



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

AMENDED AGENDA



Thursday, October 15, 2026 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

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

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION AND PLEDGE OF ALLEGIANCE
- IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)
- V. CONSENT AGENDA
 - 1. Approval of Resolution CRA-R-2026-47 Board of Directors Meeting Minutes September 17, 2026
 - 2. Approval of Resolution CRA-R-2026-39 Approving Amended Bylaws changes as submitted by Attorney Jackson and the Board of Directors (**Administration**)
 - 3. Approval of Resolution CRA-R-2026-48 Approving the 6 Unit Housing Project Closing Package
- VI. BOARD DISCUSSION
- VII. BOARD DECISIONS
- VIII. STAFF REPORTS
- IX. BOARD REPORTS
- X. ADJOURNMENT

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

****PUBLIC NOTICE****

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



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR CRA MEETING

OCTOBER 15, 2026, AT 6:30 PM

Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2026-47 Board of Directors Meeting
Minutes September 17, 2026

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION
CONSENT AGENDA	YES	Exhibits: - RESOLUTION CRA-R-2026-47 - Meeting Minutes for September 17, 2026
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2026-47.

SUMMARY: The Board of Directors will need to approve the September 17, 2026, meeting minutes of the TOE CRA.

RECOMMENDATION: The TOECRA Administration recommends approval of Resolution CRA-R-2026-47.

FISCAL & EFFICIENCY DATA: No fiscal impact.

RESOLUTION CRA-R-2026-47

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY (TOECRA) APPROVING THE BOARD OF DIRECTORS MEETING MINUTES FOR SEPTEMBER 17, 2026, AND 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 is the fiduciary to the CRA Trust Account and seeking to manage the CRA Trust in an efficient manner and document meetings of the Board of Directors through minutes and recordings; and

WHEREAS, the TOECRA Board of Directors will review and approve all Board of Directors meeting minutes; and

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

SECTION ONE: APPROVAL: The TOECRA Board of Directors will review and approve all meeting minutes of the agency.

SECTION TWO: 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 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 15TH day of OCTOBER 2026.

Ruthi Critton, Chair

ATTEST:

Veronica King, Town Clerk or Board Designee



HISTORIC TOWN OF EATONVILLE, FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

MEETING MINUTES

Thursday, September 17, 2026, at 6:30 PM

Town Hall – 307 E. Kennedy Blvd, Eatonville, FL 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 Ruthi Critton called the meeting to order at 6:31p.m.

ROLL CALL – Quorum was established through roll call by Ms. Bellenger.

PRESENT: (7) Chair Ruthi Critton, Vice Chair Angela Thomas, Director Wanda Randolph, Director Donovan Williams, Director LaDwyana Jordan (arrived late), Director Tarus Mack, Director Linder Greathouse.

STAFF: (4) Marissa Bellenger, **Deputy Town Clerk;** Greg Jackson, **Attorney;** Michael Johnson, **CRA Executive Director;** Seg. Fletcher Boone, **EPD**

INVOCATION AND PLEDGE OF ALLEGIANCE

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

CITIZEN PARTICIPATION:

Rasheed Aziz – (public comment submitted via email)

Shak Jones – First, I hope that all the Board members have received my resign. Above all, the ups and downs that come in politics, I am grateful for everyone who serves this Town. Tonight, I speak as a citizen of Eatonville and a former CRA employee. Ms. Jones shared her professional experience with the TOECRA and working under the leadership of Executive Director Michael Johnson. She stated that she was excited about TOECRA projects and what they would mean to the community. Redevelopment means honoring the past while creating the future. I saw Mr. Johnson's commitment to moving Eatonville forward. I am grateful for what I learned here, the people I worked besides, and the residents and businesses who contribute to the Town's future. I will continue to show up to Eatonville no matter what. Thank you. (Director Jordan arrived)

Ryan Novak – I want to discuss the Single-Family Homes Project. What is the benefit to the Town for this CRA to build six homes? A new build just hit the market in Town at \$443,000. Who are these homes being built for if the resident median income is \$40,000. Do they serve the community and the people who live here now? You guys did not inherent the land, it was purchased with public money. Now, the money is being spent without clear guidance as to what will happen after. What is the total cost of the program? What is the total of the proceeds? Which section of the Redevelopment Plan authorizes building homes and using the sales for debt on other parcels? Six homes at \$300k each—did you truly send out competitive bids?

Michelle Fort – I have a concern about the Single-Family Homes Project. Can someone look at the minutes for its approval? Ms. Fort referenced August 20, 2026, minutes. She commented on the Executive Director's actions in regard to the project. She asked why they had not seen what has been paid on the project. The CRA plan allows affordable housing. Building houses at \$300k is displacement. How does an entity created to help the people turn around and hurt them? Do we need to investigate the Executive Directors actions? Since 2021, the CRA has done nothing.

Joyce Irby – I try to talk to you one-on-one. If I cannot talk to you, I must come up here and speak. Director Mack, do you remember the person who came to you and called you "Big Money Mack," because I respected you. I respect you as a human being but not a councilman or director. You are the person who not only stood me up but also ignored my communications. We did not meet because you did not want to. The fact that you cannot apologize is so disappointing. I am hoping that you can be the man that I respect and be accountable. You violate your oath if you ignore the residents you swore to protect.

Cathy Mills – I have been a resident for 46 years, but I did not come here to talk about my residence but 41 Lincoln. This is no longer the town that freedom built. Our town has become reckless and disloyal. I have heard lies after lies. I was promised a meeting with someone, and my number is stuck in Town Hall, and I never got the call or meeting. There is an issue with my son's septic tank. This should be a town that is well respected. Freedom is not free. You must get out there and dig and push. The struggle is real. If this Council, CRA, does not come forward and do what was approved to be done two years ago, someone needs to speak up and talk. If it was not for the elderly people in this Town, it would not be the Town that freedom built.

Angela Johnson – When we as residents come, we are pulling the information from the Town's website. Can you please have copies of walk-on items available, or they be brought up on the screen. I would recommend that Consent Item #5 be moved to Board Decisions or Tabled. I am hopeful that during discussion or decisions that you have discourse on the annual budget. Ms. Johnson asked about the \$20,000 allocated toward programs. Can the Board insist that when programs and projects are available, they be advertised so that residents and businesses can apply? If you have walk-on items, it is a disservice to residents to not know what they are.

CONSENT AGENDA:

Chair Critton **MOTIONS** to **APPROVE** Consent Agenda Approving Resolution CRA-R-2026-40 Board of Directors Meeting Minutes March 19, 2026; CRA-R-2026-41 Board of Directors Meeting Minutes August 20, 2026; CRA-R-2026-42 Approving Amended Bylaws changes as submitted by Attorney Jackson and the Board of Directors; **moved** by Director Mack, **second** by Vice Chair Thomas. **Comments:** Director Randolph asked to move Resolution CRA-R-2026-42 to Board Discussion. **Chair Critton restates the motion with amendments. AYE: ALL, MOTION PASSES 7/0.**

BOARD DISCUSSION:

Approval of Resolution CRA-R-2026-42 Approving Amended Bylaws changes as submitted by Attorney Jackson and the Board of Directors – Mr. Johnson – We completed our discussion on the bylaws with all members, except Vice Chair Thomas. The changes have been noted and included in the amended by laws. Vice Chair Thomas – Is it possible that we can add to the bylaws to not have a meeting before 6/6:30pm Mr. Johnson – We can look at the section in the bylaws and amend it with the Board's desire. Chair Critton – I would caution against putting restrictions in the bylaws. Vice Chair Thomas – And if I cannot attend? Chair Critton – By accepting this position, you accepted the duties. Director Mack stated that the Board should be considerate of the residents. Chair Critton – I think we should all practice consideration. We can put it up for a vote if you all want. Chair Critton – I am assuming the amendment would be to article 4? Vice Chair Thomas – That we do not schedule special meetings before 6/6:30pm in consideration of Board members and the residents. Mr. Johnson – I do not see a problem in moving workshops to 6pm. Attorney Jackson presented a hypothetical to the Board. I recommend that this Board does they please. Is this also a restriction on workshops? Vice Chair Thomas – Yes. Director Greathouse asked why they cannot just poll for a time? If two times could be proposed. Attorney Jackson stated that the amendment would need to be made to article 4 and gave his recommendation for verbiage. Director Mack stated that 6-6:30pm workshops would be a good window of time. Vice Chair Thomas – What if we just change the regular meeting time to 7:30pm? Attorney Jackson suggested that section 4.1.1 indicate that any workshop meetings shall begin no earlier than 6p.m., or workshops shall not begin no earlier than 6p.m. Director Randolph – I would like to amend in the bylaws that CRA employees are Town employees. Director Jordan – Can we just table the bylaws? **Chair Critton rescinded motion to discuss, Director Mack rescinded move and Vice Chair second.**

Chair Critton MOTIONS to TABLE; moved by Director Mack, **second** by Vice Chair Thomas. AYE: ALL, MOTION PASSES 7/0.

