



Community Redevelopment Agency (CRA)

Agenda

January 11, 2023 @ 3:00 pm

Winter Park City Hall Commission Chambers

welcome

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please note

Times are projected and subject to change.

-
1. **Called to Order**
 2. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 3. **Consent Agenda**
 - a. [Approve the minutes of November 9, 2022](#) 1 minute
 4. **Action Items**
 - a. [Request for Funding - Park Avenue District Main Street Program](#) 10 minutes
 5. **Staff Updates**
 6. **Board Comments**
 7. **Adjournment**



Community
Redevelopment
Agency (CRA)

agenda item

item type	Consent Agenda	meeting date	January 11, 2023
prepared by	Rene Cranis	approved by	Michelle del Valle, Randy Knight
board approval	Completed		
strategic objective			

subject

Approve the minutes of November 9, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CRA-min-2022-11-09.pdf](#)



Community Redevelopment Agency Regular Meeting Minutes

November 9, 2022 at 2:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, Todd Weaver; Orange County Representative Hal George; City Manager Randy Knight; Assistant City Manager Michelle del Valle; Deputy City Clerk Kim Breland.

1) Call to Order

Mayor Anderson called the meeting to order at 2:30 p.m.

2) Public Comments (for items not on the agenda): Three minutes allowed for each speaker

Carol Everett, 730 W. New England Avenue, asked how the CRA can assist the residents of Hannibal Square that was adversely affected by Hurricane Ian. (Addressed later in this meeting under Item 5b.)

Linda Walker Chappell, 794 W. Comstock Avenue spoke about loss of programming in the community and asked for funding for her organization, Youth Can, in order to provide programs benefiting the youth in the community.

3) Consent Agenda

- a. Approval of the minutes of August 24, 2022

Motion made by Mr. George to approve the Consent Agenda; seconded by Commissioner Weaver. There were no public comments. **Motion carried unanimously with a 6-0 vote.**

4) Action Items

- a. MLK Park Enhancement Project - Call for Artist

Assistant Division Director of Economic Development/CRA Kyle Dudgeon gave an update on the project schedule and showed the proposed enhancements. He provided details on MLK Memorial including a sculpture for which approval is requested to move forward with a RFP for an artist to design the sculpture and help to frame hard/landscape improvements/unity wall. He responded to questions regarding community input that indicated support of the concept with a life-size sculpture of Dr. King facing the street, memorial wall and landscape/ hardscape improvements.

Director of Parks and Recreation Jason Seeley added that in meetings with a group from Hannibal Square, there was agreement on general concept and said the project is at the point to move forward with the RFP for an artist.

Commissioner Sullivan asked about selling memorial bricks. Mr. Seeley responded that from a fundraising standpoint, sale of memorial bricks is not recommended due to the cost of the bricks and installation cost.

Motion made by Commissioner DeCiccio to approve the concept and RFP as presented for the sculpture; seconded by Commissioner Sullivan.

Carol Everett, 730 W. New England Avenue, asked what will go on the memorial wall in lieu of bricks. Mr. Dudgeon stated the names of the owners of the property prior to this becoming a park will be on the wall. Mr. Seeley said that Heritage Center has the list of those property owners who lost their property to eminent domain to create the park.

Motion carried unanimously.

5) Staff Updates

a. CRA Extension - Scope of Work

Mr. Dudgeon provided details on the potential extension and/or expansion of the CRA and next steps to develop a scope of work for consultant support and issue a solicitation. During the process, consideration should be given to modification of the CRA Plan through work with Orange County, staff, advisory boards, and public.

Mayor Anderson noted that because the penny sales tax did not pass, the city will have to source funds from and for CRA. He asked whether the scope will address the areas previously identified by the commission as potential changes to the CRA boundaries. Mr. Dudgeon replied yes. Mayor Anderson suggested those areas be included in the RFP document.

Commissioner Sullivan suggested that The Plymouth apartments may qualify as one of the areas selected for potential expansion and noted that the OAO provides for affordable housing in three areas where work force housing may qualify as well.

Mr. George supported retaining a consultant to provide detailed information that supports the city's request to Orange County for an extension and/or expansion, but feels an extension seems to be a clearer path than expansion.

There were no public comments.

Motion made by Mayor Anderson to approve with inclusion of the map options drafted by the Commission; seconded by Commissioner DeCiccio. Motion carried unanimously with a 6-0 vote.

b. Amending the Home Rehab Program to Accommodate Emergency Response

Mayor Anderson noted that a community meeting was held recently regarding Hurricane Ian with discussion about FEMA response, source of stormwater/flooding and impact of the 500-year flood event. This program was developed as a result of the hurricane and subsequent weather events and is designed to bridge the gap to FEMA assistance.

