

winter park



community  
redevelopment  
agency

# agenda

March 26, 2015

Room 200

401 S. Park Ave. 2<sup>nd</sup> Floor

## CRA advisory board

### 1 Administrative items

- A. Approval of the Workshop and Meeting Minutes from 2-19-15

### 2 Action items

- A. 2015 Winter in the Park
- B. Project and Grant Prioritization for Capital Improvement Plan

### 3 Informational items

- A. Capital Projects
  - a. Park Avenue Streetscape update
  - b. Intersection
    - i. US 17/92 and Morse Blvd
- B. CRA Programs & Maintenance
  - a. Summer Youth Program
  - b. Downtown Beautification Program
  - c. Microloan Program

### 4 New business items

### 5 Adjournment items

## appeals & assistance

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"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

## appeals & assistance

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**CITY OF WINTER PARK  
COMMUNITY REDEVELOPMENT ADVISORY BOARD**

**Work Session  
12:00 pm**

**February 19, 2014  
Chapman Room**

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**MINUTES**

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Chairman Hal George called the meeting to order at 12:00 pm.

**BOARD MEMBERS PRESENT:** John Dowd, Alan Thompson, Hal George, Joe Terranova, Lance Decuir, Jeff Stephens

**BOARD MEMBERS ABSENT:** Woody Woodall, Daniel Butts

**STAFF MEMBERS PRESENT:** Dori Stone, David Buchheit, Clarissa Howard, Laura Neudorffer, Kyle Dudgeon

**ADMINISTRATIVE ITEMS:**

**Item A: Approval of Minutes**

Approval of the 1/22/15 Work Session and Regular Meeting Minutes. A request was made by the board to adjust the minutes to a 7-0 approval of items instead of 8-0. The purpose of this is to reflect the non-voting rights of an alternate in the event all seven regular board members are in attendance.

**ACTION ITEMS:**

**Item A: Weekend Sunrail during 56<sup>th</sup> Sidewalk Art Festival:**

Mr. Buchheit informed the Board of an opportunity to subsidize SunRail on the weekend of the Sidewalk Art Festival. The purpose of SunRail operation is to alleviate some parking issues as well as provide additional foot traffic in the downtown area. Mr. Buchheit explained the CRA's shared cost to run SunRail on a weekend is \$6,000 per day. This is at a reduced cost in partnership with Florida Hospital, Florida Department of Transportation (FDOT), Winter Park Chamber of Commerce, and the Art Festival. Mr. Buchheit explained that funding would come out of the CRA reserves.

The board expressed an interest in how the free ridership event would be marketed as well as how riders would be counted for the event.

Mrs. Howard informed the board that staff is coordinating with the Chamber of Commerce and the SunRail marketing team, Evolve Design Group, to elicit several media outlets to inform the public. Staff advised that FDOT and Evolve will be on site to count ridership.

Mr. Buchheit also shared with the board concepts for new capital projects that will be presented at a later meeting.

It being time for the Public Meeting, additional informational items were moved to the regular meeting agenda, meeting adjourned at 1:00 p.m.

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Chairperson, Hal George

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CRA Coordinator/Board Liaison, Laura Neudorffer

**CITY OF WINTER PARK  
COMMUNITY REDEVELOPMENT ADVISORY BOARD**

Regular Meeting  
1:00 pm

February 19, 2015  
Chapman Room

**MINUTES**

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Chairman, Hal George, called the meeting to order at 1:03 pm.

**BOARD MEMBERS PRESENT:** Hal George, John Dowd, Alan Thompson, Lance Decuir, Jeff Stephens, Joe Terranova

**BOARD MEMBERS ABSENT:** Woody Woodall, Daniel Butts

**STAFF MEMBERS PRESENT:** Dori Stone, David Buchheit, Clarissa Howard, Laura Neudorffer, Kyle Dudgeon

**ADMINISTRATIVE ITEMS:**

**Item A: Approval of Minutes**

Approval of the 1/22/15 Work Session and Regular Meeting Minutes.