RFP 2026-0853 General Contracting Service for Single Family Homes Project – Mr. Johnson – The RFP cannot be discussed. A handout of the bidders and their amounts was provided to the Board.

BOARD DECISIONS:

Approval of Resolution CRA-R-2026-43 Adopting the 2026 TOE CRA Comprehensive Policies and Procedures Manual – Ms. Bellenger read the preamble. **Chair Critton MOTIONS to TABLE** Resolution CRA-R-2026-43; **moved** by Director Randolph, **second** by Director Jordan. AYE: ALL. MOTION PASSES, 7/0.

Approval of Resolution CRA-R-2026-44 Adopting the TOE CRA FY 26-27 Annual Budget – Ms. Bellenger read the preamble. **Chair Critton MOTIONS for APPROVAL; moved** by Director Mack, **second** by Director Williams. **Comments:** Director Randolph brought up concerns about a few line items, including the salary of the Economic Impact Manager. Vice Chair Thomas – If we did not want to pursue this would it be by vote or resolution? Attorney Jackson stated by resolution. Vice Chair stated that she would like this to be tabled and Attorney to review the resolution. Attorney Jackson stated that they could amend the budget. Director Randolph asked about the "due to" from the Town. Mr. Johnson – You are at your sunset period and that is an unpaid debt that needs to be resolved before the sunset. The attorney will come back with recommendations, but it must be in the budget. Director Mack – My recommendation is to get rid of it altogether. Attorney Jackson – You will need to vote by resolution. Also, you need to look at debts, as well as from the perspective of the Agency. Is it to the benefit of the Agency to remove that debt or work with the other party? The resolution from Vice Chair has been partially vetted. Attorney Jackson – I have some recommendations to give to the Board about the Town's debt. Chair Critton brought the discussion back to the budget. Director Williams – It does not have to be monetary value to dissolve this. I think we should wait for Attorney Jackson's recommendation. We do need to adopt this budget. Director Greathouse – This is money in the budget that we don't have. I think Orange County already resolved it. We should just remove it from the budget. Attorney Jackson clarified the confusion regarding the "due to" from the Town. Director Randolph – Can the CRA waive the penalty? Attorney Jackson confirmed. Director Randolph suggested letting Attorney Jackson draft a plan. Chair Critton – Is the acceptance of his line item an acknowledgement, legally, by the CRA of this debt. Attorney Jackson – Until such time it's amended. Chair Critton – Is it necessary to include it in the budget? Attorney Jackson – I look at as indicating that a debt that is due to the agency and so I would say that if I see that there and Mr. Johnson, or this board, were to direct me to take some type of action against that particular debt then I would do so because that is in item that has been recognized as something that is due now because an accounts receivables can be added at a later date by way of an amendment if it's not placed on the budget at this time it can be readdressed and then it can be placed in the accounts receivables bin at that time but it still does not make it go away, it is just not budgeted. Mr. Johnson – It will need to be taken out from revenues and operating expenses. Chair Critton – We would be amending the motion to remove three line items.

Director Mack amended motion to include amendments to the line items (removing the “due to” the CRA from the Town of Eatonville), **second** by Williams. **Chair Critton** states the Amended motion. AYE: Chair Critton, Director Randolph, Director Jordan, Director Mack, Director Greathouse, Director Williams. NAY: Vice Chair Thomas. MOTION PASSES, 6/1.

Approval of Resolution CRA-R-2026-45 Terminating Employment of the TOECRA Executive Director Without Cause for the Purpose of Pursuing A New Direction In Leadership – Ms. Bellenger read the preamble. **Chair Critton MOTIONS; moved** by Vice Chair Thomas, **second** by Director Randolph. **Comments:**

Director Williams asked for clarification and the plan, and reasoning. Director Randolph – He is an at will employee and could be dismissed at any time. Chair Critton – I don't see the need for section eight. Some of the sections are overstated. Director Randolph stated that she stands by the resolution. Chair Critton commented on the position of the CRA. Without leadership, it will raise questions about this agency's stability.

Chair Critton resumes the question. AYE: Director Greathouse, Director Randolph, Vice Chair Thomas. **NAY:** Director Williams, Director Mack, Director Jordan, Chair Critton. **MOTION FAILS, 4/3.**

Approval of Resolution CRA-R-2026-46 Authorizing the CRA board chair Ruthi Critton to act as the Executive Director assuming administrative functions of the Community Redevelopment Agency Board of the Town of Eatonville – Chair Critton removed this resolution from decisions.

STAFF REPORTS:

Marissa Bellenger – Deputy Town Clerk (Clerk Office) – No report.

Attorney Greg Jackson – I have sat in on meetings with the Vice Chair with Executive Director Johnson and the CAO with Orange County. The County is looking very closely at the Town of Eatonville Community Redevelopment Agency. Any shake-up with leadership could jeopardize the future of this board, and the question of whether this Board sunsets would be the decision of Orange County. There is a good chance that the CRA will be extended for at least another five years. I think the reason that this consideration is being taken seriously is because of the leadership of this CRA. In addition, the decision of the TDT award is based on the leadership of the Board and Executive Director Johnson. If you continue to have this strong Board under the Chair, Vice Chair, and Executive Director, you will continue to see great things happen. So, great meeting tonight. You all did exactly what you all were supposed to do. You are very cognizant of your residents and of your roles and duties.

Executive Director – Michael Johnson – This Saturday is the Eatonville Chamber of Commerce Annual Meeting. On October 19th, Orange County will be addressing TDT funding. On November 10th, we secured a date to go before the Board of County Commission. We have closed out the AAHC grant.

BOARD REPORTS:

Director Donovan Williams – Overall, great meeting. To residents, I always hear what you are saying but give us solutions.

Director Linder Greathouse – I do not have anything against you, Mr. Johnson, but the residents are telling me that they want new leadership. I am beholden to the people of this Town. It is nothing personal.

Director Tarus Mack – Thank you for being involved in CRA business. I am happy that we were able to pass a budget tonight. I am glad we worked together collectively. We, as board members, have a tough job. I am happy that we were able to pass a budget. It is a privilege to sit up here and make the decisions that we make. I am always going to vote with my conviction. I know the significance of what we must do in this Town to move it forward and to make sure that we are successful. We must be mindful of the direction that we are going in. I have been here almost all my life, and I care about what happens. I have great respect for Ms. Mills, and we need to fix her issue. I will make time to be available for residents who want to meet. If I rubbed you the wrong way, I apologize.

Director LaDwyana Jordan – I appreciate you all coming out. I hear everything you all are saying and collectively, as a board, we are trying to get things right. It is a grind up here. I would like someone to explain to me what is going on with Ms. Mills and her son so the Board can figure out what we can do.

Director Wanda Randolph – We had a great meeting tonight. I know sometimes that we are leaders, but what is real leadership? The reason I put this resolution out is because I feel like you (Mr. Johnson) do not give us information or adequate reports. I am on his board for a reason. I am about no nonsense. We need more strength in leadership. I know that God placed me in this position to do what needed to be done here, and that is what I stand for. Above all else, I am a team player. As for Ms. Mills, I tried back in February to resolve the issue, and nothing was done. The other day I asked for information on the heritage tourism culture program, and you only sent me partial information. We have properties sitting around that we have done nothing with for years. To the residents, you can call me any time, and I would be more than happy to sit down and speak with you.