Division Director of OMB Peter Moore reviewed the existing home rehab program which the city can be amend to provide for emergency assistance and to increase the income limitations. He said he views this amended program as a supplement to FEMA programs and insurance if those funds were insufficient to make repairs. City staff met with FEMA representatives and learned that some property owners are not completing the required FEMA SPA loan registration on line, which caused delays in processing applications.

Additional FEMA resources noted were Barnett Park and Greater Orlando Habitat for Humanity and links to these resources can be added to the city's website.

Mr. Moore reviewed the proposed amendments to the program:

- Requires a declared state of emergency by the Governor of Florida.
- Removes the restriction on the ten-year reuse prohibition.
- Raises the household income eligibility to Moderate (120% AMI).
- Provides up to \$20k as available in the CRA budget.
- Applicant must exhaust FEMA availability first.
- Applicants with insurance coverage may apply to have deductibles covered. This may allow homeowner some potential support to acquire flood insurance.

Staff responded to questions on programs, eligibility, restrictions on use, income level and timely access for assistance.

Motion made by Commissioner Sullivan to include emergency responses as part of the assistance for moderate income houses during declared emergencies; seconded by Commissioner Weaver.

Carol Everett asked whether the city will be declaring Hannibal Square a flood zone so homeowners can obtain flood insurance. Mr. Knight advised that FEMA determines flood zones and noted that it is more difficult and expensive to get flood insurance if a home is in a flood zone.

Bonnie Hamilton asked if there are plans to raise the income limit for the water remediation program in order to aid those at a higher income level.

Linda Walker Chappell thanked the Mayor and staff for coming out to assist the community. She expressed her concern that \$20k is not enough for home rehab and

questioned why funding cannot be increased by \$10k when the city is considering expanding the CRA.

Mr. Moore clarified that the regular housing rehab program maximum is \$30k and that \$20k is proposed for the emergency program. He said that the water remediation program is based on low income, as is the case with other city programs, and because of residents' concerns, the income level for the emergency program was increased from low to moderate. He explained how the CRA is funded and said he understands Mrs. Walker-Chappell concern to be that funds in the current CRA will be allocated to projects in the expanded CRA, which ultimately is a policy decision.

Mayor Anderson supported the water remediation and would like the program be part of this going forward and become an early payment part of the program.

Mr. George suggested providing education to homeowners on flood insurance.

Motion carried unanimously with a 6-0 vote.

6) Board Comments

Commissioner DeCiccio suggested giving Mr. Knight authority to use funds currently allocated for a parking garage at the Library and Events Center to repair infrastructure in the area. Mr. Knight said he will prepare a plan for commission consideration.

Mayor Anderson asked which local organizations in the CRA are receiving funding money and add to the next CRA agenda for discussion.

7) Adjournment

The meeting was adjourned at 3:31 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



Community
Redevelopment
Agency (CRA)

agenda item

item type	Action Items	meeting date	January 11, 2023
prepared by	Kyle Dudgeon	approved by	Peter Moore, Michelle del Valle, Randy Knight
board approval	Completed		
strategic objective	Quality of Life Intelligent Growth Development Fiscal Stewardship		

subject

Request for Funding - Park Avenue District Main Street Program

motion / recommendation

Direct staff to execute the agreement under the City's Manager's authority to approve.

background

The Park Avenue District (PAD) has achieved Main Street Designation status and is asking for funding support from the City/CRA. City partnerships with Main Street Districts are quite common and many of the neighboring municipalities are engaged in support either through financial support and/or by provision of dedicated staffing. The PAD request is for \$50k as a matching grant so that they can recruit a required executive director within a six-month timeline of acceptance to the program provided by Main Street USA, and meeting this and other benchmarks, will allow PAD's Main Street to access other sources of governmental support such as technical resources, best practices, and the potential for other state grant funding.

Originally contemplated as a request to the City Commission, Staff has received guidance from the City attorney stating funding can be provided by either the City or the CRA. At their December 14th regular meeting, the City Commission delegated this item to be a CRA function.

Staff has structured a grant agreement, similar to other non-profit support agreements, that calls for funding the \$50k request and includes reporting benchmarks for future years' funding to be incorporated into the annual budgeting and approval process. This will allow the City Manager to execute an agreement quickly under his signatory authority and will be consistent with other grant agreement formats. This would also allow for

ongoing discussions with PAD and other districts and stakeholders about the long-term vision for support of the city's historical downtown and the possibility of dedicated employees hired to assist the downtown.

alternatives / other considerations

The Agency may amend the agreement.

fiscal impact

Up to \$50k per fiscal year, for up to three years, as a matching grant contribution to be renewed annually.