**Motion made by Joe Terranova to approve the February 19, 2015 Work Session and Regular minutes under condition to change the number of voting members from 8 to 7, seconded by John Dowd. Motion passed with a 6-0 vote.**

**ACTION ITEMS:**

**Item A: Weekend Sunrail during 56<sup>th</sup> Sidewalk Art Festival**

Mr. Buchheit explained an opportunity has presented itself to subsidize the cost of SunRail to operate the weekend of the 56<sup>th</sup> annual Sidewalk Art Festival. This cost has been reduced from \$40,000 to \$6000. This is in partnership with Florida Hospital, Florida Department of Transportation (FDOT), Winter Park Chamber of Commerce, and the Art Festival. Mrs. Stone also advised the board that part of the advertising for this item will include a modified schedule from the existing Monday through Friday times. He stated the cost to riders would be free. The board stated that this item meets its goals and objectives as a CRA.

**Motion made by Alan Thompson to spend \$6,000 expenditure for SunRail operation for the Sidewalk Art Festival, seconded by Joe Terranova. Motion passed with a 6-0 vote.**

**INFORMATIONAL ITEMS:**

**NEW BUSINESS:**

**Item A: CRA Beautification Position**

Mrs. Stone informed the Board at next month's meeting staff will be presenting an item to create a staff position to provide Park Avenue with a "facelift". Examples of items to be touched on were the planters that need repair, trash receptacles that are in need of either replacement or new paint, landscaping that needs to be manicured or removed.

**Item B: Project and Grant Updates**

Mr. Buchheit advised the board that estimated costs to new capital projects concepts will be presented next month. He stated this meeting will also include an update to the Kiosk project. These items will be presented in conjunction with updates to existing and new grants which will go towards a strategic plan.

**Item B: The Winter Park Playhouse**

Mr. Buchheit stated that he has had several conversations with the playhouse, but they are still working on presenting follow-up information to the board regarding a financial contribution. It is anticipated the playhouse will present new information at a later meeting.

There being no further business to discuss, motion to adjourn made by Joe Terranova, seconded by John Dowd, and passed with a unanimous 6-0 vote. Meeting adjourned at 1:15 p.m.

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Chairperson, Hal George

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CRA Coordinator/Board Liaison, Laura Neudorffer



# agenda item

meeting date March 26, 2015	approved by <input type="checkbox"/> City Manager
item type <input type="checkbox"/> Administrative	<input type="checkbox"/> City Attorney
<input checked="" type="checkbox"/> Action	<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Information	

## CRA advisory board

### subject : Item 2A

Winter in the Park – Holiday Ice Rink 2015

### motion | recommendation

Staff recommends approving and forward funding the 7<sup>th</sup> annual Winter in the Park ice skating event with \$225,000 from CRA reserves.

### background

Following the survey efforts of America’s Research Group which indicated a desire for more “family friendly” events in the downtown area, the Winter in the Park Ice Rink event was developed.

For six years the CRA of Winter Park has funded this event which provides residents and visitors a vibrant and unique opportunity to visit and shop in Winter Park’s downtown core during the crucial holiday season. Last year’s event brought in over 20,000 skaters and resulted in over a quarter million dollars in spending in downtown shops and restaurants.

Skater surveys were completed as part of the event and provided valuable feedback as to the quality of the event, demographics of the participants, and impact on downtown businesses. Overwhelmingly visitor and merchant surveys support the continued tradition of the Winter in the Park event. Over 97% of visitor surveys expressing delight or satisfaction of the event.

Staff is proposing to start the event November 20, 2015 and end on January 10, 2016 and the event will be managed by Magic Ice USA the operator for the past four years’ events and owned by a Winter Park resident.

### alternatives | other considerations

Discontinue the event.

### fiscal impact

The event costs about \$225,000 in upfront expenses. Staff anticipates the event to continue to grow in both attendance and sponsorship. This approval allows staff to budget the item and begin necessary advance work prior to CRA budget approval.

**strategic objective**

Promotes a vibrant and healthy downtown by supporting events that build community, add to quality of life, and increase investment in the downtown core.



**WINTER PARK HOLIDAY ON ICE  
EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT**

**THIS EQUIPMENT RENTAL AND MANAGEMENT AGREEMENT** (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2015 by and between **Magic Ice USA, Inc.**, a Florida corporation (“Magic”) whose address is 10364 SW 128 Terrace, Miami, Florida 33176, and the **City of Winter Park**, a Florida municipal corporation (“City”) whose address is 401 Park Avenue South, Winter Park, Florida 32789.

