

TOECRA Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) Funding Agreement

This Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) FUNDING AGREEMENT (the “Agreement”) is made and entered into this ___day of _____, 2023, by and between the **Town of Eatonville Community Redevelopment Agency, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “TOECRA”), whose address is 307 E. Kennedy Blvd. Eatonville, Florida 32751, and _____, a foreign limited liability company registered under the laws of the State of Florida (hereinafter referred to as “the Grantee”) whose mailing address is _____, (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 Small Business Façade, Site Improvement and Adaptive Reuse Program (“FSARP”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

WHEREAS, this Program is intended to encourage the reuse of buildings, place vacant buildings back into use and improve the appearance of the buildings located in the Area, which will enhance and increase the value of the property within the Area; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the Area and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the Town of Eatonville, Florida; 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 FSARP; and

WHEREAS, the Grantee desires to enter into a FSARP 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

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to do so upon the terms and conditions set forth herein.

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

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

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of _____ (\$____) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at _____ as set forth in **Exhibit "B."**

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the FSARP 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 FSARP Committee's approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the FSARP Committee.

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.

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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 City 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 City 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

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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

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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

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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: _____
Attn: _____

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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 three (3) years, commencing on the Effective Date.

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

Print Name: _____
Title: _____
Date: _____

Witness:

CRA, Executive Director

Print Name: _____

Date: _____

The Town of Eatonville Community Redevelopment Agency

CRA Chair
Print Name: _____
Title: _____

ATTEST:

Veronica King, Town of Eatonville Clerk

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

EXHIBIT “A”

Program

Program Overview

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

Eligibility Requirements

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

Ineligible Applicants*

- National franchises.
- Residential property.
- Nightclubs, bars or taverns.
- Not-for-profit organizations.
- Church/religious institutions.
- Health and medical industries.
- Agricultural service industries.
- Businesses that sell drug paraphernalia.
- Government-owned or occupied buildings.
- Any business or commercial property with outstanding debt to the TOE or TOECRA.
- Any business or commercial property with outstanding code enforcement violations or liens.
- Any business or commercial property that is not current with state and local taxes, and/or has any outstanding tax lien(s) against any property.

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

**SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM -
Breathing Life into Old Buildings and into Entrepreneur's Dreams**

Policies, Procedures and Conditions

Purpose

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the Town of Eatonville Community Redevelopment Agency (TOECRA) limits through funding for building façade, site improvements, and/or building reuse improvements ("Award"). The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business, and to cultivate vibrant neighborhood business corridors.

The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the TOECRA. Over time, the taxable valuation of the improved properties will increase, thus increasing the amount of funds available to revitalize the TOECRA.

Program Structure and Criteria for Selection

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

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

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

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

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against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, results of the background check will be included in the documentation provided to the FSARP Review Committee for consideration as part of the application.

FSARP Review Committee

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

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

Program Funding

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

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

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

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

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade, site improvements and/or change of use improvements, award amounts of \$1,000 to

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\$19,999, payment to the TOECRA is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of \$20,000 to \$30,000, payment to the TOECRA is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety.

For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the TOECRA is deferred for a three (3) year period regardless of the award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

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

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

Applications shall meet the criteria outlined below:

1. Buildings must be located within the TOECRA. Small Business Façade, Site and Adaptive Reuse Improvement funding shall only be awarded for eligible properties that pay ad valorem taxes.
2. Applicants must be a commercial property owner and/ or a new, for-profit business (tenant) moving into an existing site, or an existing for-profit business (tenant) in the TOECRA.
3. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. <http://www.sba.gov/content/small-business-size-standards>
4. All existing business owner applicants must possess a current TOE Business License.
5. All applicants must be current with state and local taxes, and not have any outstanding tax liens imposed against any property.
6. All applicants must propose a minimum of three (3) distinct improvements.
7. All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).
8. Except for multi-tenant buildings, only one (1) award per property owner or tenant per fiscal year, and only one (1) award per property per five-year term. When an entity owns multiple properties

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that are adjacent, the funding may be shared between these properties for a unified improvement plan. When an entity owns multiple properties that are not adjacent, only one (1) property may receive award monies in that fiscal year.