ATTACHMENTS:

[Letter of Request_Park Avenue District.pdf](#)

ATTACHMENTS:

[Park Avenue District Main Street Funding Agreement - FY23.pdf](#)



To the Mayor, City Commission and members of the CRA Board:

The Park Avenue Merchants (“PAD”) respectfully provide the following to the City of Winter Park through its Community Redevelopment Agency (“CRA”) for consideration.

Like most areas, the district is experiencing the same ebbs and flows of the recent pandemic and subsequent collateral challenges associated with it. Both the local service sector economy and professional markets are feeling the effects. Statistics show that local sales tax collection, dropped 21.6% from an all-time high of just over \$5 million in 2019, to the current improvement of the half cent sales tax revenue of 12% in FY21, for a total of \$4.4 million. Existing spending patterns have continued, however larger national socio-economic factors such as recession fears, inflation, and labor force demands are impacting these values.

In an effort to address the situation head on, the Park Avenue District, Inc. (“PAD”) was created May 13, 2019, in an effort to improve and attract quality business and activity along the Park Avenue corridor. The current PAD Board of Directors, are Board President Sarah Grafton, Ricci Culver, Kevin Wray, and Tracey Liffey. Utilizing the Main Street approach (see Exhibit A attached), the PAD now proposes to hire an Executive Director. (See Exhibit B attached)

The Park Avenue District has a majority of the area merchants as its members. Its funding to date has been through Private Funding, Memberships, and Events. The primary area of

focus is to enhance the Avenue through historical preservation, small business support, joint marketing efforts and special events. Our members are the heart of our downtown. They join as a collective to be effective in not just helping their business but all small businesses in our business district. By listening to residents and connecting with community businesses, we are working to build a better Park Avenue District. We will work together with the city, chamber, residents and small business members to be successful.

The PAD has carried out a number of successful and popular activities celebrating the downtown/district such as;

- Trick or Treat the Avenue
- Winter Park Holiday Market
- Seasonal Sidewalk Sales
- Promotional Shopping Events
- Member Meet and Greet
- Visit Park Avenue Advertising (Billboards)

The PAD applied for and recently received approval from the Florida Department of State, to become a **Florida Main Street District**, with help from the city CRA staff which was greatly appreciated! The application is available for review and was a comprehensive study of the conditions in the proposed district. Additionally, The PAD was granted 501(c)(3) designation August 29, 2019.

One of the critical components of a successful Main Street effort is community and municipal support. Therefore, we submit the following:

Proposal:

Utilizing the Main Street approach (see Exhibit A attached), the PAD proposes to hire an Executive Director to develop and carry out a program to;

- Encourage and promote a variety of events within the Downtown Park Avenue Area (the “Area”) and market the Area;
- Develop a superior pedestrian experience within the Area;

- Provide downtown workers the opportunity to connect and sets a specific goal of encouraging more special events and activities,
- Provide and support “clean and safe” programming within the Area,
- Carry out the District’s mission is to enhance the Avenue through historical preservation, small business support, joint marketing efforts and special events.
- By locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and
- The District will work to assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by a Scope of Work Agreement to be created with the CRA; and

The PAD believes it is in the public’s best interest for the CRA to support the PAD Main Street District by providing funding to the District in the amount of fifty thousand dollars (\$50,000.00), as a matching grant, contingent upon the District meeting the goals and performance standards as proposed below.

The PAD requests consideration for the CRA to provide funding to the District in the amount of fifty thousand dollars (\$50,000.00) contingent upon the District meeting the performance standards set forth in the Scope of Services below or as negotiated, and incorporated herein, by reference.

1. **Term:** The initial term of this Agreement shall be three years commencing December 1, 2022, and shall be subject to renewal annually thereafter.
2. **Scope of Services:**
 - a. PAD shall support marketing and redevelopment for the designated district consistent with the goals and objectives of the City.
 - b. PAD shall create and implement a marketing plan, consistent with the goals and objectives of the City to support, attract and retain desirable business to the downtown district.
 - c. PAD shall assist property owners in the District with marketing, events and promotions, consistent with the goals and objectives of the City.
 - d. PAD shall carry out at least two annual events in the District to market the area and attract business development.
 - e. PAD shall continue to promote events, social media engagement and community

outreach to benefit area businesses.