**WITNESSETH:**

**WHEREAS**, the City desires to install a tented ice rink in Central Park for the Winter Holiday Season; and

**WHEREAS**, Magic represents and warrants that it has the expertise and ability to install, and remove a temporary ice skating rink and to safely and reasonably operate and maintain the temporary ice skating rink under the terms and conditions stated herein; and

**THEREFORE**, in consideration of the mutual promises and benefits contained herein, the adequacy and receipt of which is acknowledged by both parties to this Agreement, Magic and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby expressly incorporated into this Agreement.
2. **Scope of Services – Generally Provided by Magic.**
  - a. Magic shall provide to City all of the Equipment and personnel that are necessary to install, maintain, operate, manage, and remove a temporary tented ice skating rink in the West Meadow of Central Park located on New York Avenue, as more specifically described hereunder. Said rink shall be operated during the holiday season from November 20, 2015 through January 10, 2016. The rink management services shall be as provided on **Exhibit “A,”** which is attached hereto and incorporated herein by this reference.
  - b. Magic shall take sole and absolute responsibility of managing, operating, and maintaining the ice rink on a daily basis and will provide general liability insurance coverage, as more specifically provided herein, to protect against any damages and indemnification claims arising out of, or related to the managing, maintenance and operation of the ice skating rink.
3. **Equipment Provided by Magic.** The ice Equipment rental which shall be provided by Magic under this Agreement shall include, but not be limited to:
  - a. A 60’x80’ ice rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink.

- b. 200 horsepower air-cooled refrigeration system and pump; suitable for making ice.
- c. Ice maintenance tools.
- d. Insulation and/or vapor barriers.
- e. Module dasher board and railing system.
- f. Secondary refrigerant cooling liquid.
- g. Ice painting equipment and supplies.
- h. A minimum of 300 pairs of rental skates of various sizes.
- i. 500 square feet of rubber flooring.
- j. Transformer to convert from 480 volt/250 amp to 208 volt/1000 amp.

(collectively "Equipment"). City acknowledges the Equipment being leased pursuant to this Agreement may be used Equipment. However, at all times, Magic represents and warrants that the Equipment shall be in good working order and shall operate and perform for its intended purpose.

4. **Additional Services Provided by Magic.** Magic will also provide the following services:

- a. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Equipment.
- b. Magic shall provide training to any employees or contractors hired to maintain and operate the ice rink.
- c. All transportation and freight to and from installation site.
- d. Professional installation supervisor.
- e. Professional refrigeration technician at installation and as needed to make any repairs.
- f. Laborers to assist with installation and removal, which is estimated to take approximately six (6) days for installation and six (6) days for removal.
- g. Travel expenses for all out-of-town professional personnel for installation and removal.
- h. Day-to-day professional management of the ice rink.
- i. Day-to-day operating personnel.

5. **Items Provided by City.** City, at City's expense, is required to provide the following at site prior to installation of the Equipment;

- a. Connection to a power source to achieve continuous three-phase, 208-volt, 1000 amp, electric capacity for connection to refrigeration system.
- b. Access to 110-volt power for tools etc.
- c. Electrician at site during installation to make all electrical connections to refrigeration unit.
- d. Refrigeration system designated location in the closest position to the rink possible; however, no more than 50 feet from the rink.
- e. Protection of the hoses from the rink to the refrigeration unit via wood frame enclosure or other protection reasonably acceptable to Magic.
- f. Graphic or cosmetic enhancement of the ice skating rink, if desired.
- g. A wood-frame cover and trim boards over the header manifold along one end of the rink in order to protect header manifold.

