFER
3578 CRIMSON CLOVER DR
MOUNT DORA, FL 32757-7452

Account Number: 0166266-7
Assessed Value: 40,627
Millage Code: 34 EVL
Parcel Number: 35-21-29-4572-21980
Address: 114 WASHINGTON AVE EATONVILLE 32810
Exemptions:

AD VALOREM TAXES					
Taxing Authority	Assessed Value	Exempt Value	Taxable Value	Millage	Tax Levied
STATE SCHOOL	84,182	0	84,182	3.1730	\$267.11
LOCAL SCHOOL	84,182	0	84,182	3.2480	\$273.42
GEN COUNTY	40,627	0	40,627	4.4347	\$180.17
EATONVILLE	40,627	0	40,627	7.2938	\$296.33
LIBRARY	40,627	0	40,627	.3748	\$15.23
SJWM	40,627	0	40,627	.1793	\$7.28
				Total Millage:	18.7036
				Subtotal:	\$1,039.54
NON-AD VALOREM ASSESSMENTS					
Levying Authority	Phone	Amount	Levying Authority	Phone	Amount
			Subtotal:		
			Subtotal:		
Combined Total of Ad Valorem Taxes & Non-Ad Valorem Assessments					\$1,039.54

Pay Online, Opt-in to E-Billing and Print your Receipt at octaxcol.com.

Payments not received by March 31st are delinquent.

IF YOUR TAXES ARE NOT ESCROWED, PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT.

0166266-7
114 WASHINGTON AVE EATONVILLE 32810
35-21-29-4572-21980
LAKE LOVELY ESTATES SUB R/121 LOT 198 BLK B

JENNIFER CURRY
3578 Crimson Clover
Mount Dora, FL

ONLY PAY ONE AMOUNT	
If Paid By	Amount Due
Nov. 30, 2023	\$997.96
Dec. 31, 2023	\$1,008.35
Jan. 31, 2024	\$1,018.75
Feb. 29, 2024	\$1,029.14
Mar. 31, 2024	\$1,039.54

DELAUGHTER JENNIFER
3578 CRIMSON CLOVER DR
MOUNT DORA, FL 32757-7452

PAID - DO NOT PAY

PAID 0098-00857873 \$1,018.75 1/30/2024

PO Box 545100
Orlando FL 32854-5100



Customer ID: JDC114

PROPOSAL

We Put God First. To God be the glory.
Our job is to please. Since 1975

Grant's Tree Service, Inc.

Demolition Services

Phone: 407-629-0966
Mailing: PO Box 948545
Maitland, Florida 32794

Estimate Date: 04/17/2024

Customer: Jennifer Delaughter Curry
Role/Position: Owner
Attn:
Phone: 407 927-9567
Address: 114 Washington Avenue
Orlando, Florida 32810
Email Address: JennyND298@yahoo.com

Estimator: Frank

Description of Service(s)	Additional Notes	Total
Demolition of unsafe structure	114 Washington Avenue	\$6385
Includes: Approx. 700 sq ft main structure	Orlando, Florida 32810	
Built in 1961. Wood frame. Aluminum siding	Eatonville Municipality	
	Owner of Record:	
	Jennifer Delaughter	
	Parcel ID: 35-21-29-4572-21-980	
	Hauling	Debris, trash
	Labor	Included
	Disposal	Included
	Sub-Total:	\$6385
	Discount:	%
	Total:	\$6385

Services shall be scheduled once proposal has been received by Grant's Tree Service office.

This is only a proposal for the cost of the demolition services listed above & is only valid for 14-days from dates of estimate. After 14-days, Grant's Tree Service, Inc. reserves the right to reassess the aforementioned services & provide an updated proposal.

Demolition Services Excluded: Asbestos and hazmat survey or abatement, Barricades, Bonding, Concrete pour-back, Dust preventions, Engineering, Floor prep/scarifications or unknown additional flooring, GPR scanning, Layouts, Payment or project management fees, Removal and disposal of asbestos and hazmat materials, Removal or relocation of furniture, Roof work, MOT, ROW, SWPP, Safe off MEP, Shoring, Septic, Slurry removal, Wallcovering removal, After hours work, Underground work protections to existing finishes unless otherwise noted, Demolition not listed on demolition plans, and Demolition/work not listed or specifically called out on this proposal.