- f. PAD shall continue to use local and regional media to promote the area and leverage public relation opportunities.
 - g. Continue to foster and strengthen cooperation between the City, the CRA, the Chamber of Commerce, and their business partners.
-
- 3. **Reports:** The PAD Board Chair or Executive Director shall present a quarterly progress and financial reporting, regarding the above, to the City Commission at the first Commission meeting of each quarter beginning March 1, 2023.
 - 4. **Good Standing:** PAD agrees to maintain good standing of its tax-exempt status and its membership with the required Main Street organizations and remain in compliance with all applicable state and local statutes and ordinances.
 - 5. **Compensation:** The City agrees to pay PAD \$50,000, in two equal payments of \$25,00, to be made December 1, 2022, and July 1, 2023.
 - 6. **Matching Funds:** PAD shall seek funding and sponsorships to achieve a minimum of \$50,000 to match the City's contribution to support the general activities of PAD.
 - 7. **Indemnification:** PAD shall indemnify and hold harmless the City for any loss, or cost, or claim of damages caused by the negligence of PAD or its officers, agents or employees acting under the scope of their employment.
 - 8. **Termination:** This agreement may be terminated by either party without cause, with 30 days written notice. In the event of termination, the City's obligation to make further contributions shall cease and PAD shall return any and all unapplied funds theretofore contributed by the City, not later than the close of business, the third day following such notice.

The PAD is grateful for the supportive climate for business in the city and ready to continue to make every day exceptional in Winter Park, the City of Culture and Heritage. We welcome your questions and will provide further information as requested to assist with consideration and approval.

Respectfully submitted,

Sarah Grafton
Board President
Park Avenue District, Inc,

Exhibit A:

The Main Street Approach

Main Street™ is a philosophy, a program, and a proven comprehensive approach to downtown commercial district revitalization. This approach has been implemented in over 1,200 cities and towns in 40 states across the nation with the help of the National Main Street Center and statewide downtown revitalization programs.

The success of the Main Street™ approach is based on its comprehensive nature. By carefully integrating four points into a practical downtown management strategy, a local Main Street™ program will produce fundamental changes in a community's economic base:

Organization involves building a Main Street™ framework that is well represented by business and property owners, bankers, citizens, public officials, chambers of commerce, and other local economic development organizations. Everyone must work together to renew downtown. A strong organization provides the stability to build and maintain a long-term effort.

Promotion creates excitement downtown. Street festivals, parades, retail events, and image development campaigns are some of the ways Main Street™ encourages customer traffic. Promotion involves marketing an enticing image to shoppers, investors, and visitors.

Design enhances the attractiveness of the business district. Historic building rehabilitation, street and alley clean-up, colorful banners, landscaping, and lighting all improve the physical image of the downtown as a quality place to shop, work, walk, invest in, and live. Design improvements result in a reinvestment of public and private dollars to downtown.

Economic Restructuring involves analyzing current market forces to develop long-term solutions. Recruiting new businesses, creatively converting unused space for new uses, and sharpening the competitiveness of Main Street's traditional merchants are examples of economic restructuring activities.

Exhibit B:

Park Avenue District Organizational Chart

DOWNTOWN PROGRAM

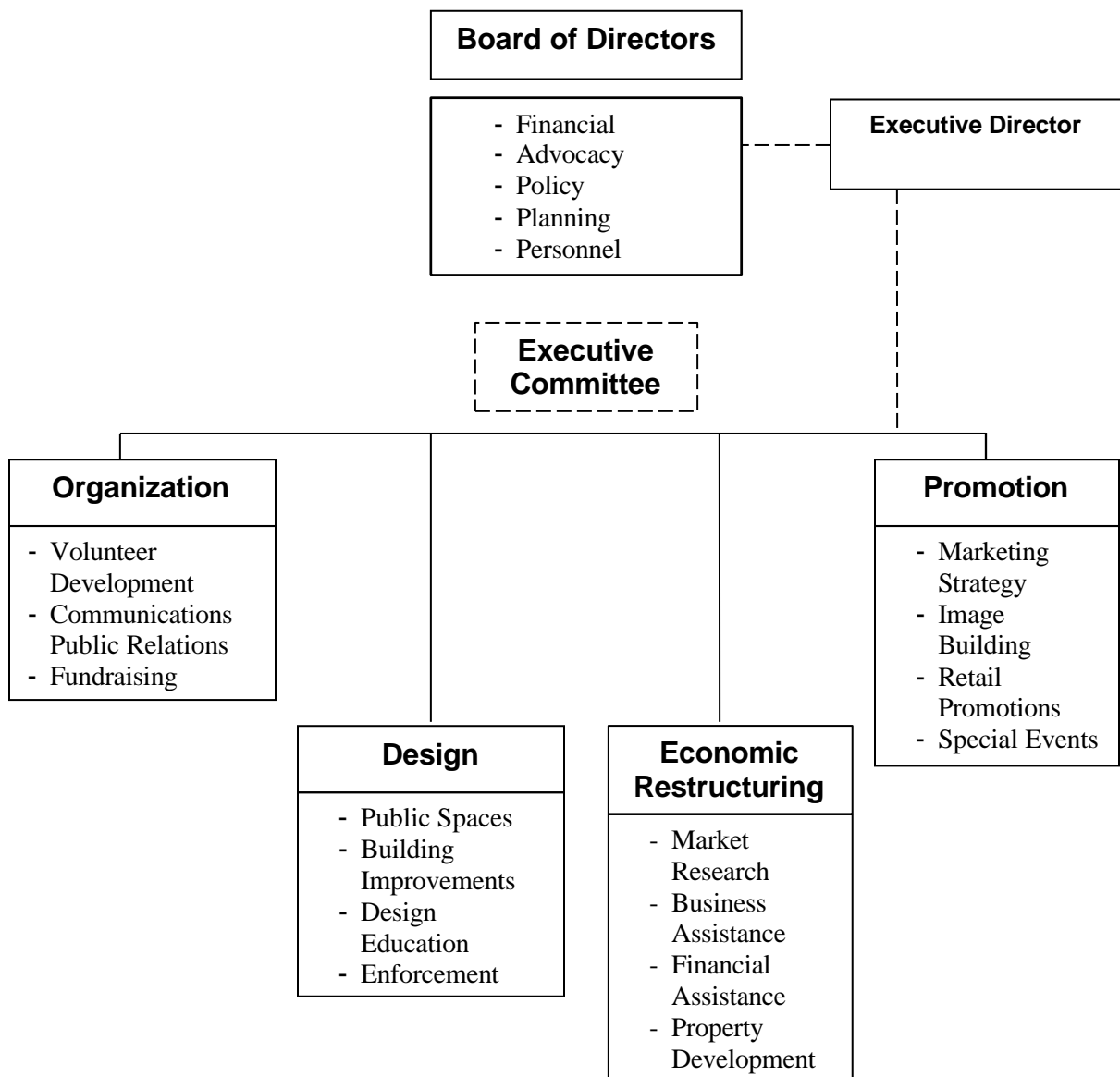


Exhibit C:

Preliminary Draft Budget as submitted with Main Street Application

DRAFT YEAR 1 BUDGET SUMMARY	
REVENUE	
City Government	\$
CRA Trust Fund	\$ 50,000.00
County Government	\$
Private/Memberships	\$ 12,500.00
Grants	\$
Promotions/Special Events	\$ 15,000.00
Other Revenue - Donations	\$ 5,000.00
TOTAL INCOME	\$ 82,500.00
EXPENSES	
Executive Director Salary	\$ 50,000.00
Executive Director FICA	\$ 3,825.00
Executive Director other benefits	
Office operations (computer, printer, supplies, postage, etc.)	\$ 1,200.00
Rent	
Utilities	
Telephone/Internet	\$ 500.00
Memberships	\$ 2,000.00
Insurance (special events and Directors and Officers liability)	\$ 1,500.00
Professional Development/Travel (Executive Director is required to attend trainings, quarterly meetings and Florida Main Street Conference)	\$ 5,000.00
Annual Board Retreat	\$ 475.00
Design/Incentive Grants	
Promotion/Special Events	\$ 11,000.00
Marketing/Website	\$ 2,000.00
Economic Vitality	
TOTAL EXPENSES	\$ 77,500.00
NET	\$ 5,000
1 - In 2018, the average salary for a full-time Florida Main Street Executive Director was \$44,426.	
2 - National Main Street annual membership is <u>required</u> . (Florida Main Street pays the newly designated Main first year membership in the National Main Street Network).	
3 - Board retreats should be an annual expense to accommodate a facilitator in developing a work plan.	
* Design Grants, such as facade or sign improvement grants are extremely important to Apprentice Programs because they help spur projects and create visibility and awareness of the Apprentice Program	

CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT

THIS CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY GRANT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2023 by and between the CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes (the “CRA”), and PARK AVENUE DISTRICT, INC., a Florida not for profit corporation (“Recipient”).

RECITALS

WHEREAS, the PAD is a non-profit corporation with established goals of promoting the City of Winter Park to the public and has requested matching grant support; and

WHEREAS, the CRA and PAD wish to work in harmony in addressing the marketing/promotion, economic investment and redevelopment needs of the City and in communicating with the public and local businesses; and

WHEREAS, the CRA and PAD wish to extend support for PAD for the fiscal year 2022-2023 ending September 30, 2023, and acknowledge that funding for FY2024, and FY2025 will be provided as part of the CRA’s normal budget process, consistent with annual approvals, reporting, and benchmarks; and

WHEREAS, PAD has additional resources available through the National Trust for Historic Preservation and the Florida Main Street program to assist in the development and promotion of the City and its Historic District; and

WHEREAS, in conjunction therewith, the Recipient has set forth the Program Overview and Goals in Exhibit A attached hereto and incorporated herein by this reference (the “Objectives”); and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the Recipient will receive and utilize certain funds of CRA for the purpose of performing the Objectives to strengthen the CRA community; and

WHEREAS, Recipient shares the aforementioned goals of the CRA, and has agreed to enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have available the necessary qualified and trained personnel, facilities, materials and supplies to perform such Objectives as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the CRA and the Recipient hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement is incorporated

herein as covenants and agreements and made a part hereof.