Vice Chair Angela Thomas – Our previous director passed on September 11th, and his memorial is coming up.

Chair Ruthi Critton – I had several conversations with Executive Director Johnson regarding the budget and what I am hearing from the Board is that you would like the information sooner. Regarding potential sunsetting, the CRA is a tool in a toolbox. And for an underserved community, like the historic Town of Eatonville, all of our tools matter. I will always advocate for more tools in the box, whether that is the CRA, public-private partnerships, or grants—whatever it takes to continue to redevelop. I would also request that you send a list of your priorities to the Executive Director, as was asked by you all previously. A lot of my support for this Board from day one has been redevelopment and housing. It is a priority that I have listed on several occasions. Back in March we spoke about evaluations for the Executive Director and there was no follow-up from the Board as to what that would look like. If we expect the Executive Director to do his job, then we have a responsibility to do ours as well. Chair Critton touched on the various ongoing projects by the TOECRA. She stated that she will continue to advocate for the work the agency is conducting. She encouraged Board members to play their role and to understand the authorities so they can all coexist together.

ADJOURNMENT Chair Critton **MOTIONS** for Adjournment of Meeting (**MOVED** by Director Randolph, **SECOND** by Vice Chair Thomas; **AYE: ALL. MOTION PASSES.**) **Meeting Adjourned at 8:50 P.M.**

HANDOUTS: Rasheed Aziz Public Comment; CRA Proposed Budget; List of Bids for RFP 2026-06302

Respectfully Submitted by: Marissa Bellenger

ATTEST

APPROVED

Veronica L King, Town Clerk

Ruthi Critton, Director



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
OCTOBER 15, 2026, AT 6:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2026-39 Approving Amended Bylaws changes as submitted by Attorney Jackson and the Board of Directors
(Administration)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: ADMINISTRATION Exhibits: - RESOLUTION CRA-R-2026-39 - Exhibit “A” attached (pdf)
CONSENT AGENDA	YES	
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION	X	

REQUEST: Approval of Resolution CRA-R-2026-39

SUMMARY: The proposed CRA Resolution formally adopts the amended Town of Eatonville Community Redevelopment Agency Bylaws incorporating the recommendations of General Counsel, Attorney Jackson. The amendments update and clarify provisions related to CRA governance, administrative responsibilities, purchasing authority, meeting procedures, public participation, fiscal matters, and general operations. Upon adoption, the amended Bylaws will become the official governing Bylaws of the CRA and supersede prior versions where conflicts exist.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION CRA-R-2026-39

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, ORANGE COUNTY, FLORIDA, APPROVING AND ADOPTING AMENDED BYLAWS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY CONSISTENT WITH THE RECOMMENDATIONS OF GENERAL COUNSEL, ATTORNEY JACKSON AND THE BOARD OF DIRECTORS DURING SEPTEMBER 8, 2026 WORKSHOP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR ADOPTION OF THE AMENDED BYLAWS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR ALL OTHER PURPOSES NECESSARY AND PROPER.

WHEREAS, the Town of Eatonville Community Redevelopment Agency (“TOECRA” or “Agency”) was established pursuant to Chapter 163, Part III, Florida Statutes, for the purpose of carrying out community redevelopment activities within the Town of Eatonville Community Redevelopment Area; and

WHEREAS, the TOECRA Board has previously adopted bylaws governing the administration, management, meetings, officers, employees, fiscal matters, contracts, committees, and other operations of the Agency; and

WHEREAS, the TOECRA Bylaws provide for periodic review and amendment by the TOECRA Board in accordance with the procedures set forth therein and applicable law; and

WHEREAS, General Counsel, Attorney Jackson and the Board of Directors, has reviewed the TOECRA Bylaws and recommended certain amendments intended to clarify and update the governance, administration, operational procedures, purchasing authority, meeting procedures, duties and responsibilities of Agency officials and staff, and other provisions of the Bylaws; and

WHEREAS, the proposed amendments have been incorporated into the document entitled “Bylaws of the Town of Eatonville Community Redevelopment Agency (Amended)”, which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the TOECRA Board has reviewed the proposed amended Bylaws and finds that adoption of the amendments recommended by General Counsel and Board of Directors during the August 20, 2026 and September 8, 2026 Workshop is in the best interests of the Agency and will promote the orderly, efficient, transparent, and lawful administration of the Agency; and

WHEREAS, the TOECRA Board desires to formally approve and adopt the amended Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, ORANGE COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS INCORPORATED. The foregoing recitals are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.

SECTION 2. ADOPTION OF AMENDED BYLAWS. The Town of Eatonville Community Redevelopment Agency Board hereby approves and adopts the “Bylaws of the Town of Eatonville Community Redevelopment Agency (Amended)”, substantially in the form attached hereto as Exhibit “A”, incorporating the amendments and recommendations of General Counsel, Attorney Jackson. Upon adoption of this Resolution, the amended Bylaws attached as Exhibit “A” shall constitute the official Bylaws governing the Town of Eatonville Community Redevelopment Agency and shall supersede all previously adopted versions of the TOECRA Bylaws to the extent of any conflict.

SECTION 3. AUTHORIZATION TO IMPLEMENT. The TOECRA Chair, Executive Director, Town Clerk/Secretary, General Counsel, and other appropriate Agency and Town officials are hereby authorized and directed to take all actions reasonably necessary to implement this Resolution and the amended Bylaws, including maintaining the official adopted copy of the Bylaws in the Agency’s records and making such Bylaws available for public inspection as required by law.

SECTION 4. CONFLICTS. All resolutions, policies, procedures, bylaws, or portions thereof that conflict with this Resolution or the amended Bylaws adopted herein are hereby superseded and repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, provision, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption by the Town of Eatonville Community Redevelopment Agency Board.

PASSED AND ADOPTED by the Town of Eatonville Community Redevelopment Agency Board at a duly noticed public meeting held on this ____ day of _____, 2026.

**TOWN OF EATONVILLE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Ruthi Critton, CRA Chair

Date: _____

ATTEST:

By: _____
Veronica King, Town Clerk / CRA Secretary

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Attorney Jackson, General Counsel

Date: _____

EXHIBIT “A”

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

**BYLAWS OF THE
TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY
(AMENDED)**

(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. The TOECRA principal office shall operate under the business hours from 8:00am to 5:00pm (eastern time), Monday through Friday, except for holidays. The Executive Director of the TOECRA may adjust hours as needed for special occasions, events, and/or emergencies.

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 be made by the Town Council by the first meeting (regular or special) in April of each calendar year. If new appointments are not timely made, the incumbent(s) shall continue to serve until the new appointments are made by the Town Council. Any officer may be appointed for consecutive terms.

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

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

3.4 Executive Director. The TOECRA shall appoint and employ an Executive Director to function as the chief administrative officer of the TOECRA, responsible for administering its business, day-to-day operations, and administer the TOECRA's budget. 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. The Members of the TOECRA shall not individually give orders and/or direction to the TOECRA Executive Director, either publicly or privately, but orders and/or directions shall be given to the TOECRA Executive Director by the TOECRA Board through majority vote. The TOECRA Executive

Director, as an employee of the Agency, shall only be terminated upon a super majority vote of the TOECRA Board. A super majority as stated herein requires five or more votes.

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 Vacancy. In the event of a vacancy of the Executive Director, to prevent any undue delays in the activities and work of the Agency, the TOECRA Chair may act as Executive Director for a maximum of ninety (90) days after a resolution has been passed by the TOECRA Board, or until such time that an interim or permanent Executive Director is appointed by the TOECRA Board. If the TOECRA Chair is required to serve as the acting TOECRA Executive Director, due to an ongoing vacancy, the TOECRA BOARD may approve the additional time by resolution.