- h. All equipment needed to unload, position, and load Equipment at site, including without limitation a 5,000 lb capacity forklift on site during installation and removal periods, an operator for the same (if required by union agreement) and any other equipment reasonably required by Magic.
- i. Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- j. Adjacent parking for technicians and supervisors during installation and removal periods.
- k. Water supply adjacent to the site.
- l. Safety equipment to include without limitation first aide, traffic cones, and barricades as needed.
- m. Any local permits and licenses required to install and/or operate the facilities.
- n. Ticket and skating booth, if desired.
- o. Any and all warming or convenience tents, if desired.
- p. All appropriate signage.
- q. All appropriate adjacent amenities to complete the facility including without limitations skate change deck, benches, rubber floor coverings in addition to what Magic provides (if necessary), outdoor carpeting, containment around rink facilities via picket fences, etc.
- r. Ambient lighting, special effects lighting, if desired, sound system, public address system.
- s. Operational items, which include but are not limited to first aid kit, cash control, janitorial, etc.
- t. Security for skates and all other equipment on site.
- u. City shall provide manpower, as specified in this Agreement, for unloading Equipment, positioning Equipment at site and loading Equipment for removal; and for providing all equipment necessary to accomplish the same.
- v. A laser leveled site on which to install the ice rink, via sandbox or platform.

6. **Term; Installation; Hours of Operation.** The term of the rental is from November 14, 2015 to January 16, 2016, which includes an anticipated period of six (6) days for installation and six (6) days for removal. Hours during which installation and removal of equipment may occur will be restricted to 8 a.m. to 9 p.m. to reduce neighborhood disturbances. Operational days shall be November 20, 2015 through January 10, 2016. Unless otherwise mutually agreeable between the parties in writing, the ice rink will be open to the public from 3 p.m. to 9 p.m., Monday through Thursday; 3 p.m. to 10 p.m. on Friday; 10 a.m. to 10 p.m., on Saturday; and 12 p.m. to 8 p.m. on Sundays. Use of the ice rink will be scheduled to coincide with City sponsored special events occurring in Central Park and on Park Avenue including, but not limited to, tree lighting and holiday parade. Additional hours may also be scheduled to accommodate special rentals and private parties and events, as well as extended skating hours during school holidays. While Magic will use reasonable efforts to install and remove within the time period above-stated, unforeseen problems and mechanical difficulties may delay the actual times of installation. Magic represents and warrants that they will

attempt to correct all delays as quickly as possible; however, Magic will not be liable for any damages for delay in installation and removal. Furthermore, during the period of actual operation of the ice skating rink, temperature and humidity may affect the condition of the ice and mechanical problems may affect the Equipment and usability of the rink. Magic will diligently repair said conditions and cure such problems as quickly as possible; however, Magic is not liable for delays or for periods of time in which the rink is not suitable for skating due to weather or mechanical problems. However, in the event the rink is not suitable for skating on any particular day due to Magic's negligence, Magic agrees that the rental term shall be extended one day for each day that the rink is not suitable for skating at no additional cost to the City, provided the rental terms shall not be extended by more than three additional days unless mutually agreed to by the parties in writing.

7. **Responsibility for Equipment; Repairs.**

- a. Magic shall be responsible for the Equipment at all times during the term of this Agreement, except if the Equipment must be repaired due to the negligence of or misuse by City or City's employees. As such, Magic is responsible to repair the Equipment on an as needed basis unless the repair is necessary due to a cause for which City is responsible, in which event, Magic may seek reimbursement from the City for any incurred charges to repair the Equipment.
- b. City further understands that in the event repair to Equipment is needed, that Magic would be sending repair technicians from a different location, which can cause additional delay. To the extent that Equipment repairs are needed because of the misuse of the Equipment by the City or due to the negligence of the City, the City will be responsible to provide lodging at a clean, medium priced hotel in close proximity to the rink site for technicians during repair periods, provided an overnight stay is necessary in the Winter Park area to timely accomplish the repairs. However, in the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused by City, its employees, agents, representatives, customers or the public, or that are the result of equipment defects or non-maintenance related failures, Magic shall be responsible for lodging of its repair technicians.

8. **Removal of Equipment.** Removal of the Equipment shall be completed no later than ten (10) days following the conclusion of the rental period set forth in paragraph 6. Both parties will make every good faith effort to facilitate the removal of equipment in a timely manner.