2. **TERM.** This Agreement shall be effective upon the execution by all parties (the “Effective Date”) and shall remain in effect, unless terminated sooner pursuant to its terms, until October 1, 2023, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein. This agreement will renew for a maximum of two (2) one-year extensions as long as the Recipient has met the conditions of this agreement and that the CRA appropriates monies for this purpose as part of the annual budgeting process.

3. **GRANT.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed **Fifty Thousand Dollars (\$50,000.00)** (the “Grant”). Disbursal of the Grant to the Recipient is made in consideration of and on the condition that the Grant be expended in operating, implementing, funding and performing the Services, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant may be made without the written consent of the CRA.

4. **DISBURSAL.** Subject to the terms and conditions provided in this Agreement, the Grant shall be disbursed to the Recipient in **two equal payments of Twenty-Five Thousand Dollars (\$25,000.00)**, the first within thirty (30) days of the Effective Date. The second payment shall be disbursed once proof of matching funds raised by the Recipient in the amount of the first disbursal is provided to the CRA. Upon acceptance of the proof provided, the CRA will issue the second disbursement within 30 days. Proof of matching funds may take any reasonable form within the CRA’s sole discretion.

5. **DEPOSIT, UTILITIZATION, AND COMMINGLING OF GRANT FUNDS.** Upon receipt of any Grant monies from the CRA:

- a. **Deposit.** The Recipient shall deposit said grant monies, or any portion thereof, in a fully insured financial institution and maintain said monies in said financial institution until such time said monies are needed for the purposes of developing, implementing and providing the Objectives.
- b. **Use.** The Recipient shall use said grant monies, or any portion thereof, exclusively for the programs and activities set forth in this Agreement.

6. **PERFORMANCE MEASURES; PROGRESS AND FINANCIAL REPORT.** By the schedule stated in Exhibit B, the Recipient shall submit reports to the City. The Reports shall be consistent with the Services as attached in Exhibit A and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA. The goals set-forth in Exhibit A are estimated and are a 12-month projection. The Agency agrees to submit progress and financial reports to the City Manager or his designee in form and content acceptable to the City Manager or his designee in accordance with the schedule set forth on Exhibit B attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the City Manager or his designee, such progress reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City residents. Agency will collect demographic information about its customers and will provide this data to City. Moreover, the semi-annual reports shall be consistent with the Services detailed herein and shall identify

expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the City Manager or his designee shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

7. **NONPROFIT STATUS.** During the term of this Agreement, the Recipient will: (a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; (b) maintain the requisite corporate power and authority to carry on its business; and (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.

8. **NONDISCRIMINATION.** Recipient agrees that in the provision of Recipient's Services that Recipient shall not unlawfully discriminate, harass, or allow harassment against any participant in Recipient's Services on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend Recipient's programs to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

9. **ACCOUNTABILITY AND OVERSIGHT.** The Grant covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Recipient's Services:

(a) Recipient's Obligations and Responsibilities. Recipient hereby agrees as follows:

- i. Financial Statements. Recipient shall, on August 1, 2022, or within thirty (30) days of a written request from the CRA, provide to the CRA financial statements for the most recently completed six (6) months or fiscal year, prepared according to generally accepted accounting principles uniformly applied and which has been audited by an outside independent certified public accountant. The financial statements must contain information that will permit the reader to evaluate the Recipient's total administrative costs and whether such costs may be considered reasonable.
- ii. Accounting System. Recipient shall maintain a separate account for the Grant, or any portion thereof. The Recipient shall maintain records for every expenditure incurred directly or indirectly by this Agreement. In addition, a log of all expenditures by line item shall be maintained by the Recipient in order for the reader to ascertain how the Grant, or any portion thereof, was expended. Such records shall be maintained in a file and be made available for examination by the

CRA year after the Effective Date until five (5) years after the termination of this Agreement, within twenty (20) days of a written request from the CRA.

iii. Recipient's Other Funding Agreements. The Recipient shall submit to the CRA as part of their annual reporting requirement a list of all grant or funding agreements entered into between the Recipient and other public or private organizations concerning the programs and activities funded, in whole or in part, under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements.

iv. Requests For Additional Information. The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

(b) Audit/Records Access. Notwithstanding anything in this Agreement to the contrary, the Recipient agrees that the CRA, or its designated representatives, shall have an absolute right of access to all of the Recipient's records pertaining to this Agreement and to conduct reviews and audits. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon written request for the indicated reviews and audits. Such records shall be retained for at least five (5) years after the termination of this Agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation or audit, whichever is later. In addition, should Recipient provide any or all of the Grant monies to sub-recipients, then and in that event Recipient shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the CRA or the its designee to the same extent as those of the Recipient.

