

# **Wauchula Community Redevelopment Agency**

## **Commercial Revitalization Program**

1<sup>st</sup> Grant Cycle FY 25-26  
Open November 11 – January 5

### **INTRODUCTION**

The purpose of the Wauchula CRA Revitalization Program is to restore and improve commercial buildings within the Wauchula Community Redevelopment Agency District in an effort to improve the area in ways that contribute to the physical, economic, social and aesthetic well-being of the City of Wauchula. Moreover, it is the intent of this program to encourage improvements to private properties that go well beyond what is required under the City of Wauchula's Land Development Regulations to enhance the form, function and design quality of this redevelopment district.

### **APPLICATION AND PROJECT REQUIREMENTS**

1. Applications will only be accepted during an advertised grant cycle.
2. Applications will be reviewed and scored. Award amount is based on scoring but subject to funding and WCRA Board final approval. The WCRA Board shall have final approval of all applications. Awards shall not exceed WCRA funds available at time of approval.
3. Applicants must be the property owner or the property owner's registered agent.
4. No more than 1 open grant award shall be allowed per property owner or the property owner's registered agent.
5. The WCRA reserves the right to modify or cancel parts of or the entire Commercial Revitalization Program at any time without notice. If the program is modified or eliminated, the Agency will ensure that any previously approved grantees undergoing renovation will be completed per contract as long as the owner(s) abide by the contract.
6. Projects on properties that do not/will not collect property tax and contribute to the CRA Tax Increment Financing Fund (TIFF), and projects to improve property used or designed primarily for residential use (including, but not limited to apartments, condominiums, townhomes, duplexes, single family homes, and other residential housing) are not eligible to apply for the grant.
7. Work shall not begin prior to receipt of a fully executed grant agreement.
8. All applications shall be reviewed on a case by case basis by the WCRA Board to determine if an application meets the intended program goals.
9. Grants are paid as reimbursement. No funds shall be paid to the Applicant until the WCRA staff have received the official Certificate of Occupancy or Certificate of Completion and any other documentation required by the grant agreement with the WCRA.
10. Only project construction costs are eligible for the grant program. Design and permitting costs are not eligible for the grant program.
11. All incentivized development shall conform to the current edition of the City of Wauchula Land Development Code.
12. When agreed upon, redeveloped parking located on private property will be owned by the private property owner but be designated for public use for the life of the WCRA.
13. Applicants must supply the WCRA 3 quotes for the project elements funded by the grant application.
14. Applicants will not be approved for more than 1 grant extension.
15. Approved applicants are not eligible to submit another application for the same property address for a period of 5 years.

16. Project elements must remain unchanged for a period of 5 years from the date of the Certificate of Occupancy or Certificate of Completion.
  - a. A lien will be recorded for the value of the grant funds paid and shall become due and payable immediately upon any alteration of project elements during the 5 year period.
17. Applicants are required to provide updates to the WCRA Board as requested by staff.
18. Projects located in the HC1 zoning district must receive approval prior to beginning work.
19. Property address for the proposed project must be within the WCRA boundaries (see attached map).

#### **APPLICATION PROCESS**

1. Submit a completed application to the WCRA for review during the open grant cycle. Incomplete applications will not be considered for funding until a complete application, and all supporting documents are received by the WCRA. Applications must be signed by the owner of the property of record or the owner's registered agent; tenants and/or other occupants are ineligible to participate in the program and are prohibited from filing an application on behalf of an owner, unless otherwise authorized, in writing, by the property owner.
2. Upon determination of completeness and eligibility, WCRA staff will review and score projects for presentation to WCRA Board. Tied scores will be ranked by order they were received.
3. Any improvements completed prior to approval by WCRA Board are not eligible for reimbursement.
4. Applicants not approved may apply again during the next open grant cycle.
5. Application to this grant program is not a guarantee of funding. Funding is at the sole discretion of the WCRA Board.
6. The WCRA recommends that Applicants attend the WCRA Board workshop during which the Board will consider their application in order to answer any questions the WCRA Board may have regarding their application.
7. Approved applications will enter into a grant agreement that must be fully executed before any work related to the project commences.

#### **CONSTRUCTION/PAYMENT & SITE VISITS BY THE WCRA**

1. The Commercial Revitalization Grant Agreement is between the WCRA and the Applicant and/or property owner. The WCRA will not make payments directly to the contractor.
2. The WCRA will not disburse funds until WCRA staff receive the official Certificate of Occupancy or Certificate of Completion, proof of payment to the contractor, including copies of cleared checks, and any other documentation required by the grant agreement.
3. WCRA staff member will visit the property and photograph the completed project.
4. WCRA Staff may conduct unannounced site visits before, during, and after the project to determine and ensure compliance with the terms of the grant agreement.
5. Construction, final payments to vendors, and document submittals must be complete by the deadline date to remain in compliance with the grant requirements and receive reimbursement.