3.4.3 Purchase Orders. The Executive Director shall be authorized to sign work orders and purchase orders on behalf of the TOECRA for purchases under \$7, 500.00. For any work orders and/or purchase orders over \$7,5010.00, but less than \$25,000, the Executive Director and TOECRA Chair, jointly shall be authorized to sign workorders and/or purchase orders on behalf of the TOECRA. For any work orders and/or purchases over \$25,000.00 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 TOECRA Economic Impact Manager Fiscal Coordinator, or designee, shall serve as the Treasurer of the TOECRA to keep the financial records of the TOECRA; shall keep full and accurate accounts of receipts and disbursements of the TOECRA 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 to~~ 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. All legal actions shall be authorized by the

Board of Directors

3.8 Employees, Agents and Consultants. ~~In accordance with the Town of Eatonville policies, the~~ Executive Director of the TOECRA, with the approval of the TOECRA, ~~may be authorized to 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~~ are employees of the TOECRA under direct supervision of the Executive Director. The TOECRA Board or its individual member shall deal with TOECRA employees, agents, consultants, experts, attorneys and specialist solely through the Executive Director. The TOECRA shall have authority to enter into Interlocal Agreements with the Town ~~for services through 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. ~~The Town Clerk shall not schedule any special meeting that does not meet this requirement without the authorization of the TOECRA Chair or Executive Director. Meeting shall be identified as such in notifications and no other business shall be considered at such 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

4.3(a) Consistent with 386.0114 or legal necessity.

4.4 Notice of Meetings. The Town Clerk ~~will mail or deliver written~~ shall provide notice of each regular meeting to Board members at least seven (7) days prior to ~~such a regular~~ 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~~ East 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. TOECRA Board member should abstain from voting under the following circumstances: direct personal interest, pecuniary interest, or conflict of interest.

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. For public comment, individual shall be granted three (3) minutes to speak. In the event that an individual yields his or her time for public comment to another individual, only one minute (1) of that speaker time may be added to another individual's time for public comment, for a total of four (4) minutes. No individual shall receive yielded time from more than one individual who has been recognized to make public comment. An individual receiving yielded time from another individual recognized to give public comment, must announce the additional time prior to his or her public comment commencing. Any communications shall be given to the clerk and made part of the public record.

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)–seven (7) week days~~ 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, or designee approved by the TOECRA Board may execute such instruments.

5.2 Purchasing Procedures. Except as may be required by law or when required by ~~the Board of~~ the TOECRA Board, 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. The Executive Director shall post on the TOECRA website the proposed fiscal budget on or before 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 annual budget 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. Community Redevelopment Agencies in the State of Florida are required by law to prepare the following five (5) annual reports:

- Annual Audit (Can be independent of the creating entity or included in the creating entity's audit)(www.myflorida.com/audgen);
- Annual Fees and Updates of the Office of Special District Accountability at the Florida Department of Economic Opportunity (<http://floridajobs.org/community-planning-and-development/special-districts/special-district-accountability-program>)
- Comprehensive Annual Financial Report (<http://myfloridacfo.com/division/aa/local-governments>)
- Annual March 31 Report to the public (posted online); and
- Annual Budget (proposed and adopted) and Board, contact information updated and posted each September on the Community Redevelopment Agency's website.

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~~1iy~~ by the Town of Eatonville. The TOECRA Board shall seek to obtain market value for the sale or lease of any TOECRA-owned prop~~1iy~~, 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 TOECRA ~~Fiscal Coordinator~~ Fiscal Impact Manger, 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 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 shall provide the effective and unless otherwise delegated by resolution, the TOECRA Board shall appoint advisory committee members. In addition, such committees may be appointed by the Chair as provided in Section 3.2 herein. The advisory committee members shall not be currently serving on any other Town of Eatonville committees or boards. The advisory committee 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 TOECRA Board and may be amended after an annual review at any regular or special meeting by a majority vote of the Board members. No such amendment shall be adopted unless at least two (2) days' written notice thereof has been previously given to the Board members. Amendments to these Bylaws shall require the affirmative vote of at least a majority of the TOECRA Board.

ARTICLE 9: INDEMNIFICATION AND INSURANCE

9.1 Indemnification of the TOECRA, its Officers, Members and Employees. Any of the TOECRA, its officers, Board members or other employees may be indemnified or reimbursed by the TOECRA for reasonable expenses (including, but not limited to, attorneys' fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which such person shall be made a party by reason of such person being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with such person being or having been a TOECRA member, officer or employee of the TOECRA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which such person shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of such persons duties to the TOECRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the TOECRA Board acting by vote of members not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, their heirs, executors or administrators may be entitled as a matter of law.

9.2 Insurance. The TOECRA may self-insure 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, ~~and~~.

9.3 Signing. TOECRA Bylaws previously adopted on ~~July 18, 2023~~ April 23, 2025, and amended and adopted by the Town of Eatonville Community Redevelopment Agency Board on this ~~11~~ 15th day of October 2026.

Ruthi Critton, Chair

Date

TOECRA Executive Director

Date



HISTORIC TOWN OF EATONVILLE, FLORIDA
REGULAR CRA MEETING
OCTOBER 15, 2026, AT 6:30 PM
Cover Sheet

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

ITEM TITLE: Approval of Resolution CRA-R-2026-48 Approving the Six-Unit Single-Family Affordable Housing Sales Program and Standard Form Residential Sales and Closing Package (**Administration**)

COMMUNITY REDEVELOPMENT ACTION:

CRA DECISION	YES	Department: CRA ADMINISTRATION
CONSENT AGENDA	X	Exhibits: • RESOLUTION CRA-R-2026-48 • Exhibit “A” thru F attached
NEW BUSINESS		
ADMINISTRATIVE		
CRA DISCUSSION		

REQUEST: Approval of Resolution CRA-R-2026-48

SUMMARY: Six CRA single-family homes on CRA-owned residential lots; standardized buyer contract with Exhibits A-F for property information, specifications/floor plans, warranty, affordability restrictions, buyer assistance/closing costs, and required disclosures. Chapter 163, Part III, Florida Statutes, principally §§163.370, 163.371, 163.380 and 163.387, together with the approved Eatonville CRA Plan and applicable delegated authority.

FISCAL & EFFICIENCY DATA: No new expenditure is created solely by adoption of the form resolution. Each project expenditure or buyer assistance amount must be budgeted, legally available, consistent with the CRA Plan, and authorized under applicable funding requirements.

RESOLUTION CRA-R-2026-48

A RESOLUTION OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE SIX-UNIT SINGLE-FAMILY AFFORDABLE HOUSING SALES PROGRAM AND STANDARD FORM RESIDENTIAL SALES AND CLOSING PACKAGE; MAKING FINDINGS OF CONSISTENCY WITH THE COMMUNITY REDEVELOPMENT PLAN AND CHAPTER 163, PART III, FLORIDA STATUTES; ESTABLISHING CONDITIONS FOR DISPOSITION OF CRA PROPERTY; AUTHORIZING IMPLEMENTATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Eatonville Community Redevelopment Agency (the “CRA”) is a public body corporate and politic created and operating pursuant to Chapter 163, Part III, Florida Statutes, and the powers lawfully delegated to the CRA; and

WHEREAS, the Community Redevelopment Act recognizes community redevelopment as an essential public purpose and authorizes community redevelopment agencies to carry out redevelopment activities in furtherance of an approved community redevelopment plan; and

WHEREAS, section 163.370, Florida Statutes, authorizes community redevelopment activities and the execution of contracts and instruments necessary or convenient to carry out the purposes of Chapter 163, Part III, subject to the powers delegated to the CRA; and

WHEREAS, section 163.387(6), Florida Statutes, authorizes redevelopment trust fund expenditures for eligible redevelopment purposes, including acquisition of real property in the redevelopment area and development of affordable housing within the community redevelopment area, when consistent with the approved community redevelopment plan; and

WHEREAS, the CRA has undertaken a six-unit single-family housing initiative on CRA-owned residential properties to promote reinvestment, homeownership, neighborhood stabilization, elimination or prevention of conditions contributing to slum or blight, and housing opportunities consistent with the CRA Plan; and

WHEREAS, section 163.380, Florida Statutes, authorizes a community redevelopment agency to sell, lease, dispose of, or otherwise transfer real property acquired for community redevelopment for residential and other authorized uses in accordance with the community redevelopment plan and subject to covenants, conditions, and restrictions, including covenants running with the land, determined necessary or desirable to carry out the purposes of Chapter 163, Part III; and