By signing below, you approve the work as described herein, to be executed by Grant's Tree Service, Inc. &/or any approved and vetted, company subcontracted by Grant's Tree Service. By signing, you, further, fully understand that payment is due before or upon the completion of the above listed services unless otherwise agreed upon, in writing, & signed by all parties involved. This signed acceptance can be emailed back to Grants.Tree.Service@gmail.com

Print: _____

Position: _____

Signature: _____

Date: _____

Prepared For

Jennifer Delaughter Curry
114 Washington Ave
Orlando, Florida 32810
(407) 923-6919

First Choice Solutions Of Central Florida Inc

11 lincoln blvd
Orlando, Florida 32810
Phone: (407) 715-2482
Email: fcsofcf@gmail.com

Estimate # 53
Date 04/17/2024

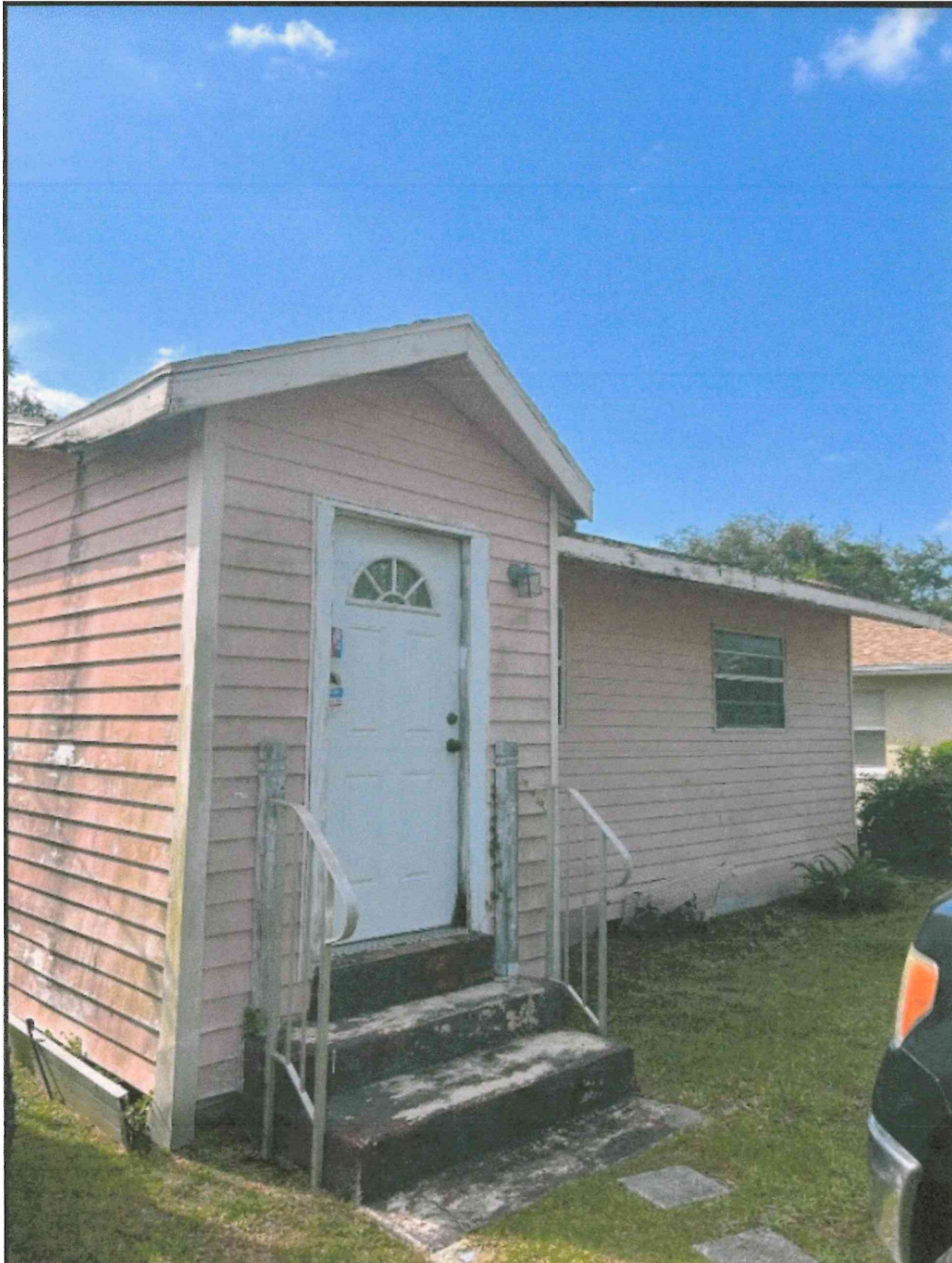
Description	Total
Demo residence	\$7,700.00
Demo residence 700sqft Debris removal. Hauling .Asbestos testing and removal not included. Septic not included.	
Subtotal	\$7,700.00
Total	\$7,700.00

By signing this document, the customer agrees to the services and conditions outlined in this document.