9. **Compensation.** For the Equipment and personnel provided by Magic that are necessary to install, maintain, operate, manage, and remove the temporary tented ice skating pursuant to this Agreement, City shall compensate Magic a total of \$84,750.00, together with all applicable sales use and other taxes (if any), payable on progressive installment payment terms as follows:

- a. Upon delivery of a proper invoice to the City by Magic, 95% of the Equipment rental and management services charges (\$80,512.50) shall be due and payable at such time the Equipment has been delivered to the ice rink site. Magic will use its best efforts and endeavor to deliver the Equipment on or about November 14, 2015.
- b. The remaining 5% of the Equipment rental and management services charges (\$4,237.50) shall be due and payable in full upon Magic completing performance under this Agreement and completely removing all the Equipment after the rental term has been completed. If Magic fails to complete performance under this Agreement, the remaining payment shall be prorated based on the actual services provided by Magic, subject to any deduction for Equipment removal costs. In addition, if non-performance includes Magic's failure to complete the removal of the Equipment in accordance with the terms of this Agreement, the City may, at its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the City. However, under no circumstances shall this paragraph be construed as requiring the City to remove and store the Equipment or come out-of-pocket to remove and store the Equipment.
- c. If at the conclusion of the term of this Agreement, the City determines that it has earned a net profit from the operation of the ice skating rink, with revenues collected by the City exceeding all City expenses including, but not limited to, rental fees, grass replacement, structure and facility rental, overhead, decorating, labor and applicable sales taxes, the City agrees to pay Magic one hundred percent (100%) of the City's net profit up to a maximum amount of \$4,000. All net profits earned by the City which exceed \$4,000 shall be retained by the City.
- d. The personnel costs for the day-to-day operation of the temporary ice rink, other than the on-site Manager and any employees or employee time dedicated to the operations of the concession area, shall be paid by the City. Magic shall pay the personnel costs and subsequently invoice the City on a bi-weekly basis for the actual costs plus payroll processing costs. The payroll costs shall be reasonable in the local employment market and subject to the express prior approval of the City. Said approval shall not be unreasonably withheld by the City.
- e. No other compensation shall be paid to Magic by City other than the amount stated in this paragraph.
- f. All monies that are required to be paid under this Agreement to Magic are payable to Magic Ice USA, Inc. by check at 10364 SW 128 Terrace, Miami, FL 33176.

10. **Use of Equipment.** The parties agree that they will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of an ice skating rink on the site designated in this Agreement.
11. **Relocation or Removal of Equipment.** Except as provided in Paragraph 9b, City shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or no reason. However, in the event of emergency, City shall have the right to relocate or remove the Equipment pursuant to its inherent police powers under Chapter 166, Florida Statutes.
12. **Sublease or Alteration of Equipment Prohibited.** City shall not sublease the Equipment, permit the use of the Equipment by any one other than City, alter or modify Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.
13. **Magic's Right of Entry.** Magic shall have the right to enter the site occupied by the Equipment and inspect and repair the Equipment with reasonable notice to the City to the extent required to ensure that the Equipment is operating as intended under this Agreement.
14. **Loss or Damage of Equipment Due to City.** City shall be liable to Magic for all loss and damage to the Equipment, at its actual cash value, only to the extent that any loss or damage is attributable to the negligence or willful acts or omissions of City, its employees, agents or representatives.
15. **Indemnity and Hold Harmless.** To the extent permitted by Florida law, each party shall indemnify, defend and hold the other party, including their respective employees, officers, and contractors, harmless against and from any and all claims, lawsuits, losses, damages, injuries (including death), attorney's fees, expenses, liabilities or penalties which arise from, and out of, the negligent or willful acts or omissions of their own employees, officers or contractors and their respective performance under this Agreement.
16. **Insurance Requirement – Magic.** Magic agrees, at its own expense, to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than one million dollars (\$1,000,000.00), one million dollars (\$1,000,000.00) per occurrence, insuring against any and all liability arising out of the operation and use of the Equipment and/or property on which the Equipment is located. Said insurance shall be written on an occurrence basis, with an insurance company duly licensed in Florida and acceptable to City. City shall be named as an additional insured on the policy of insurance. The policy shall contain an endorsement that it cannot be cancelled without providing City at least ten days prior notice of cancellation. Magic shall provide City evidence of insurance prior to shipment of Equipment. A breach of Magic's obligation to

furnish insurance pursuant to this Agreement is a material breach of this Agreement.