WHEREAS, section 163.380 further establishes procedures applicable before disposition of CRA real property, including public notice, availability of pertinent information, invitation and consideration of proposals, evaluation of the financial and legal ability of proposers, and, when applicable, notification of intention to accept a proposal to the governing body not less than thirty (30) days before acceptance; and

WHEREAS, the CRA desires to approve a standardized Eatonville CRA Six-Unit Single-Family Home Sales and Closing Package for use in presenting CRA homes to eligible purchasers, while requiring that each individual property disposition independently satisfy all applicable statutory, plan, procurement, funding, affordability, title, and governing-body requirements before execution and conveyance; and

WHEREAS, the CRA Board finds that use of a uniform sales package, together with recorded affordability and owner-occupancy restrictions when applicable, will promote transparency, consistent

treatment of purchasers, enforceability of public-purpose requirements, and orderly administration of the six-unit housing initiative; and

WHEREAS, the CRA Board finds that approval of this Resolution itself does not convey any parcel, select any purchaser, waive any requirement of section 163.380, Florida Statutes, or authorize expenditure of redevelopment trust fund revenues for any purpose not authorized by section 163.387 and the approved CRA Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. RECITALS AND FINDINGS. The foregoing recitals are true and correct and are incorporated into this Resolution as legislative and administrative findings of the CRA Board. The CRA Board further finds that the six-unit single-family housing initiative serves a valid community redevelopment purpose and is intended to implement objectives and projects authorized by the approved Community Redevelopment Plan.

SECTION 2. APPROVAL OF SIX-UNIT HOUSING SALES PROGRAM. The CRA Board approves the Eatonville CRA Six-Unit Single-Family Home Sales Program as a redevelopment and housing implementation initiative, subject to annual budget appropriations, available lawful funding, the approved CRA Plan, and all conditions contained in this Resolution.

SECTION 3. APPROVAL OF STANDARD SALES AND CLOSING PACKAGE. The CRA Board approves substantially in form the “Eatonville CRA 6-Unit Single-Family Home Sales and Closing Package,” including Exhibits A through F addressing property/legal description, construction specifications and floor plan, builder warranty, affordability/owner-occupancy and resale restrictions, buyer assistance/closing-cost schedule, and required disclosures. The Executive Director is authorized to complete buyer-, parcel-, financing-, title-, construction-, and closing-specific blanks and attachments and to make non-material administrative revisions, subject to CRA/Town Attorney review. Any material change to the public-purpose restrictions, purchase-price methodology, affordability requirements, disposition method, or CRA financial obligation shall return to the CRA Board for approval unless previously delegated by lawful Board action.

SECTION 4. CHAPTER 163, PART III COMPLIANCE. No individual parcel shall be sold, contracted for sale, or conveyed unless staff and legal counsel document compliance with the requirements applicable to that disposition under Chapter 163, Part III, Florida Statutes, including section 163.380. Required steps shall include, as applicable: (a) confirmation that the proposed residential use and disposition are consistent with the CRA Plan; (b) establishment and documentation of the value of the property for disposition purposes using a reasonable method appropriate to the transaction and public interest; (c) publication of the notice required by section 163.380(3)(a) at least thirty (30) days before execution of a contract to transfer the property; (d) invitation and consideration of timely proposals and review of each proposer’s financial and legal ability to perform; (e) selection of a proposal determined to be in the public interest and in furtherance of Chapter 163, Part III; and (f) when the CRA is not the governing body acting as the agency under section 163.357, filing the statutory notification of intention to accept the proposal with the governing body not less than thirty (30) days before acceptance.

SECTION 5. DISPOSITION TERMS AND PUBLIC PURPOSE. Each conveyance shall be on terms determined to be in the public interest and in furtherance of the CRA Plan. The CRA may impose covenants, conditions, restrictions, owner-occupancy requirements, affordability controls,

resale or recapture provisions, construction/completion obligations, anti-speculation restrictions, and prior-consent requirements to the extent authorized by law and approved by legal counsel. Such restrictions may be recorded and may run with the land when appropriate under section 163.380, Florida Statutes.

SECTION 6. AFFORDABILITY AND OWNER-OCCUPANCY CONTROLS. Before marketing or contracting for each home, staff shall identify the applicable household eligibility standards, maximum sales price or affordability methodology, owner-occupancy period, resale/recapture formula, permitted subordinate financing, leasing limitations, and monitoring requirements arising from CRA policy or any federal, state, county, SHIP, DPA, grant, loan, or other funding source. The applicable requirements shall be incorporated into the contract and recorded instruments as required. Nothing in this Resolution creates an affordability term or funding requirement that is not otherwise approved or legally applicable.

SECTION 7. REDEVELOPMENT TRUST FUND AND BUDGET COMPLIANCE. Any CRA expenditure associated with the program shall be charged only to a lawful redevelopment purpose authorized by the approved CRA Plan, the adopted CRA budget, and section 163.387, Florida Statutes. Staff shall maintain sufficient records to identify project expenditures and affordable housing expenditures for statutory financial reporting and audit purposes.

SECTION 8. REPORTING AND RECORDS. The Executive Director shall maintain a closing file for each of the six properties containing, as applicable, the statutory disposition notice and proof of publication, proposals received, evaluation/selection documentation, governing-body notification, valuation documentation, Board approvals, executed contract, affordability certifications, funding approvals, closing statement, deed and recorded restrictions. Program activity and expenditures shall be included in CRA reporting required by section 163.371, Florida Statutes, including applicable performance data and affordable-housing expenditures.

SECTION 9. CONDITIONS PRECEDENT TO EACH CLOSING. No closing shall occur until the Executive Director and CRA/Town Attorney, or their designees, have confirmed: clear authority to convey; satisfaction of the section 163.380 disposition process; satisfaction of any required CRA Board or Town governing-body action; availability and lawful use of funds; buyer eligibility; completion of required construction and inspections; issuance of a certificate of occupancy when applicable; title and survey acceptability; execution of all required affordability, assistance, warranty, and disclosure documents; and satisfaction of lender/title-agent closing requirements.

SECTION 10. AUTHORIZATION. The CRA Chair, Executive Director, Board Clerk, and other appropriate officials are authorized to execute and deliver documents and take administrative actions reasonably necessary to implement this Resolution and consummate Board-approved transactions, subject to the limitations stated herein and review for legal sufficiency by the CRA/Town Attorney.

SECTION 11. NO WAIVER; CONTROLLING LAW. Nothing herein waives sovereign immunity or any limitation of liability available to the CRA, Town, or their officials under Florida law. If a provision of the approved sales package conflicts with applicable law, a controlling funding requirement, or a duly adopted CRA or Town enactment, the controlling legal requirement shall govern, and the agreement shall be conformed accordingly.

SECTION 12. CONFLICTS. All CRA resolutions or portions thereof in conflict with this Resolution are repealed to the extent of such conflict.

SECTION 13. SEVERABILITY. If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

SECTION 14. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Town of Eatonville Community Redevelopment Agency Board of Commissioners this ____ day of _____, 2026.

**TOWN OF EATONVILLE
COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
CRA Chair, Ruthi Critton
Date: _____

ATTEST:

By: _____
Town Clerk, Veronica King
Date: _____

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**

CRA/Town Attorney

Town of Eatonville

TOWN OF EATONVILLE
COMMUNITY REDEVELOPMENT AGENCY

6-UNIT SINGLE-FAMILY HOME
SALES & CLOSING PACKAGE

Master Residential Contract for Sale and Purchase + Exhibits A-F

Property / Unit No.	
Street Address	
Buyer(s)	
Contract Date	

IMPORTANT: This is a CRA-specific transaction package modeled on customary Florida residential sale-and-purchase concepts. It is not an official Florida Realtors/Florida Bar form and must be approved by the Town/CRA Attorney before use.