9. Prior to an application being reviewed by the FSARP Review Committee, all proposed improvements must meet the requirements of the TOECRA Code requirements. Approvals or Certificates issued do not guarantee approval of a FSARP Grant.
10. Applications must be approved by TOECRA Directors prior to the commencement of any façade, site, MEP and/or life safety improvement work sought to be covered under this Program. No funding will be awarded retroactively.
11. Funding shall be approved by the FSARP Review Committee, based upon factors including:
 - Location within a high traffic, high visibility area/business corridor
 - Improvement to the overall appearance of the site
 - Quality of design
 - Consistency of proposed facade design with design goals of surrounding area
 - Location within an TOECRA
 - Contribution to historic renovation or restoration
 - Will serve as a catalyst for redevelopment
 - Incorporation of sustainable materials and/or methods
 - Business tenure in the TOECRA
 - Only completed applications will be accepted
 - Incomplete applications will be returned to the applicant.

Multi-tenant Buildings Façade and Site Improvements

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

Adaptive Reuse Improvements

1. Business Owner Applicants: The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time two (2) years after the expiration of the first program agreement. The tenant must be the original business entity and be in the process of expansion either on the same property or on a different property and incur additional change of use requirements. If a new tenant is occupying a space that has previously qualified for program

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assistance for adaptive reuse improvements, the new tenant may apply for the program ONLY if it is undergoing a change of use for that space. The property owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans.

2. Property Owner Applicants: Only tenants may apply for these types of improvements.
3. Maximum Award Amount: The maximum eligible award amount for multi-tenant buildings for adaptive reuse improvements shall not exceed \$2,000 per tenant space. If a tenant is applying for both façade/site improvements and adaptive reuse improvements, the award assistance should not exceed \$30,000. Additional Funding Information All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. Applicants that fall within the TOECRA's Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost. Eligible Improvements Property owners and/or tenants may apply for the Program. Tenants applying for funding shall provide written permission from the property owner in addition to the signed Owner's Affidavit. The entire building façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. A minimum of three (3) improvements must be proposed.

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

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

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- Parking lot improvements must be visible from the public right-of-way, adjacent to the front of the façade
- Fencing around the perimeter of the property
 - Must be associated with other improvements
- Must be consistent with TOECRA Code m. MEP Improvements
 - Must be associated with a buildings change of use
 - Must be compliant with the TOECRA Code and State of Florida Building Code
 - Improvements include but are not limited to:
 - Mechanical
 - Electrical
 - Plumbing
- Interior Life Safety Improvements
 - Must be associated with a buildings' change of use
 - Must be compliant with TOECRA Code and State of Florida Building Code
 - Improvements include but are not limited to:
 - Fire walls
 - Sprinklers
 - Egress
 - Fire alarm, exit signs and automatic lights.

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

Ineligible Items

The following items are ineligible for reimbursement:

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

Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting The applicant is required to meet with the FSARP Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application.

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2. Program Submission must include the Grant application and all attachments may be submitted to the FSRP Program Coordinator for formal consideration of funding.

- A \$100 non-refundable application fee is due with application submission.
 - The application fee offsets the cost of background checks and other necessary due diligence performed by the FSRP Program Coordinator.

3. Review Program Application: Once an eligible application and the supporting documents are received, the FSARP Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements.

- All eligible applications will be forwarded to the FSARP Review Committee for review according to the program criteria in an interview format with the applicant.
- The Committee may recommend approval, denial, modification, or tabling applications. If the Committee recommends approval of an application, it shall establish the TOECRA's maximum award participation (not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.

4. Final Agreement and Construction Once the FSARP Review Committee recommends approval, a funding agreement will be presented to TOECRA Council for approval.

- If approved for funding, the applicant (and property owners, if a tenant is the applicant) shall sign the required funding agreement.
- After the funding agreement has been executed on behalf of the TOECRA, the applicant may secure permission from the TOECRA to construct by securing appropriate building permits.
- Substantial modifications to final plans or change orders to construction documents which produce visible differences in the previously approved façade design will require review and approval of the FSARP Review Committee.
- Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSRP Program Coordinator prior to commencement of any work associated with the funding.

5. Construction Approval On completion of construction, including final inspection by the Planning Division, the awardee shall submit a request for reimbursement to the FSARP Program Coordinator.

- Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
 - Proof of all project costs, including contractor invoices
 - Receipts proving payment for services and supplies
 - Lien release(s) by the contractor(s)
 - One photo of each improvement and at least one photo of the entire façade, MEP and/or life safety improvements.
 - The FSARP Program Coordinator will certify that all work was permitted and inspected by the TOECRA's Planning Division and verify the work was completed in a satisfactory and professional manner.
 - Discrepancies will be noted and a time frame for their correction will be established as necessary.
 - If there is a strong deviation in improvements as approved by the FSARP Review Committee, the TOECRA reserves the right to deny reimbursement.