17. **Insurance Requirement – City.** City shall also provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious mischief, and other risks of loss, customarily insured against in such policies. Said policies shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in Florida and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. City shall provide Magic evidence of insurance prior to shipment of Equipment. A breach of City’s obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement are considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.
18. **Site Topography.** Magic acknowledges that it is familiar with the topography of the proposed site set forth in this Agreement, that it has inspected said site, and that it represents and warrants, based on its past experiences, that the site is suitable for installing and operating the tented ice rink required hereunder.
19. **Taxes.** To the extent that City is not exempt, City shall pay all sales and use tax, personal property taxes, license fees, registration fees, which may now or hereinafter be imposed upon the possession, lease or use of the Equipment for the term of this Agreement.
20. **Title to Equipment.** Title to and ownership of the Equipment is and shall at all times remain with Magic and City shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.
21. **City Responsibilities Regarding Equipment.**
  - a. City shall not remove or deface any of the Equipment nor remove any marking or serial number on the Equipment. However, it is understood that City shall be permitted to install sponsorship dasher boards.
  - b. City shall keep the Equipment free and clear of all levies, liens, security interests and encumbrance of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, liens, security interests or encumbrance, shall constitute a material breach of this Agreement giving the Magic the right to immediate possession of the Equipment, and in which event, the entire rental charges for the Equipment and services to be provided pursuant to this Agreement shall be considered earned in full, and the balance of the rental charges for the Equipment and services immediately due and payable in full.

22. **Non-compete.** The Parties acknowledge that:
- a. This Agreement is for City's legitimate business and proprietary interests of operating a temporary ice-skating rink.
  - b. To protect City's legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other governmental or private entity, within an eight (8) mile radius from the outer perimeter of the ice skating rink site, without the prior express, written approval of City.
  - c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.
  - d. Should City exercise one or more of the options to renew this Agreement as set forth in Paragraph 23, such renewal shall not constitute an extension of this non-compete provision, but instead shall constitute a re-negotiated new and separate non-compete provision for the term of each particular exercised option to renew.
23. **Renewal Option.** The City shall, at its discretion, have the right to exercise three (3) options to renew this Agreement under the same terms by providing written notice to Magic; except, however, the operational dates set forth in paragraph 6 will be adjusted to reflect the upcoming Thanksgiving and New Years Day holiday. Said renewal notice shall be provided by the City no later than May 31<sup>st</sup> following the previous year's performance by Magic and shall set forth date adjustments for the upcoming holiday.
24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.
25. **Force Majeure.** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; terrorism, explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay



is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for thirty (30) days, either party may terminate this Agreement.

26. **Public Records.** Magic agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with the funds expended under the terms of this Agreement are considered public records pursuant to Chapter 119, Florida Statutes and Magic agrees to comply with all applicable public access and retention requirements of such records.
27. **Default/Breach; Opportunity to Cure.** Notwithstanding any other provision set forth in this Agreement, should either party desire to declare the other party in default or breach of any term or condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default or breach, the manner in which the default or breach can be cured, and a reasonable time period of not less than five (5) days, excluding weekends and legal holidays, in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.
28. **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.
29. **City Revenues, Merchandise, and Sponsorships.** The parties acknowledge and agree that City shall have the right to charge public admission for the use of the ice rink, sell merchandise, and obtain dasher board and other sponsors related to the ice rink. All fees collected for admission, merchandise sales, and sponsorships of any kind shall be considered in their entirety as revenues of City. Magic hereby waives any right or claim to said revenues. To the extent Magic collects any of these revenues on City's behalf, Magic agrees to promptly pay all collected revenues to City and shall provide City with a full accounting of said revenues.
30. **Snack Bar/Concession Sales.**
  - (a) The parties agree that there will be one concession area at the ice rink which shall be open for business during the operational hours set forth in section 6 of this Agreement. Magic will provide all equipment, counter/set-up space, and signage required to display, prepare, serve, and sell concession items. In addition, Magic shall be responsible for obtaining all necessary state and local licenses to operate the concession area, and shall be responsible for training all workers who will be operating the concession area in accordance with all legal requirements.

Magic will also pay all labor costs associated with operating the concession area and will provide electric power necessary to operate the concession area.

(b) With respect to the sale of food and drink items at the concession area, Magic agrees to pay the City \$4,000 for the right to operate concessions at the ice rink event. The first payment installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(a) of this Agreement and the second installment of \$2,000 shall be paid by Magic at such time the City makes payment to Magic under paragraph 9(b) of this Agreement. All revenues and loss associated with the sale of food and drinks items will solely be the responsibility of Magic. Magic will keep a written accounting of all costs, revenues, and profits associated with the sale of food and drink items. The written accounting of profits/loss shall be provided to the City no later than three (3) business days following the conclusion of the operation of the ice rink.