PROGRAM ADMINISTRATION / CLOSING CONTROL SHEET

Control Item	Entry / Verification
CRA Resolution / Authorization	_____
Disposition Notice Publication Date	_____
30-Day Period Satisfied	☐ Yes ☐ N/A - Attorney determination
Public Hearing (if required)	Date: _____ Resolution: _____
Buyer Eligibility Approved	☐ Yes Date: _____ By: _____
Income Category (if applicable)	☐ VLI ☐ LI ☐ MI ☐ Other: _____
Appraised / Public-Interest Value	\$ _____
Contract Sales Price	\$ _____
Buyer Assistance	\$ _____
Title / Closing Agent	_____
Lender / Loan Type	_____
Projected Closing Date	_____

RESIDENTIAL CONTRACT FOR SALE AND PURCHASE
Eatonville CRA Six-Unit Single-Family Housing Program

1. PARTIES AND AGREEMENT. The Town of Eatonville Community Redevelopment Agency ("Seller" or "CRA") agrees to sell, and the undersigned purchaser(s) ("Buyer") agrees to purchase the Property described in this Contract, together with the improvements and appurtenances, subject to the terms of this Contract and all incorporated Exhibits. Seller acts as a Florida community redevelopment agency and the transaction is subject to applicable public-law requirements and duly adopted CRA/Town approvals.

Buyer(s): _____
Property Address: _____
Parcel ID: _____
Unit / Lot No.: _____

2. PROPERTY. The legal description is contained in Exhibit A. The residence to be conveyed is a newly constructed single-family home substantially in accordance with Exhibit B, subject to approved field conditions, code requirements, governmental approvals, and permitted substitutions that do not materially diminish quality or functionality.

3. PURCHASE PRICE AND FUNDS. Purchase Price: \$ _____. Initial Deposit: \$ _____ due within ____ days after Effective Date. Additional Deposit (if any): \$ _____ due by _____. Buyer Assistance/Credits, if any, shall be only as stated in Exhibit E and approved closing documents. Balance shall be paid at Closing by wire transfer or other immediately available funds acceptable to the Closing Agent.

4. ESCROW. Deposits shall be held by the escrow agent identified below and disbursed only in accordance with this Contract, applicable law, and written escrow instructions. Escrow Agent: _____; Address: _____; Email/Phone: _____.

STATUTORY ESCROW LEGEND - INCLUDE WHEN F.S. §501.1375 APPLIES: THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER.

5. EFFECTIVE DATE AND CRA APPROVAL. The Effective Date is the date on which the last party signs after all approvals required by Seller have been obtained, unless the CRA/Town Attorney directs otherwise. No employee, broker, contractor, or staff member may bind Seller contrary to applicable delegation, resolution, procurement/disposition procedure, or law. If required approval is not obtained, Seller may terminate and return Buyer deposits without further liability.

6. FINANCING. This Contract is ☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: _____. If financing is selected, Buyer shall make diligent and timely application within ____ days, furnish requested documentation, and use good-faith efforts to obtain loan approval. Loan amount: \$ _____; maximum interest rate (if used): ____%; term: ____ years. Financing approval deadline: _____. Unless waived in writing, failure of the financing condition in accordance with this paragraph permits timely termination and return of deposits, subject to lender-caused or Buyer-caused default provisions.

7. APPRAISAL. If required by Buyer's lender or selected here ☐, the Property must appraise at not less than the amount required by the financing program. Buyer shall promptly provide Seller evidence of any appraisal deficiency. The parties may agree in writing to a price adjustment, additional Buyer funds, or termination. Nothing requires Seller to reduce the approved sales price.

8. TITLE; SURVEY; PERMITTED EXCEPTIONS. Seller shall convey marketable title by the deed form approved by Seller's attorney, subject to recorded restrictions, utility and drainage easements, zoning, matters shown by survey, taxes for the year of Closing, and the affordability/owner-occupancy covenants in Exhibit D. The title commitment shall be provided by the party designated in Exhibit E or closing instructions. Buyer shall timely notify Seller of title objections and allow a reasonable cure period.

9. CLOSING; POSSESSION; PRORATIONS. Closing shall occur on or before _____, or within ____ days after issuance of the Certificate of Occupancy and satisfaction of lender/title conditions,

whichever formulation is selected by the parties in writing. Possession shall be delivered at Closing unless otherwise agreed. Taxes, assessments, utilities, association charges (if any), and other customary items shall be prorated as of Closing.

10. CONSTRUCTION COMPLETION. Seller shall cause the residence to be completed substantially in accordance with Exhibit B and applicable permits. Closing is conditioned on issuance of a Certificate of Occupancy or other lawful authorization for occupancy. Minor punch-list items that do not prevent safe and lawful occupancy shall not automatically delay Closing if Seller provides a reasonable completion plan.

11. INSPECTIONS AND FINAL WALK-THROUGH. Buyer may obtain, at Buyer's expense unless otherwise stated, a home inspection by a Florida-licensed or otherwise qualified inspector within ____ days after notice that the home is available for inspection. Buyer shall have a final walk-through before Closing to verify agreed corrections, included items, and general condition. Inspection rights do not authorize destructive testing without Seller's written consent.

12. BUILDER WARRANTY. The applicable builder warranty is attached as Exhibit C. Seller makes no warranty beyond warranties expressly stated in this Contract, Exhibit C, applicable law, and warranties assigned to Buyer at Closing. Manufacturer warranties shall be transferred or made available to Buyer to the extent transferable.

13. AFFORDABILITY; OWNER OCCUPANCY; RESALE CONTROLS. If Exhibit D is marked applicable, Buyer accepts the affordability, principal-residence, resale, recapture, refinancing, leasing, and compliance obligations stated there. Buyer authorizes recordation of a restrictive covenant, mortgage, note, declaration, or other instrument reasonably required to secure those obligations. Exhibit D controls over inconsistent general provisions of this Contract as to program restrictions.

14. BUYER ASSISTANCE AND CLOSING COSTS. The allocation of documentary stamps, recording charges, title charges, survey, lender costs, prepaid items, homeowner's insurance, inspections, taxes, and any CRA assistance or seller credit is stated in Exhibit E. No credit may exceed lender/program limits or generate cash back to Buyer except as expressly permitted by law and the applicable program.

15. CASUALTY; CONDEMNATION. If material casualty or condemnation occurs before Closing, Seller shall notify Buyer. The parties may agree to restoration, assignment of proceeds, extension, or termination. If the Property cannot reasonably be restored or lawfully conveyed by the Closing deadline, Buyer may terminate and receive return of deposits unless otherwise required by law or funding documents.

16. DEFAULT. If Buyer defaults after expiration or satisfaction of applicable contingencies, Seller may exercise remedies permitted by this Contract and law, subject to any public-entity limitations and escrow requirements. If Seller materially defaults, Buyer may seek return of deposits and any other remedy expressly available at law or equity, subject to applicable sovereign-immunity and statutory limitations. The Town/CRA Attorney shall approve any liquidated damages provision before program use.

17. ASSIGNMENT. Buyer may not assign this Contract or any right to purchase the Property without Seller's prior written consent. Any attempted assignment contrary to Exhibit D or program requirements is void to the extent permitted by law.

18. BROKERS. Buyer and Seller represent that the following brokers are involved, if any:
Listing/Transaction Broker: _____; Buyer Broker: _____. Brokerage compensation, if any, shall be governed only by separate written agreement and applicable law and shall not be implied by this Contract.

19. PUBLIC RECORDS; ETHICS; NONDISCRIMINATION. Buyer understands Seller is a public agency subject to Florida public-records, ethics, and open-government requirements. Seller shall administer the program without unlawful discrimination. Buyer shall provide truthful eligibility and financing information and promptly disclose any material change affecting eligibility before Closing.

20. NOTICES. Notices shall be in writing and delivered by personal delivery, recognized overnight service, certified mail, or email to the addresses stated below, subject to any additional method required by law or program documents. Buyer Email: _____. Seller Notice Address/Email: _____.

21. ELECTRONIC SIGNATURES; COUNTERPARTS. Electronic signatures and counterparts may be used to the extent permitted by law and Seller policy. A complete electronically signed copy may be treated as an original.