Community Redevelopment Agency  
Revitalization Program  
APPLICATION

Date Rec'd	_____
Score	_____
Award	_____

Applicant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Applicants Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

I hereby submit the following application for consideration by the Wauchula Community Redevelopment Agency Board. I understand that the request must be approved by the Board and that funding is not guaranteed. I also understand that award monies will be dispersed as defined in the Grant Application.

I acknowledge that I have read and understand the Application and Project Requirements, , Application Process, and Construction/Payment & Site Visit portions of the application and the application packet is complete in accordance with the Grant Checklist.

I acknowledge the project must be completed according to the timeline submitted with this Application. Should any changes be made to the project without prior approval by the WCRA Board, I understand that the grant will be void.

I acknowledge that the property to be improved does not have any delinquent ad valorem taxed and is free from all municipal and county liens, judgements, and encumbrances of any kind.

_____	_____	_____
Print Name of Applicant	Applicant Signature	Date
_____	_____	_____
Print Name of Property Owner	Property Owner Signature	Date

Staff Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# COMMERCIAL REVITALIZATION GRANT CHECKLIST

## AT TIME OF APPLICATION

- ☐ One (1) hard copy of completed application.
- ☐ Photographs of the current condition of site and structures.
- ☐ Architectural renderings of proposed improvement in color and/or detailed floorplan or proposed improvements (if requested applicable to the nature of the project).
- ☐ A detailed outline of all proposed improvements with three (3) quotes from a licensed contractor.
- ☐ A detailed proposed project schedule.
- ☐ If any components of the project pertain to paving, fencing, landscaping, etc., a survey showing the location of work is also required.
- ☐ Proof of current City and County property tax.
- ☐ The Wauchula CRA Commercial Revitalization Grant Application signed by Applicant.
- ☐ Property owner's signature on application (or other authorizing documentation) if Applicant is not the owner.

## WITHIN 30 DAYS OF GRANT AWARD

- ☐ The Wauchula CRA Commercial Revitalization Grant Agreement has been signed and notarized by both the applicant and property owner (if they are not the same).
- ☐ Copy building permit.
- ☐ Copy of Historic Preservation Board Certificate of Appropriateness (when applicable).

## AT PROJECT COMPLETION

- ☐ Copy of Certificate of Occupancy or Certificate of Completion from the Hardee County Building Department.
- ☐ Proof of payment to contractor as final payment.
- ☐ Completed W-9 Form for payee.