(c) The food and drink menu items sold at the concession area shall be exclusively provided as required by this section of the Agreement. The pricing of the menu items will be mutually agreed upon between the City and Magic.

31. **Miscellaneous Provisions.**

- a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.
- b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.
- c. Magic and City acknowledge that this Agreement was entered into in Orange County, Florida and that the site of services is in Winter Park, Orange County, Florida.
- d. Magic and City agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts of law principles.
- e. The parties agree that venue shall be exclusively in Orange County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida for all federal court actions or disputes which arise out of or are based upon this Agreement.
- f. Neither Magic nor City shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.

- g. No agreement varying or extending the warranties, remedies, or obligations contained in this Agreement will be binding upon Magic or City unless in writing and signed by a duly authorized officer of Magic or City.
- h. Under no circumstances shall Magic be held liable for any special, indirect, incidental or consequential damages unless said damages are the result of Magic's negligence, or willful acts or omissions of Magic, Magic's employees, agents, assigns, or subcontractors.
- i. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity ("Acts") may cause the melting of the ice surface or portions thereof, and Magic and City shall not be responsible for any such conditions or loss of use of the ice skating rink or Equipment due to such Acts.
- j. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.
- k. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superceded by this Agreement.
- l. This Agreement shall be binding and inure to the benefit of the Magic and the City. There are no third parties that are intended to be beneficiaries under this Agreement.
- m. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.
- o. This Agreement is only effective and enforceable against the City if this Agreement is approved by the City Commission of Winter Park.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**MAGIC:  
MAGIC ICE USA, INC.**

**CITY:  
CITY OF WINTER PARK, FLORIDA**

By: \_\_\_\_\_  
**Byron J. Sharp, President**

By: \_\_\_\_\_  
**Steven Leary, Mayor**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**Attest:**

The foregoing instrument was  
acknowledged before me this \_ day  
of\_\_\_\_, 2015, by Byron J. Sharp,  
[ ] who is personally known  
to me or [ ] who has produced  
as identification.

\_\_\_\_\_  
**Cindy Bonham, City Clerk**

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My commission expires:\_\_\_\_\_

## EXHIBIT "A"

### OUTDOOR TEMPORARY ICE SKATING RINK MANAGEMENT

Magic's management and day-to-day operation service includes a fully trained manager supported by a Magic Ice USA, Inc. management home office team that shall professionally service the seasonal temporary ice rink project, which shall include the following:

- Fully trained ice rink manager with responsibility for day-to-day operations.
- Provide all travel and living quarters for the on-site manager.
- Develop and implement business operational procedures.
- Work with Pay-Chex pay-roll preparation company to provide full and accurate payroll for ice rink general employees and personnel.
- Help to establish proper disclaimer wristbands, flyers, free passes. Include wristband sponsor name and logo on wristbands. Cost of including sponsor on wristband will be billed to the City and reimbursed to Magic.
- Help to establish general rate information signage.
- Provide assistance in proper outfitting and startup of ice rink project.
- Provide assistance in outfitting employee's uniforms.
- Hiring and, if necessary, firing of general employees.
- Training of all general employees.
- Maintaining and cleaning of skate rental areas, office, etc.
- Responsibility for depositing daily receipts to a Magic bank account and accurate income and expense reporting to City. Magic will then be responsible for reporting on a weekly basis the cash and credit cards that were deposited for that week and cutting a check in that reported amount each week to City. Credit card fees will be billed to City on a monthly basis once Magic receives the credit card statement.
- Establish customer credit card acceptance account and daily control and credit card batching out for accurate accounting and record keeping. Credit card account will be in Magic's name and all monies deposited into Magic's account will then be reported in the weekly amount to City.
- Clean and maintain dasher boards and all ice rink Equipment.
- Establish safety measures and oversee risk management procedures.
- Operate your ice surface, ice edger and other ice maintenance equipment.
- Maintain ice surface integrity and safe ice surface for skating.
- Oversee and operate skate sharpening equipment for customer and rental skate maintenance.
- Maintain safe ice skating environment through all weather conditions.
- Organize music selection and assure proper family friendly music.
- Establish proper loudspeaker announcements to assist in risk management and minimize liability claims.
- Provide general liability insurance coverage protection as required by the City. Insurance coverage will expressly list the City of Winter Park as an additional insured.
- Immediately notify the City of all claims, take and maintain incident reports and handle all liability claims and issues, and provide City with timely appraisal reports of said claims and issues.
- Ice rink business procedures development and implementation.
- Insure proper record keeping in all areas of the ice rink operation.
- Magic's management team and hired rink employees will operate the rink based on hours of operation as determined by City.
- Magic will provide day-to-day operating personnel and will bill the City for payroll costs on a bi-weekly basis.