22. ENTIRE AGREEMENT; ORDER OF PRECEDENCE. This Contract and Exhibits A-F constitute the parties' entire agreement concerning the sale, except separately executed financing, deed-restriction, and closing instruments. In case of conflict: (1) recorded affordability/assistance instruments; (2) Exhibit D; (3) written special provisions signed by both parties; (4) this Contract; and (5) the remaining Exhibits, unless a document expressly states otherwise.

23. SPECIAL PROVISIONS.

24. REQUIRED DISCLOSURES. Buyer acknowledges receipt, before or at execution as applicable, of the disclosures checked in Exhibit F. For a new residential building, the energy performance level display card required by F.S. §553.9085 shall be included as an addendum to the sales contract. Additional federal, state, lender, title, insurance, or program disclosures shall be provided when applicable.

25. ATTORNEY REVIEW / NO LEGAL ADVICE TO BUYER. This form is intended for use only after approval by the Town/CRA Attorney. Seller's attorney represents Seller and does not represent Buyer. Buyer is encouraged to obtain independent legal, tax, insurance, inspection, and financial advice before signing.

BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ THIS CONTRACT AND ALL APPLICABLE EXHIBITS BEFORE SIGNING.

BUYER 1: _____	BUYER 2: _____
Print: _____	Print: _____
Date: _____	Date: _____
SELLER: TOWN OF EATONVILLE COMMUNITY REDEVELOPMENT AGENCY	ATTEST / WITNESS (as required):
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

PROPERTY IDENTIFICATION AND LEGAL DESCRIPTION

Complete separately for each of the six homes; attach survey or legal-description exhibit when available.

Field	Property-Specific Information
Program Unit / Lot No.	
Street Address	
Parcel Identification Number	
Subdivision / Plat	
Lot / Block	
Orange County Official Records Reference	
Land Area (approx.)	
CRA Acquisition / Ownership Reference	

Legal Description

Insert the complete legal description from the current deed, title commitment, survey, or approved plat. Do not rely solely on the street address or parcel identification number.

Survey / Site Plan Attachment

- ☐ Boundary survey attached.
- ☐ Site plan attached.
- ☐ No survey/site plan attached at contract; to be supplied before Closing.

Buyer Initials: / Seller Initials:

EXHIBIT B

CONSTRUCTION SPECIFICATIONS AND FLOOR PLAN

The final permitted plans and approved selections control where more specific than this summary.

Category	Minimum / Selected Specification
Model / Plan Name	_____
Living Area	Approx. _____ heated sq. ft.
Bedrooms / Bathrooms	_____ / _____
Garage	☐ 1-car ☐ 2-car ☐ Other: _____
Foundation / Structure	Per permitted plans and Florida Building Code
Exterior Finish	_____
Roofing	_____
Windows / Exterior Doors	Code-compliant; selected finish: _____
Interior Walls / Paint	_____
Flooring	_____
Kitchen Cabinets / Counters	_____
Appliances Included	_____
Plumbing Fixtures	_____
HVAC	Code-compliant system; manufacturer/model as installed
Water Heater	_____
Electrical / Lighting	Per permitted plans; fixtures: _____
Landscaping / Sod / Irrigation	_____
Driveway / Walks	_____
Accessibility Features (if any)	_____

Floor Plan

ATTACH THE APPROVED FLOOR PLAN FOR THE SPECIFIC HOME HERE. The attached plan should show room configuration and dimensions where available. Buyer acknowledges that field dimensions may vary modestly from plan dimensions due to construction tolerances and code/engineering requirements.

Selections and Substitutions

Seller/builder may substitute materials or equipment when an item is unavailable, discontinued, delayed, code-driven, or reasonably necessary to complete construction, provided the substitute is of reasonably comparable quality and functionality. Material changes to layout, bedroom/bath count, garage configuration, or other essential program features require written approval as required by Seller.

Included / Excluded Items

Included: _____
Excluded: _____
Buyer Initials: _____ / _____ Seller Initials: _____

EXHIBIT C

BUILDER WARRANTY AND NEW-HOME ORIENTATION

Replace or supplement this exhibit with the actual builder warranty before buyer execution if the builder uses its own approved warranty form.

1. Limited Builder Warranty

Builder: _____. Warranty commencement date: the earlier/later date specified in the attached builder warranty, generally tied to Closing, occupancy, or issuance of the Certificate of Occupancy. Warranty term: _____. Covered work and exclusions shall be governed by the builder’s written warranty attached to this Exhibit. This summary does not expand the builder’s warranty obligations.

2. Warranty Documents to Be Delivered

- ☐ Builder limited warranty booklet/certificate
- ☐ Roofing warranty information
- ☐ HVAC manufacturer warranty
- ☐ Water heater warranty
- ☐ Appliance warranties
- ☐ Window/door warranties, if provided
- ☐ Termite treatment/bond information, if applicable
- ☐ Other: _____

3. Warranty Service Procedure

Buyer shall submit warranty requests to: _____. Emergency contact: _____. Non-emergency requests should describe the issue, location, date observed, photographs if available, and reasonable access times. Buyer shall perform ordinary homeowner maintenance and take reasonable steps to prevent additional damage.

4. Final Orientation and Punch List

A new-home orientation/final walk-through will be scheduled before Closing. The parties may prepare a written punch list. Cosmetic conditions readily observable at the walk-through should be identified at that time. Latent defects and warranty-covered items remain governed by the written builder warranty and applicable law.

5. No Waiver of Nonwaivable Rights

Nothing in this Exhibit waives rights or obligations that cannot lawfully be waived. Any disclaimer, limitation, arbitration clause, or claim procedure in the builder warranty must be reviewed and approved for use in this public housing program by the Town/CRA Attorney.

Buyer Initials: _____ / _____ Builder/Seller Initials: _____

EXHIBIT D

AFFORDABILITY, OWNER-OCCUPANCY AND RESALE RESTRICTIONS

Program administrator must select the applicable funding/restriction track before execution. Unselected alternatives should be removed from the buyer execution copy.

PROGRAM TRACK: ☐ CRA-only affordability covenant ☐ Orange County/SHIP-assisted ☐ DPA-assisted
☐ Other: _____

1. Eligible Purchaser and Principal Residence

Buyer certifies that all eligibility information is true and complete and agrees to occupy the Property as Buyer’s principal residence within _____ days after Closing and continuously during the Restricted Period, except for temporary absences or written exceptions permitted by the controlling program documents.

2. Income / Household Eligibility

Item	Approved Requirement / Buyer Data
Household Size	_____ persons
Applicable Income Limit	_____ % AMI / \$ _____
Verified Household Income	\$ _____
Eligibility Determination Date	_____
Program Administrator Approval	_____

3. Restricted Period

The affordability/owner-occupancy restriction begins at Closing and continues for _____ years / until _____, unless the recorded assistance or funding documents require a different period. The recorded instrument controls.

4. Leasing and Non-Occupancy

During the Restricted Period, Buyer shall not lease, rent, license, or otherwise permit occupancy of the entire Property for compensation without prior written approval from the program administrator, except as expressly permitted by the controlling funding source. Short-term/vacation rental use is prohibited during the Restricted Period unless the recorded covenant expressly provides otherwise.

5. Resale / Transfer

Before any sale, conveyance, contract for deed, transfer of beneficial ownership, or other disposition during the Restricted Period, Buyer shall provide written notice to the CRA/program administrator and comply with the selected resale method below:

- ☐ Recapture Method: assistance is repaid from net proceeds in the amount/formula stated in the recorded mortgage/note or assistance agreement.
- ☐ Resale Restriction Method: resale is limited to an eligible purchaser and an affordable price determined under the attached/recorded formula.
- ☐ CRA Consent Method: transfer requires prior written CRA consent during the stated covenant period, consistent with applicable law and recorded restrictions.
- ☐ Other approved method: _____

6. Refinancing / Additional Liens

Buyer shall not refinance, obtain a home-equity loan/line, subordinate the CRA/program lien, or place additional voluntary liens on the Property during the Restricted Period without any consent required by the recorded assistance documents. Consent shall be evaluated under the applicable program, lender, and public-purpose requirements.