Section VIII. Item #7.

Trevor Cobb

Jennifer Delaughter Curry



4:20



LTE

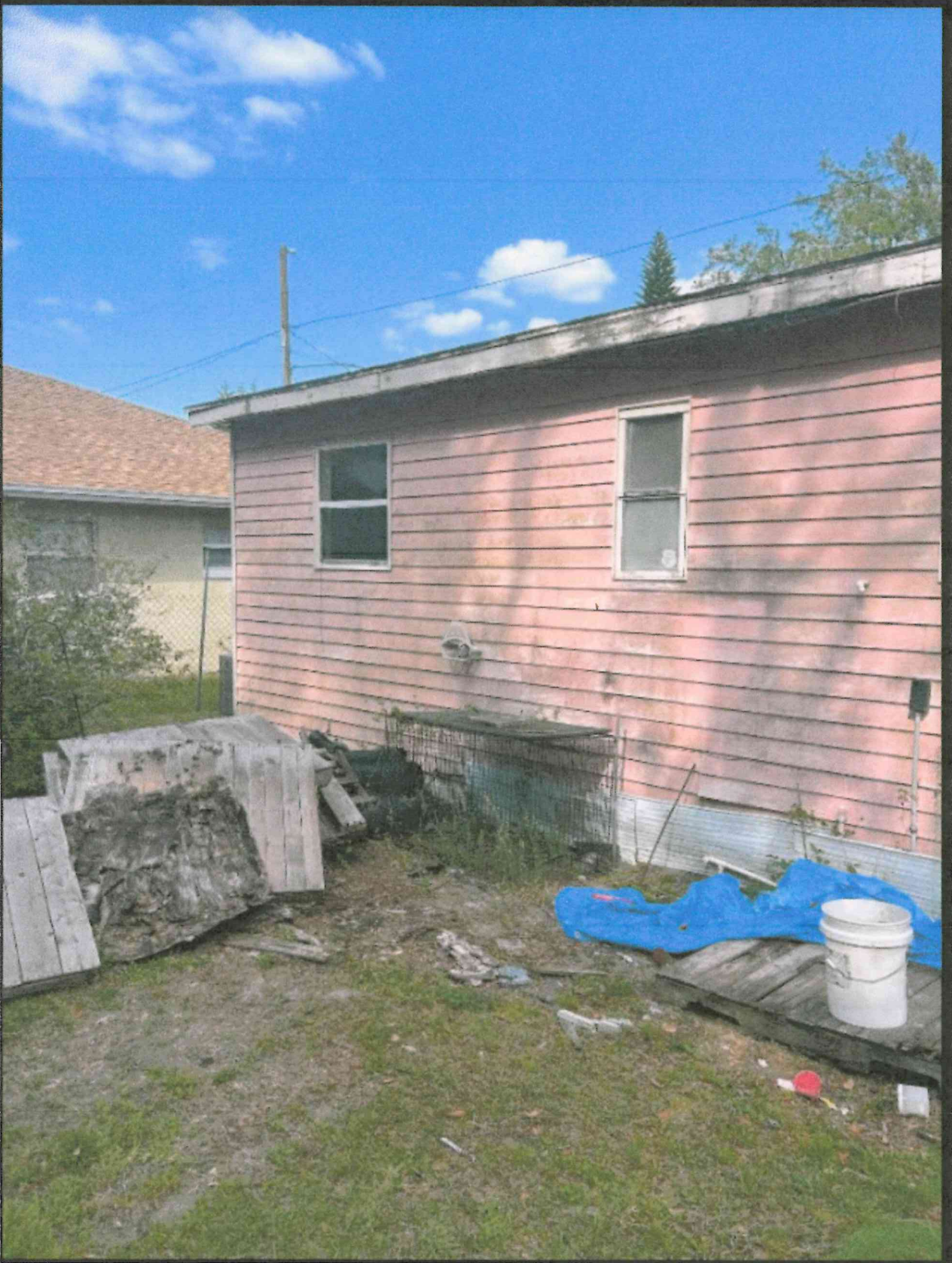
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Section VIII. Item #7.

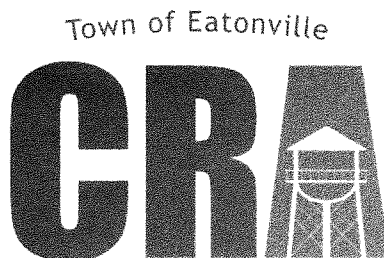
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**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
DEMOLITION ASSISTANCE PROGRAM GUIDELINES**

All items on the checklist are required to submit your application.

Incomplete applications cannot be accepted.