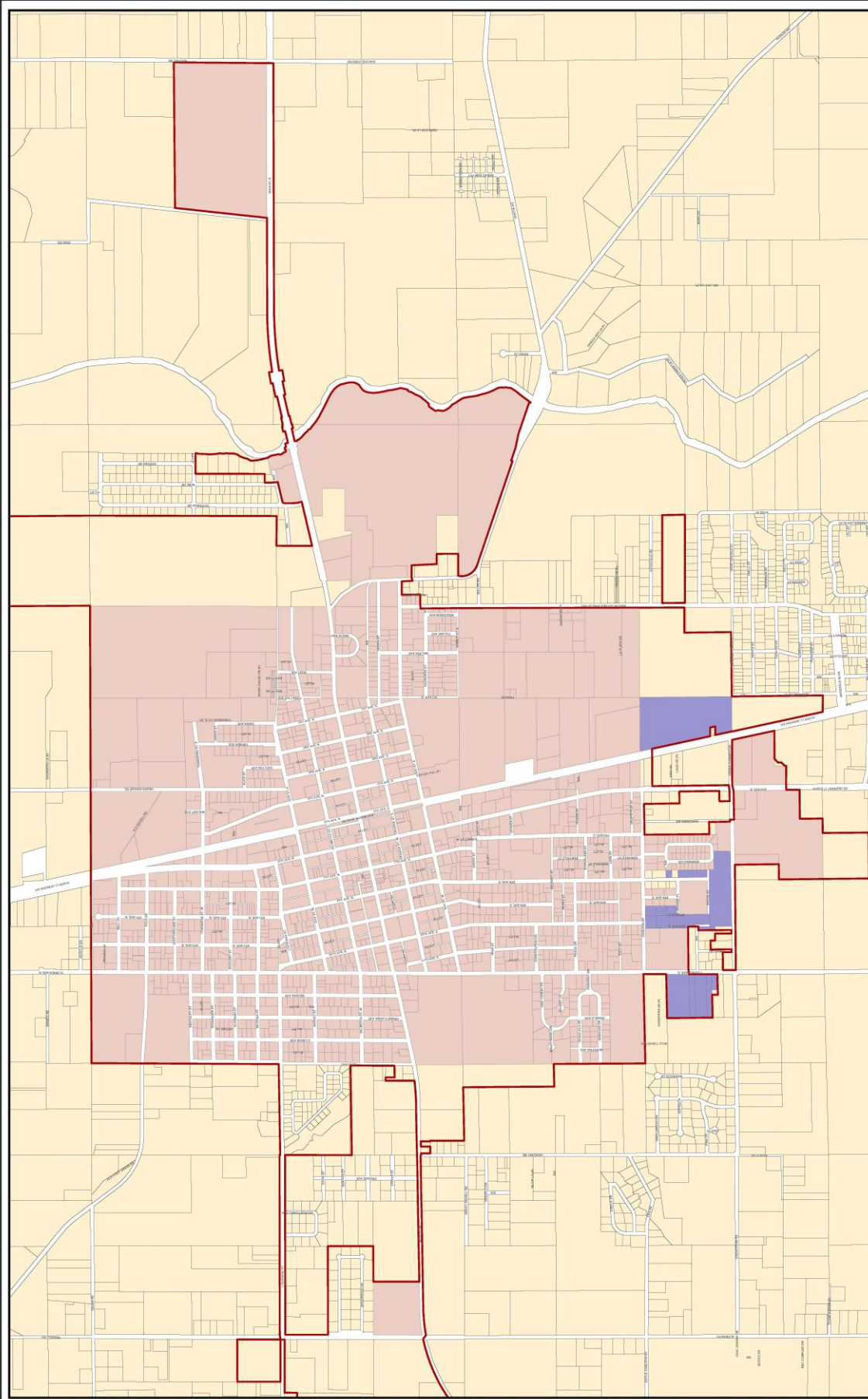
<b>SCORING CRITERIA</b>	
<b><u>Private Contribution</u></b>	
Between 0 and 20% of assessed value	5
Between 21% and 40% of assessed value	10
Between 41% and 60% of assessed value	20
61% and above assessed value	30
<b><u>Project Type</u></b>	
Vacant Building	20
New Construction/Addition	15
<b><u>Utilities</u></b>	
Electrical	15
Plumbing	15
HVAC	5
Fire Suppression/Sprinkler System	20
<b><u>Façade Improvements – Max 25 points</u></b>	
Paint	5
Landscape	5
Signage	5
Awning	10
Restoration of historic features	15

15 -24 points	25 -34 points	35 -44 points	45 - 54 points	55 – 64 points	65 – 74 points	75 - 84 points	85 – 94 points	95+ points
\$10,000 Cap	\$15,000 Cap	\$20,000 Cap	\$25,000 Cap	\$30,000 Cap	\$35,000 Cap	\$40,000 Cap	\$45,000 Cap	\$50,000 Cap

\*Applications scoring below 15 points will be recommended for denial.

\*Award amounts based on the following scoring and not guaranteed.

\*At no point will awards amounts exceed 50% of the total project cost.



UD2  
CRA  
CRA 2

HARDEE COUNTY PROPERTY APPRAISER'S OFFICE  
KATHY L. CRAWFORD, PROPERTY APPRAISER

Hardee County Property Appraiser's Office  
This map is for informational purposes only.  
It is not to be used for legal purposes.  
Prepared by Lisa M. Prateridge - 3/14/2019



## **COMMERCIAL REVITALIZATION PROGRAM AGREEMENT**

**(Parcel Address)**

**(Parcel Number)**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Wauchula Community Redevelopment Agency (hereafter the "WCRA"), a dependent special district of the City of Wauchula, Florida, a municipal corporation created under the laws of the State of Florida (hereafter the "City"), and \_\_\_\_\_, authorized to do business in Florida (hereafter the "Applicant") and doing business as \_\_\_\_\_.