7. Default and Enforcement

A material violation may result in remedies stated in the recorded covenant, mortgage, note, assistance agreement, or applicable law, which may include repayment/recapture, injunctive relief, acceleration of assistance, or other approved remedies. No remedy is created by this Exhibit beyond what is lawfully authorized and documented at Closing.

8. Survival and Recordation

The applicable affordability covenant and assistance instruments shall survive Closing and may run with the land for the stated period. Buyer agrees to execute all documents reasonably required to evidence and secure the restrictions. F.S. §163.380 permits CRA dispositions to include covenants, conditions, and restrictions in furtherance of the redevelopment plan and public interest.

Buyer Initials: _____ / _____ Program Administrator: _____

EXHIBIT E

BUYER ASSISTANCE AND CLOSING-COST SCHEDULE

Complete only with approved amounts. All assistance remains subject to funding availability, lender approval, program eligibility, and executed assistance documents.

Source / Cost Item	Paid By	Amount / Cap	Notes
Purchase Price	Buyer	\$_____	
Buyer Earnest Money	Buyer	\$_____	Credited at Closing
CRA Purchase Assistance	CRA / Program	\$_____	☐ Grant ☐ Deferred loan ☐ Forgivable ☐ Other
Orange County / SHIP / DPA Assistance	Program	\$_____	If separately approved
Seller Closing-Cost Credit	Seller	\$_____	Not to exceed lender/program limits
Lender Credit	Lender	\$_____	
Title Search / Commitment	☐ Buyer ☐ Seller	\$_____	
Owner Title Policy	☐ Buyer ☐ Seller	\$_____	
Lender Title Policy	Buyer	\$_____	If financed
Documentary Stamps on Deed	☐ Buyer ☐ Seller	\$_____	Per approved closing instructions/law
Mortgage Doc Stamps / Intangible Tax	Buyer	\$_____	If financed
Recording Fees	☐ Buyer ☐ Seller	\$_____	
Survey	☐ Buyer ☐ Seller	\$_____	
Appraisal	Buyer	\$_____	Unless lender/program pays
Home Inspection	Buyer	\$_____	Unless program pays
Homeowner Insurance / Prepays	Buyer	\$_____	
Property Tax / Escrow Prepays	Buyer	\$_____	
Other: _____	_____	\$_____	_____

Assistance Conditions

Assistance is not cash payable directly to Buyer except as expressly authorized. Funds shall be shown on the settlement statement/Closing Disclosure and disbursed by the Closing Agent. If assistance is secured by a note, mortgage, covenant, or recapture agreement, those documents are incorporated into the transaction and control the repayment/forgiveness terms.

Estimated Funds Needed From Buyer

Calculation	Amount
Purchase Price	\$_____
+ Estimated Buyer Closing/Prepaid Costs	\$_____

Calculation	Amount
- Buyer Deposits	\$ _____
- Approved Assistance / Credits	\$ _____
- Loan Proceeds	\$ _____
ESTIMATED CASH TO CLOSE	\$ _____

This is a program estimate only. The lender/title agent’s final Closing Disclosure or settlement statement controls actual cash required at Closing.

Buyer Initials: _____ / _____ Program Administrator: _____

EXHIBIT F

REQUIRED DISCLOSURES AND BUYER ACKNOWLEDGMENTS

This checklist is a transaction-control exhibit; attach the actual disclosure forms when applicable.

Disclosure / Document	Required / Applicable	Received / Date
Energy Performance Level Display Card - F.S. §553.9085	Required for each new residential building as sales-contract addendum	☐ _____
Deposit Escrow Notice - F.S. §501.1375	Include if statutory definitions/applicability are met; attorney to confirm	☐ _____
Lead-Based Paint Disclosure	Generally, not applicable to newly constructed post-1978 home; include only if legally applicable	☐ N/A ☐ _____
Property Tax / Homestead Information	Buyer education / closing package	☐ _____
Homeowner Insurance / Flood Insurance Notice	As lender, insurer, flood-zone status, or law requires	☐ _____
Flood Zone / Survey Information	As title/lender/program requires	☐ _____
HOA / Community Disclosure	☐ Applicable ☐ Not Applicable	☐ _____
Builder Warranty	Exhibit C / actual builder form	☐ _____
Construction Specifications / Floor Plan	Exhibit B	☐ _____
Affordability / Owner-Occupancy Covenant	Exhibit D and recorded instrument if applicable	☐ _____
Buyer Assistance Note / Mortgage / Agreement	If assistance is repayable, forgivable, deferred, or secured	☐ _____
Closing Disclosure / Settlement Statement	At/Before Closing as applicable	☐ _____
Title Commitment / Owner Policy	Per Contract / closing instructions	☐ _____
Certificate of Occupancy	Before occupancy/Closing as required	☐ _____
Final Walk-Through / Punch List	Before Closing	☐ _____
Other: _____	_____	☐ _____

Energy Performance Acknowledgment

Buyer acknowledges that the certified energy performance level display card for the residence is attached to the executed sales contract when required by F.S. §553.9085. Buyer understands the display card reports code-related energy performance information and is not a guarantee of future utility costs.

Public-Entity / CRA Acknowledgment

Buyer acknowledges that this sale is part of a public redevelopment/housing program and may be subject to recorded covenants, public records requirements, funding-source conditions, CRA/Town approvals, and statutory disposition procedures. Buyer has received or has been given the opportunity to review all applicable restrictions before Closing.

Buyer Certification

Buyer certifies that information submitted to establish program eligibility, financing, household composition, income, assets, and intended occupancy is true and complete to the best of Buyer's knowledge. Buyer agrees to notify the program administrator of material changes before Closing.

BUYER 1: _____

BUYER 2: _____

Date: _____

Date: _____

PROGRAM ADMINISTRATOR: _____

DATE: _____

ATTORNEY / PROGRAM IMPLEMENTATION CHECKLIST

Remove this section from the buyer execution copy after legal/program approval if directed by counsel.

- ☐ Confirm seller's exact legal name, signatory authority, attestation, and whether Town joinder/approval is required.
- ☐ Confirm each parcel is owned by the proper selling entity and obtain current title work/legal description.
- ☐ Confirm F.S. §163.380 disposition procedure, 30-day notice, proposal process, public-interest value determination, and any required public hearing/approval for below-fair-value disposition.
- ☐ Confirm the six-home project is consistent with the current CRA Plan and any governing resolutions.
- ☐ Insert final sales price for each unit and document the approved affordability/public-purpose basis.
- ☐ Confirm whether F.S. §501.1375 applies given the statutory less-than-10-units-per-year exception and identity of the actual builder/developer/seller; retain/remove escrow legend accordingly.
- ☐ Attach the certified energy performance level display card required by F.S. §553.9085 to each sales contract.
- ☐ Insert final permitted floor plan/specifications and actual builder warranty.
- ☐ Select and finalize Exhibit D restriction method, affordability period, income category, resale/recapture formula, leasing rule, refinance/subordination process, and enforcement documents.
- ☐ Coordinate Exhibit D/E with any Orange County DPA, SHIP, HOME, CDBG, lender, or other funding requirements actually used for the buyer/unit.
- ☐ Confirm maximum sales price and income limits in effect on the eligibility/contract date for any funding source; do not hard-code stale annual limits into the master form.
- ☐ Approve deed form and all recorded covenants, notes, mortgages, declarations, or assistance agreements.
- ☐ Confirm closing-cost allocation and public-funds eligibility for all CRA-paid buyer costs.
- ☐ Confirm fair-housing, accessibility, records retention, public-records, and nondiscrimination administration procedures.
- ☐ Confirm brokerage disclosures/compensation, if brokers are involved.
- ☐ Confirm title, survey, flood-zone, homeowner-insurance, homestead/property-tax, and lender disclosures for each closing.
- ☐ Approve default, remedies, dispute-resolution, sovereign-immunity, attorney-fee, and venue language.
- ☐ Create one property-specific execution set for each of the six units and retain a complete closing file.

Six-Unit Closing Matrix

Unit	Address / Parcel	Sales Price	Buyer	Restriction Track	Closing
1					
2					
3					
4					
5					
6					