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

- _____ Original Application (Including Project Description and Application Signature pages)
- ☒ Color photographs of all building walls that can be seen from the street (Photos must be 8"x10" or larger and must show the entire building façade in each photo)
- _____ Owner's Affidavit (Must be completed, signed, and notarized)
- _____ Current Site Survey
- _____ Description of proposed plans for the site post demolition

PROGRAM GUIDELINES

Eligibility Criteria

- Must be a permanent structure
- Must be vacant and uninhabitable
- Must be current on property taxes
- Property must be clear of any outstanding liens
- Must be free of hazardous materials/ substances

Eligible Use of Funds

- Demolition
- Disposal

Required Documents

- Completed application
- Proof of ownership
- Proof of current property tax payments
- Photos of structure proposed for demolition
- Itemized estimates of demolition and disposal costs (minimum of 2 quotes)

Award Information

- Applications will be reviewed and approved on a first come, first served basis, while funds are available.
- Up to 50% of cost, not to exceed \$5,000 for residential structures and up to \$10,000 for commercial structures

Please submit the completed application to srose@townofeatonville.org. If you have any questions or need additional assistance, please contact Shaniqua Rose, CRA Executive Director at 407-623-8916.

TOECRA Demolition Assistance Program Funding Agreement

This DEMOLITION ASSISTANCE PROGRAM FUNDING AGREEMENT (DAP) (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and **Jennifer D. Curry**, property owner (hereinafter referred to as “the Grantee”) whose mailing address is **114 Washington Ave, Orlando FL 32810**, (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”), the CRA established the Demolition Assistance Program (“DAP”) in order to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible.; and

WHEREAS, this Program is intended to encourage deemed substandard or deteriorated that are functionally obsolete or economically unfeasible to repair, as determined by the town to be demolished under this program; and

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

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

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

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

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of **Three Thousand One Hundred Ninety Two Dollars and fifty cents** \$3,192.50 for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **114 Washington Ave, Orlando FL 32810** as set forth in **Exhibit “B.”**

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

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

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

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

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

6. Project Completion Deadline. The Project set forth in **Exhibit “B”** shall be initiated and

completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

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

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

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

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

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

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under

the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

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

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

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

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

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

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

injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. If to the CRA: Community Redevelopment Agency
Eatonville Town Hall
307 E. Kennedy Blvd.
Eatonville, Florida 32751
(with a copy to City Attorney's Office)

b. If to the Grantee: Jennifer Curry
114 Washington Ave
Orlando, FL 32810

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

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

30. Term. The term of this Agreement shall be commence on the Effective

EXHIBIT “A”**Program****PROGRAM GUIDELINES****Eligibility Criteria**

- Must be a permanent structure
- Must be vacant and uninhabitable
- Must be current on property taxes
- Property must be clear of any outstanding liens
- Must be free of hazardous materials and substances
- Must be within the Town of Eatonville Community Redevelopment Agency boundaries.

Eligible Use of Funds

- Demolition
- Disposal

Required Documents

- Completed application.
- Proof of ownership
- Proof of current property tax payments
- Photos of structure proposed for demolition.
- Itemized estimates of demolition and disposal costs (minimum of 3 quotes)
- Applications will be reviewed and approved on a first come, first served basis, while funds are available.
- Up to 50% of cost, not to exceed \$5,000 for residential structures.

Please submit the completed application to cra@townofeatonville.org.

Overview

The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the 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.

Eligibility Guidelines**PROPERTY ELIGIBILITY**

Any site within the TOECRA deemed substandard or deteriorated. The structure must be functionally obsolete or economically unfeasible to repair, as determined by the town. Structures must have been abandoned or vacant for at least a year before they can be demolished under this program. The Residential Property Demolition Grant Program Matching Grant funds are available to qualifying

residential property owners within the indicated CRA Area and are intended for rehabilitation and restoration of sites only, not for the improvement of undeveloped sites.

APPLICANT ELIGIBILITY

Applicants must be able to demonstrate the following:

- Ownership of the property
- The property is located within Town of Eatonville CRA.
- The applicant(s) is current on all property taxes.
- As a condition of approval any and all Town of Eatonville liens and/or outstanding debts to the TOECRA or Town, if any, shall be satisfied. Any exceptions to this requirement shall be resolved on a case-by-case basis by the TOECRA Board.
- The property is not in foreclosure.
- Documentation of proposed activities to determine eligibility.
- The work on the site has not commenced.
- The property must be current on water, sewer, garbage, tax bills, active building permits.
- The property must have conducted a study on the presence of contamination and toxic substances within the structure of the building.

The Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Grant Program is designed to incentivize and expedite the removal of obsolete buildings and make way for redevelopment. This program provides grant funds to facilitate the demolition of existing principal and secondary/accessory structures within the CRA to achieve several economic development-focused goals.

I. Program Overview

The Demolition Assistance Grant Program is an initiative by the CRA designed to encourage the replacement of aging and blighted structures in the Town of Eatonville area. The purpose of this program is to provide grant assistance to property owners who are looking to invest or reinvest in the Town of Eatonville Community Redevelopment Area by replacing existing structures and to property owners who have an interest in making their properties available for development.

The Demolition Assistance program is intended to support economic development and growth in the TOECRA area by providing financial assistance to property owners who are committed to improving their properties through demolition projects that prepare parcels for modern development. By doing so, the program seeks to facilitate development and promote the growth of the local economy.

II. Program Goals

The Demolition Assistance Grant Program aims to achieve several program goals that align with the Town's broader economic development objectives. These goals are designed to support job creation, business attraction and retention, enhance the local economy, and foster collaboration between the Town of Eatonville, the CRA, and the business community.

The program seeks to accomplish the following goals:

- **Revitalization:** The Demolition Assistance Grant Program is designed to revitalize underutilized and deteriorated areas and to eliminate slum and blight.
- **Economic Growth:** The Demolition Assistance Grant Program will increase tax increment funding within the TOECRA by promoting investment, economic growth, and the modernization of structures.

- **Appearance Enhancement:** The Demolition Assistance Grant Program will, subsequent to demolition and after redevelopment, enhance the overall appearance of buildings to improve attractiveness to residents, visitors, and potential investors.

III. Funding Availability

The Demolition Grant Program seeks to accelerate demolition by offering demolition grants to property owners or developers reimbursing 50% of the costs up to \$5,000.

V. Grant Award

As a condition of being granted an award, all applicants that receive assistance will be required to place a sign or placard at sites supported under this award that informs the public that the improvement is funded in part by the TOECRA. Please note that awards are subject to funding availability and at the discretion of the Town Chief Administrative Officer and CRA.

IV. Eligibility Criteria Eligible Expenses

Applicants shall meet the following criteria:

1. Applicants shall be the owners of the property and structure(s) proposed for demolition.
2. The program applies to both non-residential and residential structures.
3. Both for-profit and non-profit entities are eligible to apply
4. Funds shall be used for demolition of primary structures and for properties where secondary structures will be demolished along with the primary structure.
5. Buildings shall be located within the designated CRA area.
6. Interior demolition expenses are not covered under this program.

Ineligible Expenses

1. Any service performed by a non-licensed contractor.
2. Complete or partial demolition of a building made prior to the awarding of a Demolition Assistance Grant.
3. Interior demolition

V. Grant Award

The Demolition Grant Program will provide grants covering 50% of demolition costs up to \$5,000.

VI. Program Guidelines

- A. Approval by the CRA Board shall be secured prior to commencement of work. If a Grant is approved by the CRA Board, the CRA Executive Director shall provide written documentation to the Applicant indicating the amount of the Grant (reimbursement) and the specific requirements necessary to receive the Grant.
- B. Applicants shall obtain three (3) bids from licensed demolition contractors.
- C. Water/sewer invoices and all taxes shall be paid current for the property subject to the application.
- D. As a condition of approval by the CRA, TOE liens and outstanding debts to the TOECRA or TOE, if any, shall be paid.
- E. Applicants shall submit a copy of an Environmental Study at the time of application indicating whether any contaminants, toxic substances, hazardous materials, etc. are within the structure(s). And if so, stating how those substances will be remediated prior to, or during, demolition.

- F. Applicants shall hire a licensed contractor authorized to conduct business and perform demolition activities in the Town of Eatonville. All quotes, bills, and invoices shall reflect the contractor's license number.
- G. Applicants shall ensure that all required permits and approvals are obtained (demolition, site clearance, and all others that are applicable).
- H. Demolition of the building(s) shall be completed within four (4) months of either the award of the grant or the permit issuance, whichever occurs last, unless a written extension is requested of, and is granted by, the CRA Board.

VII. Application Instructions

The program application and list of required documents will be available on the TOE and TOECRA website. Applicants shall submit a completed application with all required documents to be considered for assistance. On behalf of the CRA, staff shall review the application for completeness.

- A Pre-Application meeting should be scheduled with the TOECRA, TOE Administrator, and Planning staff prior to submission of an application.
- A post-application submittal meeting may be held with the Applicant to discuss any issues pertaining to the application. At this time, additional information may be requested.
- Upon receipt of an application, and all additional information requested, if any, the TOECRA and TOE Administrator and Planner shall review the application and make a recommendation to the CRA Board to either approve or deny the application and state the reasons for such recommendations.

