

TOECRA Demolition Assistance Program Funding Agreement

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

WITNESSETH

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

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

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

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

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

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

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

Demolition Assistance Program Funding Agreement –114 Washington Ave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT “A”

Program

PROGRAM GUIDELINES

Eligibility Criteria

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

Eligible Use of Funds

- Demolition
- Disposal

Required Documents

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

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

Overview

The purpose of the Town of Eatonville Community Redevelopment Agency (TOECRA) Demolition Assistance Program (DAP) is to provide grants to eligible applicants on a first come, first served basis with the intent to reduce or eliminate the costs associated with the removal of substandard structures when the cost to rehabilitate is not feasible. Properties must be located within the boundaries of TOECRA to be eligible for grant funds. Grant awards amount up to \$5,000. It is the intent of the TOECRA, under the Community Redevelopment Plan and Chapter 163, Part III, Florida Statute, to provide financial assistance to qualified owners of Residential properties located within the indicated boundaries of the CRA for eligible building or site improvements that contribute to the physical, economic, social and aesthetic enhancement of the TOECRA area.

Eligibility Guidelines

PROPERTY ELIGIBILITY

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

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

APPLICANT ELIGIBILITY

Applicants must be able to demonstrate the following:

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

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

I. Program Overview

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

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

II. Program Goals

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

The program seeks to accomplish the following goals:

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

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

III. Funding Availability

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

V. Grant Award

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

IV. Eligibility Criteria Eligible Expenses

Applicants shall meet the following criteria:

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

Ineligible Expenses

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

V. Grant Award

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

VI. Program Guidelines

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

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

VII. Application Instructions

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

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

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

VIII. Required Application Documents

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

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

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

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

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- Economic Revitalization (20 points) Assessment of how the demolition could stimulate economic growth by attracting new development, businesses, or investment.
- Overall Project Vision (30 points) Assessment of how the demolition fits into the broader vision of the Town of Eatonville Redevelopment Plan.

X. Award Reimbursement

The Applicant shall incur all initial demolition costs and may receive reimbursement from the CRA only after the demolition has been completed in accordance with the grant award. The CRA shall disburse grant funds upon finding the demolition is complete.

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

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

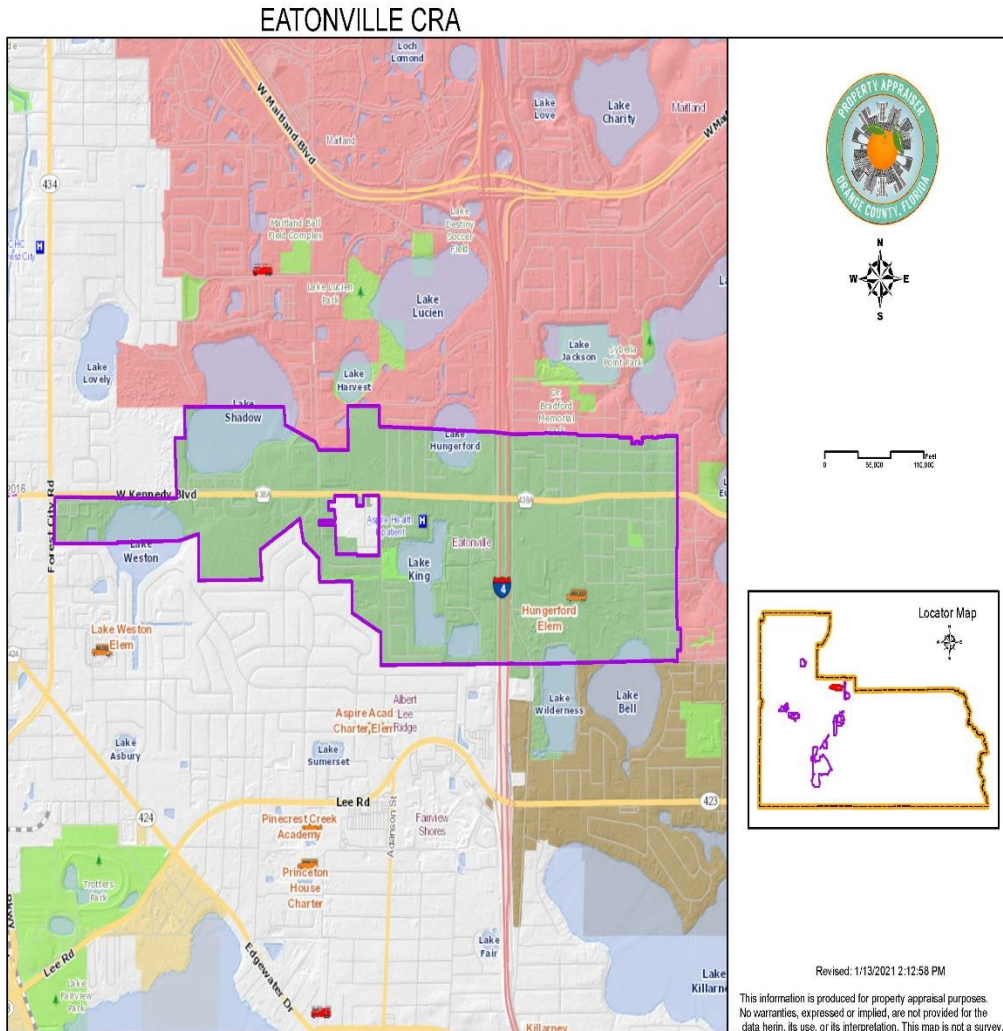


EXHIBIT “B”

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