v. Recipient's Program Evaluation. Recipient shall within thirty (30) days of a written request from the CRA, provide to the CRA summaries of program accomplishments and shortcomings as it pertains to achieving the goals and objectives of the CRA as stated in Exhibit B.

vi. Input. The Recipient will seek comment from the CRA and from the public on issues related to its performance of Recipient's Services under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA pertaining to the award of the Grant the Recipient's Services, or any other matter relating to or in connection with this Agreement.

vii. Standards of Conduct. The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

(c) CRA's Obligations and Responsibilities. The CRA hereby agrees as follows:

i. CRA Staff Review and Evaluation. The CRA Manager, or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient's compliance with the terms and conditions of this Agreement, the

effectiveness and benefits derived from the Grant and offer recommendations to improve the efficiency and effectiveness thereof, as measured by the Recipient's participation therein.

10. **MONITORING.** Recipient shall permit the CRA to access and monitor the Services to ensure compliance with the terms of this Agreement. Recipient shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all relevant records and such other information as the CRA may deem necessary.

11. **OTHER EXPENSES AND FUNDING.** Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that the CRA is not responsible or obligated to provide any additional funding for the Recipient's Services or to approve reductions in the scope of the promised Recipient's Services. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to provide the Recipient's Services and to provide any additional funds necessary to provide the Recipient's Services, regardless of the actual costs and even if those costs exceed the Recipient's cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with Recipient's Services prior to the Effective Date is undertaken at the Recipient's sole expense.

12. **PERSONAL OR REAL PROPERTY ACQUIRED WITH GRANT FUNDS.** All personal and real property, including equipment and supplies, acquired with the Grant, or any portion thereof, shall be used by the Recipient only for the purposes for which the CRA approved their acquisition for so long as said property is needed for such purposes, regardless of whether the Recipient continues to receive grant funds from the CRA for such purposes. Subject to the obligations and conditions set forth in this section, title to all personal and real property acquired with grant funds, including equipment and supplies, shall vest upon acquisition in the Recipient.

13. **STAFFING.** Subject to the conditions below, the Recipient has the sole responsibility for selecting and providing adequate employees, volunteers, independent contractors or other staffing personnel ("Recipient's Staff") in compliance with local, state and federal regulations and guidelines for the provision of Recipient's Services. The Recipient shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to Recipient's Staff and shall indemnify and hold harmless the CRA from any and all claims for compensation and for tort liability suffered by Recipient's Staff arising out of or related to the provision of Recipient's Services.

Further, the Recipient accepts full responsibility of hiring, utilizing or receiving services from someone who has a prior conviction. It is the Recipient's full responsibility to select, screen, and train Recipient's Staff to provide Recipient's Services and to protect the health and safety of persons participating in such programs and activities. The Recipient shall be solely liable for any and all harm to the persons participating in Recipient's activities or others resulting from any action or inaction of the Recipient in conducting screenings or tests on or training of any of Recipient's Staff utilized to provide Recipient's Services and shall indemnify and hold harmless the CRA from any claims for compensation and for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any of Recipient's Staff utilized by Recipient to provide Recipient's Services, or any other harm to persons participating in such programs and activities that arises out of any action or inaction taken pursuant to this Agreement.

During the term of this Agreement, the Recipient agrees that it will not unlawfully discriminate, harass, or allow harassment against any employee (or volunteer) or applicant for employment (or volunteer) on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age and will not limit or give preference to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age as it pertains to employment or volunteer opportunities.

14. **ACCURACY OF INFORMATION.** Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement, including all representations, statements and information contained therein, are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.

15. **INDEMNIFICATION.** The Recipient agrees to indemnify and hold the CRA harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by Recipient, Recipient's performance of the Services or because due to the mere existence of this Agreement itself.

16. **FORFEIT OF GRANT FUNDS/REPAYMENT OF GRANT FUNDS IMPROPERLY EXPENDED.** If any or all Grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with Grant funds is not being used, or has not been used, for Grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may require the Recipient to forfeit the unexpended portion of the Grant funds and to repay to the CRA any funds improperly expended.

17. **REMEDIES.** The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

18. **TERMINATION OF AGREEMENT.** The Recipient agrees that:

(a) **Actions Required By Recipient Upon Termination.** In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

i. Final Written Report. Submit a final written report describing all programs and activities performed by Recipient.

ii. Accounting. Provide an accounting of grant funds expended up to and including the date of termination.

iii. Reimbursement. Reimburse the CRA for any unexpended funds.

(b) Early Termination. Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

i. The mutual consent of the Recipient and the CRA.

ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

iii. The Recipient utilizes the Grant, or any portion thereof, in violation of this Agreement.

iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

vii. Prior to the expiration of this Agreement, the CRA declares or makes a finding that Recipient's performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Recipient's Services from that which was presented by the Recipient or there have been material delays in the implementation of the Recipient's Services and such material changes or delays have not received prior written approval of the CRA.

x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Recipient's activities or Services.

19. **NO WAIVER.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

20. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

21. **NONASSIGNABILITY.** The Recipient may not assign its rights hereunder without the prior written consent of the CRA. Failure to comply with this section may result in immediate termination of this Agreement.

22. **EXPENSES.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney's fees.

23. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer upon any person, other than the parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

24. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in anyway creating or establishing the relationship as partner or joint venture between the parties hereto or as constituting Recipient as the agent or representative of the CRA for any purpose or in any manner whatsoever.

25. **VENUE.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. The Recipient agrees to notify the CRA of an occurrence of any incident or action filed against Recipient, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

26. **INSURANCE.** Recipient will have in force the following insurance coverage, and will provide Certificates of Insurance to the CRA within ten (10) days of the Effective Date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the CRA.

(a) **Commercial General Liability** -- The Recipient will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

(b) Workers' Compensation -- The Recipient will provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

(c) Employee's Honesty Insurance -- The Recipient will provide coverage with not less than \$10,000 limit.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

28. **NOTICE.** Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

For the CRA: Winter Park Community Redevelopment Agency
 Attn: CRA Manager
 401 South Park Avenue
 Winter Park, Florida 32789

For the Recipient: Park Avenue District, Inc.
 Attn: President of the Board
 110 N. Park Ave
 Winter Park, Florida 32789

29. **EXHIBITS.** Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

30. **AUTHORIZED PARTIES.** Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body
corporate and politic created pursuant to Part III of Chapter
163 of the Florida Statutes

By: _____
Mayor Phil Anderson, CRA Agency Chair

PARK AVENUE DISTRICT, INC., a Florida not for profit corporation

By: _____

Print: _____

Title: _____

EXHIBIT A
Park Avenue District, Inc Objectives & Measures
January 2023

PAD Agrees to Fulfill the Main Street Four Point Approach® with services/programs focusing on economic development, historic preservation, and downtown beautification. Unless otherwise expressly provided above, PAD and its Executive Director also agrees to devote their best professional efforts towards the following:

- a) PAD shall support marketing and redevelopment for the designated district consistent with the goals and objectives of the CRA and the City.
- b) PAD shall create and implement a marketing plan, consistent with the goals and objectives of the City and CRA to support, attract, and retain desirable business to the district.
- c) PAD will promote current downtown businesses to the local community as well as to neighboring cities/counties through social media, print media, websites, etc.
- d) PAD will coordinate dissemination of City and CRA programs, projects, and initiatives consistent with the goals and objectives of the City and CRA.
- e) PAD will encourage membership to participate in initiatives/programs related to the cleanliness and the attractiveness of downtown by mitigating, limiting, and disposing of excess debris and refuse, and sustainability efforts.
- f) PAD agrees to provide at least two (2) annual events with the intention of increasing this value to eight (8) over a three-year period.
- g) Continue to refer CRA and City grants, as available, to assist businesses in ventures for positive reinvestment such as improving the exterior appearance of their business/building and thus increasing business.
- h) Work with the CRA to help further the goals established in the CRA Redevelopment Plan.
- i) PAD agrees to coordinate with partner organizations such as the City, CRA, Chamber of Commerce, or other groups for the mutual benefit.

EXHIBIT B

SEMI-ANNUAL REPORT SCHEDULE FOR FISCAL YEAR 2022 - 2023

Semi-annual progress and financial reports for the reporting periods indicated are due to the City Manager or his designee on the due date specified.

Progress reports should include:

Mid-Year:

1. Revenues received and spending to date by category
2. Review of projects/program progress and meeting benchmarks
3. Copies of up-to-date Board minutes
4. Updates to Board membership
5. Presentation to City Commission of activities and progress to-date (if requested)

Year-End:

1. Final Report on revenue and spending, program/project activities, benchmarks and successes
2. Presentation to City Commission (if requested)
3. Updated application for next fiscal year
4. Site visit (if requested)

Reporting Period Due Dates:

Mid-Year (Oct. 1 to Mar. 31) - April 30, 2023

Year-End (Apr. 1 to Sept. 30) - Oct. 31, 2023

Reports may be sent by regular mail, e-mail or fax to:

City of Winter Park

Attn: Peter M. Moore, Division Director, OMB

Kyle Dudgeon, CRA/ED Manager

401 South Park Avenue

Winter Park, FL 32789

Email: pmoore@cityofwinterpark.org; kdudgeon@cityofwinterpark.org

FAX: (407) 599-3448