The CRA Board shall determine the Applicant's funding request for approval or denial by majority vote of the CRA Commissioners present at such meeting.

VIII. Required Application Documents

1. Demolition Schedule
2. Photographs of existing building and proposed demolition area.
3. Site Plan or Survey, drawn to scale, depicting the buildings and impervious surface areas upon the site.
4. Report on toxic substance/contaminant study
5. Three (3) competitive cost estimates from licensed and insured contractors. The proposals should give detailed information about the work to be done, materials to be used, costs and the project completion schedule. Two (2) bids will be considered acceptable if the cost difference between them falls within a 10% margin.
 - Contractors and/or materials cannot be changed without prior written staff approval. At the staff's discretion, a change in contractors or materials may require a new CRA Board Approval.

IX. Evaluation Application scoring will be based on a 100-point scale.

Applicants with a score of 60 or higher will be referred to the CRA Board for consideration.

- Community Impact (25 points) Assessment of how the demolition will benefit the community such as removing blight and enhancing aesthetics.
- Environmental Impact (25 points) Assessment of environmental consequences of the demolition, including potential contamination, degree to which the building poses safety hazards.

- ## X. Award Reimbursement

The finding of demolition completion shall be granted when the following package is received:

- EATONVILLE CRA



EXHIBIT “B”

Application for 114 Washington Ave, Orlando FL 32810
(attached separately and incorporated herein)



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
MAY 16, 2024, AT 06:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2024-18 Approving a septic to sewer funding agreement with the property owner of 41 Limcoln Blvd in the amount of three thousand nine hundred ninety dollars (\$3,990.00).

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: Administration
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none">• Resolution CRA-R-2024-18• Application• Funding Agreement
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2024-18 Approve a septic to sewer funding agreement with the property owner of 41 Limcoln Blvd in the amount of three thousand nine hundred ninety dollars (\$3,990.00).

SUMMARY: This assistance is being provided in accordance with House Bill (HB) 1379 Requirements for Enhanced Nutrient-Reducing Systems that states, “By July 1, 2030, any commercial or residential property with an existing septic system located within this area must connect to central sewer (if available) or upgrade to an ENR-OSTDS or other wastewater treatment system that achieves at least 65 percent nitrogen reduction. TOECRA has received a funding request by the property owner at 41 Lincoln Blvd in the amount of three thousand nine hundred ninety dollars (\$3,990.00).

RECOMMENDATION: Staff is recommending the Board of Directors to Approve a septic to sewer funding agreement with the property owner of 41 Limcoln Blvd in the amount of three thousand nine hundred ninety dollars (\$3,990.00).

FISCAL & EFFICIENCY DATA: The funds will come from budget line item 303-0515-515-6301, which has a total balance of \$273,000.

RESOLUTION #CRA-R-2024-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING A SEPTIC TO SEWER FUNDING AGREEMENT AT 41 LINCOLN BLVD IN THE AMOUNT OF THREE THOUSAND NINE HUNDRED NINETY DOLLARS (\$3,990) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the TOECRA Board of Directors do hereby approve a Septic to Sewer funding agreement at 41 Lincoln Blvd in the amount of three thousand nine hundred and ninety dollars (\$3,990).

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

SECTION ONE: OVERVIEW: This assistance is being provided in accordance with House Bill (HB) 1379 Requirements for Enhanced Nutrient-Reducing Systems that states, “By July 1, 2030, any commercial or residential property with an existing septic system located within this area must connect to central sewer (if available) or upgrade to an ENR-OSTDS or other wastewater treatment system that achieves at least 65 percent nitrogen reduction.

SECTION TWO: FUNDING AGREEMENT: The Grantee is applying for funding and desires to enter into a Funding Agreement with the CRA providing for the provision of financial assistance in making those certain home improvements (the “Project” or “Improvements”) to the Property, and the CRA is willing to do so upon the terms and conditions.

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

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2024.

Angie Gardner, Chair

ATTEST:

Veronica L. King, Town Clerk

Town of Eatonville



**TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
SEPTIC TO SEWER FUNDING REQUEST**

Property Owner Name: Nicholas O'Hara

Co-Property Owner Name: _____

Address: 41 Lincoln Ave

Email Address: Cathan 53 @ Gmail. Com

Phone Number(s): (Home) 407-269-9935 (Cell)

Do you currently own the property? ☒ Yes ☐ No

PROJECT DESCRIPTION

The Town of Eatonville converted from septic to sewer and my home did not receive the conversion. I am requesting the Town of Eatonville Community Redevelopment Agency assistance in connecting the sewer line to my home and removing the old septic tank.