**WHEREAS**, the City of Wauchula, a municipal corporation formed under the laws of the State of Florida (the "City"), formed the WCRA with the City Commission acting in its dual role as the Board of Directors of the WCRA pursuant to Part III, Chapter 163, Florida Statutes; and

**WHEREAS**, the WCRA adopted a Community Redevelopment Plan for the area within its WCRA boundaries, which Plan identifies, among other goals, promoting economic development and adaptive reuse and redevelopment of buildings; and

**WHEREAS**, under section 163.400(1), Florida Statutes, for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities, any public body is authorized to do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities, including, but not limited to, do any and all things necessary to aid or cooperate in the planning or carrying out of the community redevelopment plan and related activities, and entering into agreements regarding the furnishment of funds or other assistance in connection with community redevelopment; and

**WHEREAS**, Applicant owns certain real property and a commercial building located at \_\_\_\_\_, City of Wauchula, Hardee County, Florida, parcel number \_\_\_\_\_ (hereafter the "Property"), which Property is within the boundaries of the WCRA and houses Applicant's business, \_\_\_\_\_; and,

**WHEREAS**, Applicant has made application for funding to the WCRA under the Commercial Revitalization Program to assist with the completion of improvements to the Property as set forth in its Application (the "Project"); and,

**WHEREAS**, WCRA has approved said application, subject to the terms and conditions of this Agreement.

**ACCORDINGLY**, in consideration of the above stated Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The above stated recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. COMPLETION OF PROJECT.** In return for the WCRA agreeing to award this grant as specified below, Applicant agrees to complete the Project consistent with the scope of work set forth in the application submitted to WCRA, which is attached to, incorporated in, and made a part of this Agreement as Exhibit "A".

**SECTION 3. AWARD OF GRANT.** The WCRA hereby awards to Applicant a community redevelopment grant in the amount of \$\_\_\_\_\_ (the "Grant Funds"), to be paid at Project Completion, defined as the completion of the final inspection and issuance of a Certificate of Occupancy or Certificate of Completion for the Property. Grant Funds will be payable to the Applicant within thirty (30) days of the issuance of a Certificate of Occupancy or Certificate of Completion for the Property.

**SECTION 4. OBLIGATION TO PROJECT.** Applicant, his successors or assigns, shall maintain the project elements (Project) for which grant funds were received for the Property following Project Completion for a period of five (5) years from the Certificate of Occupancy or Certificate of Completion. Should Applicant, his successors or assigns, fail to maintain said Project for five (5) years, Applicant, his successors or assigns, shall be obligated to reimburse the WCRA the full amount of the grant awarded by the WCRA under Section 3 of this Agreement.

**SECTION 5. OBLIGATION TO COMPLETE.** Applicant agrees to obtain any and all permits required within 30 days of the grant award date. Applicant agrees to complete the Project, make final payments, and submit any required documentation, on or before \_\_\_\_\_.

**SECTION 6. IMPOSITION OF LIEN.** The parties agree and covenant that a lien is hereby imposed and attached upon the Property for the grant funds actually paid to the Applicant effective immediately. The lien shall become immediately due and payable should the Project be altered in any way within five (5) years from the date of the Certificate of Occupancy or Certificate of Completion for the Property. Applicant, its successors and assigns, waive all defenses and any right to oppose collection of this lien. This lien shall expire and terminate five (5) years after the date of the Certificate of Occupancy or Certificate of Completion for the Property .

**SECTION 7. BINDING AGREEMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns and successors by merger, consolidation, or conveyance.

**SECTION 8. ATTORNEYS' FEES AND COSTS.** In any dispute arising out of or relating to this Agreement, the prevailing party shall recover from the losing party reasonable attorney's fees, costs and expenses incurred by the prevailing party in connection with such dispute at pretrial, trial, and appellate levels.



**SECTION 9. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Hardee County, Florida at the expense of the Applicant.

**SECTION 10. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 11. AUTHORITY TO EXECUTE AGREEMENT.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind the entity for which that person is signing.

**SECTION 11. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between the parties hereto, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties hereto with respect to the award of this grant to the Property. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City, and it shall be and become effective immediately upon execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the date first stated above.

**WAUCHULA COMMUNITY  
REDEVELOPMENT AGENCY:**

By:

\_\_\_\_\_  
Mr. Richard Nadaskay, Mayor

**ATTEST:**

By:

\_\_\_\_\_  
Stephanie Camacho, City Clerk

**APPROVED AS TO FORM &  
LEGALITY:**

By:

\_\_\_\_\_  
Kristie Hatcher Bolin, City Attorney

SIGNED, SEALED AND DELIVERED IN  
THE PRESENCE OF:

By: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_. He/She is [ ] personally known to me or [ ] has produced  
\_\_\_\_\_ as identification and [ ] (did)/ [ ] (did not) take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.