6. Disbursements Funds will generally be provided upon completion of the project. However, at the TOECRA's discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed.

- Reimbursements will be made according to TOECRA's accounting procedures with funds disbursed by check payable to the grantee.
- All funds shall be issued to the awardee on a reimbursement basis only.

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- Available Funds: TOECRA may from time to time at its discretion establish annual funding for the program.

Disclosures

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

EATONVILLE CRA

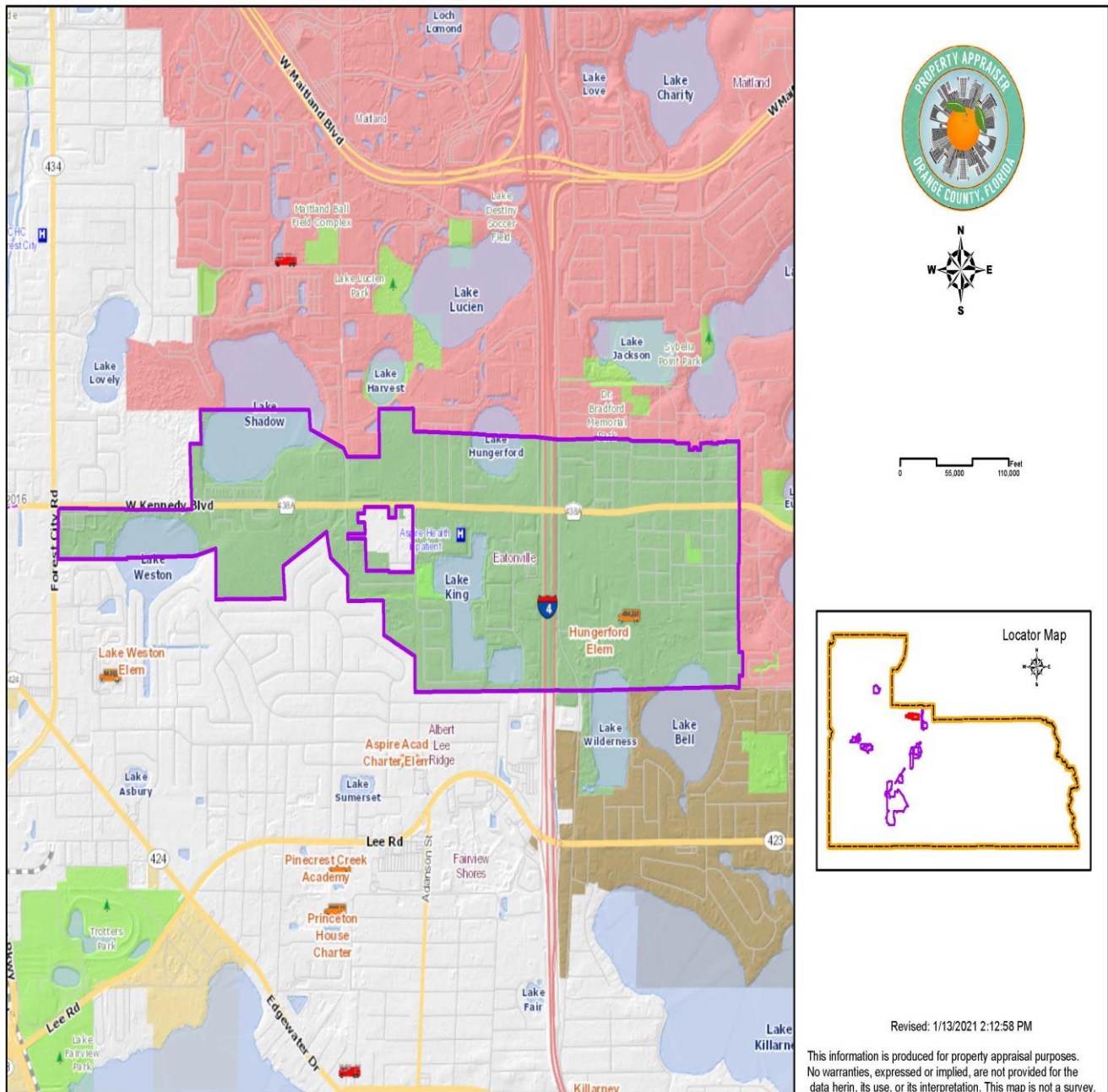


EXHIBIT "B"

Application for _____

(attached separately and incorporated herein)