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

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

For any questions, please contact the Town of Eatonville CRA at 407-623-8916 or email cra@townofeatonville.org.

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

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

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

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

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Septic to Sewer funding policies, procedures, and conditions.

Applicant Signature: Cathan Mills Date: 3/14/24

Property Owner Signature: [Signature] Date: 3/14/24

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

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

Before me, the undersigned authority, this day personally appeared

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

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

Further Affiant sayeth not.

Signature [Handwritten Signature] Date: 3/14/24

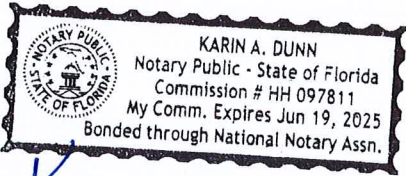
PROPERTY ADDRESS

41 Lincoln Blvd Orlando, FL 32811

Sworn to and subscribed before me

This MARCH day of 14th 2024

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



Karin A. Dunn 3/14/24

Click Here To Apply for Homestead and Other Exemptions Online

Print Date: 03/15/2024 System Refresh Date: 03/14/2024

41 Lincoln Blvd

35-21-29-4572-41-280

Name(s):

LATIMER OUIDA ESTATE

Physical Street Address:

41 Lincoln Blvd

Property Use:

0103 - Single Fam Class III

Mailing Address On File:

41 Lincoln Blvd
Orlando, FL 32810-6412

Postal City and Zip:

Orlando, FL 32810

Municipality:

Eatonville

[Incorrect Mailing Address?](#)



41 LINCOLN BLVD, ORLANDO, FL 32810 10/2/2019 3:03 PM

[Upload Photos](#)

[View 2023 Property Record Card](#)

PROPERTY FEATURES

VALUES, EXEMPTIONS AND TAXES

SALES

MARKET STATS

LOCATION

Historical Value and Tax Benefits

Tax Year Values	Land	Building(s)	Feature(s)	Market Value	%	Assessed Value	%
2023	\$40,000	\$50,434	\$1,500	\$91,934	28.2%	\$38,503	10.0%
2022	\$30,000	\$40,206	\$1,500	\$71,706	32.6%	\$35,003	10.0%
2021	\$16,000	\$36,589	\$1,500	\$54,089	14.9%	\$31,821	10.0%
2020	\$14,000	\$31,595	\$1,500	\$47,095	N/A	\$28,928	N/A

Tax Year Benefits	Original Homestead	Additional Hx	Other Exemptions	SOH CAP	Tax Savings
2023			\$0		\$656
2022			\$0		\$451
2021			\$0		\$274
2020			\$0		\$224

2023 Taxable Value and Certified Taxes

Tax Year

2023	2022	2021	2020
------	------	------	------

Taxing Authority	Assd Value	Exemption	Tax Value	Millage Rate	%	Taxes	Tax Breakdown
Public Schools: By State Law (Rle)	\$91,934	\$0	\$91,934	3.1730	-1.3%	\$291.71	27%
Public Schools: By Local Board	\$91,934	\$0	\$91,934	3.2480	0.0%	\$298.60	28%
General County	\$38,503	\$0	\$38,503	4.4347	0.0%	\$170.75	16%
Town Of Eatonville	\$38,503	\$0	\$38,503	7.2938	0.0%	\$280.83	26%
Library - Operating Budget	\$38,503	\$0	\$38,503	0.3748	0.0%	\$14.43	1%
St Johns Water Management District	\$38,503	\$0	\$38,503	0.1793	-9.2%	\$6.90	1%
Totals				18.7036		\$1,063.22	

Non-Ad Valorem Assessments

2023 Non-Ad Valorem Assessments

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

2023 Gross Tax Total: \$1,063.22

2023 Tax Savings Tax Savings

Your taxes without exemptions would be: \$1,719.50

Your ad-valorem tax with exemptions is: - \$1,063.22

Providing You A Savings Of: = \$656.28

99

TOECRA Septic to Sewer Funding Agreement

This SEPTIC TO SEWER FUNDING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 202___, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and _____ **O’Hara**, an heir to the property under the laws of the State of Florida (hereinafter referred to as “the Grantee”) whose mailing address is **41 Lincoln Blvd**, (hereinafter collectively referred to as the “Parties”).

WITNESSETH

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

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Town of Eatonville Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Town of Eatonville Community Redevelopment Area (the “Area”) assists residents with home improvements; and

WHEREAS, this assistance is being provided in accordance with House Bill (HB) 1379 Requirements for Enhanced Nutrient-Reducing Systems that states, “By July 1, 2030, any commercial or residential property with an existing septic system located within this area must connect to central sewer (if available) or upgrade to an ENR-OSTDS or other wastewater treatment system that achieves at least 65 percent nitrogen reduction.”

WHEREAS, the Grantee is applying for funding and desires to enter into a Funding Agreement with the CRA providing for the provision of financial assistance in making those certain home improvements (the “Project” or “Improvements”) to the Property, and the CRA is willing to do so upon the terms and conditions set forth herein.

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

1. **Preamble**. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. **Funding**. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of **Three Thousand Nine Hundred Ninety Dollars (\$3,990)** for disbursement of the goods and services Grantee acquired for the Improvements to the Property located at 41 Lincoln Blvd. as set forth in **Exhibit “A.”**

3. **Disbursement of Funds**. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the TOECRA Board of Directors and in accordance with the proposed work set forth in **Exhibit**

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

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

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

6. Project Completion Deadline. The Project set forth in **Exhibit “A”** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

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

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

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

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

- a. The Grantee’s failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

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

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

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

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

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

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

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and

renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. If to the CRA: Community Redevelopment Agency
Eatonville Town Hall
307 E. Kennedy Blvd.
Eatonville, Florida 32751
(with a copy to City Attorney's Office)

b. If to the Grantee: _____ O'Hara
41 Lincoln Blvd
Eatonville, FL 32751

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied

with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

Print Name: _____

Title: _____

Date: _____

Witness: _____
CRA, Executive Director

Print Name: _____

Date: _____

The Town of Eatonville Community Redevelopment Agency

CRA Chair

Print Name: _____

Date: _____

ATTEST:

Veronica King, Town of Eatonville Clerk

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

EXHIBIT “A”

Application for 41 Lincoln Blvd
(attached separately and incorporated herein)



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

MAY 16, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2024- 19 Approving funding for a special event on May 25th, 2024, in the amount of two thousand five hundred dollars (\$2,500.00). (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA		Exhibits: <ul style="list-style-type: none">Resolution CRA-R-2024-19Funding Request
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2024-17 Approve funding for a special event on May 25th, 2024, in the amount of two thousand five hundred dollars (\$2,500.00).

SUMMARY: Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more.

RECOMMENDATION: Staff is recommending the Board of Directors to Approve funding for a special event on May 25th, 2024, in the amount of two thousand five hundred dollars (\$2,500.00).

FISCAL & EFFICIENCY DATA: The funds will come from budget line item 303-0515-515-6301, which has a total balance of \$273,000.

RESOLUTION #CRA-R-2024-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA), EATONVILLE, FLORIDA, BOARD OF DIRECTORS APPROVING SPECIAL EVENT FUNDING IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, the TOECRA Board of Directors do hereby approve a special event funding in the amount of two thousand five hundred dollars (\$2,500).

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

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

SECTION TWO: FUNDING AGREEMENT: The Grantee is applying for funding and desires to enter into agreement with the CRA to provide a full report post the event being held on May 25th, 2024.

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

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

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

PASSED AND ADOPTED this 16TH day of MAY 2024.

Angie Gardner, Chair

ATTEST:

Veronica L. King, Town Clerk

Shak Jones



May 6, 2024

Greetings CRA Committee,

I hope this email finds you well. I am writing to introduce you to an exciting event coming to the historic town of Eatonville: Stogies @ Sunset, presented by the Ryan Kilgore Music Foundation Inc.

Stogies @ Sunset is set to be an unforgettable evening, showcasing the rich cultural heritage and community spirit of Eatonville. With a potential audience of 200 visitors or more, attendees will experience the vibrant atmosphere of live music, delectable fresh food, and much more.

This event promises not only entertainment but also an opportunity for community unity and engagement. By supporting Stogies @ Sunset, the CRA will contribute to fostering a sense of belonging and pride among Eatonville residents and visitors alike.

In order to make this event a success, we are seeking funding in the amount of \$2500. This investment will go towards securing quality entertainment, ensuring the availability of delicious refreshments, and creating an atmosphere that celebrates the unique charm of Eatonville. Additionally, we would like to request funding for a stage setup with appropriate lighting to enhance the overall experience for attendees and performers.

We believe that supporting Stogies @ Sunset aligns with the CRA's mission to enhance the economic and cultural vitality of Eatonville. Your contribution will make a significant difference in the success of this event and the overall vibrancy of our community.

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

Warm regards,

Shakeila "Shak" Jones

Executive Director

Kilgore Music Foundation, Inc.

em: ryankilgorefoundation@gmail.com

cell: (773) 941-3001

EIN: 47-2508750