# Winter in the Park 2014



## Event Summary February 2015

Department of Economic Development/CRA



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## Event Summary

The 6<sup>th</sup> annual Winter in the Park Holiday Ice Skating Rink continued the family friendly holiday tradition in the downtown core of Winter Park. Our Ice Skating season helps set the city apart as an appealing shopping destination during the holidays. This year's season saw a continued growth in attendance (4.5%). The revenues for the 2014 season exceeded the 2013 season by nearly \$23,000. The total cost to produce the 2014 season was also up due to one-time purchases. The net cost to run the 2014 season was \$20,007.56.

The event continued to put dollars into the hands of local businesses in the downtown core as attendees skated, shopped and dined on the Avenue. Funded by the Community Redevelopment Agency and City of Winter Park, the 2014 season saw improvements in attendance and financial performance.

## Event Details

**Total Skaters in Attendance:** 20,358 vs. 19,482; up 4.5% over last year.

**Total Revenues:** \$218,845.06

**Total Expenditures:** \$238,852.62

**Net Cost:** approximately -\$20,007.56

## Notes on Revenues

When planning this event it was forecasted that the worst-case scenario would be a loss of \$25,000 to a best case of breaking even. The event continues to see strong demand among the core Central Florida markets.

## Notes on Expenditures

Expenditures saw an increase this year due to one time purchases, and increased cost in a few categories. Marketing expenses increased to allow more avenues of advertisement. Pass-through labor costs to Magic Ice increased due to the increased business during the season and greater need for more staff to manage customers. Lighting and Décor increased due to the one time purchase of lighting and décor.



# Survey Results

## Survey Methodology

The survey<sup>1</sup> was administered by employees of Magic Ice over the season from November 14<sup>th</sup> through January 11<sup>th</sup>. We also received additional survey data from Groupon, Travel Zoo, and Square. We received 20 survey response from Magic Ice and over 250 responses from our other sources. The respondents, to the survey administered by Magic Ice, were heads of households for visiting participants with an implied household size of approximately 4 persons.<sup>2</sup>

## Key Findings

- 20,358 skaters a 4.5% increase over the prior year.
- 45% of respondents were new to the Winter in the Park season this year, indicating a continued growth in awareness.
- 45% of all respondents came from Winter Park or Maitland zip codes.
- 97% of respondents were Delighted or Satisfied with the season.
- 70.0% found pricing of the event to be reasonable.
- 100% were Delighted or Satisfied with Magic Ice staff.
- 24% learned of the event through Friends and Family, 19.5% from Drive-bys, while the Orlando Sentinel (9.8%), Winter Park Observer (4.9%), City Website (4.9%), and Groupon (17%) drew the highest awareness among paid and sponsored advertisements.

## Economic Impact

Most of visitors to Winter in the Park planned to shop or dine after skating. This creates a topline estimate of nearly \$400,000 in direct planned purchases. This provides proof that downtown Winter Park is a perfect fit for the Winter in the Park season. With a total event attendance of approximately 30,000 this implies that Winter in the Park adds nearly 400 shoppers each day in the downtown during the season. This equates to a direct economic impact for local businesses.

## Visitor Experience

The visitor response to quality of Winter in the Park is still overwhelmingly favorable. Over 97% rated their feelings of the 2014 season as Satisfied or Delighted. 70% felt the ticket pricing was reasonable, and 95% were Satisfied or Delighted with the staff.

---

<sup>1</sup> See Attached Appendix B – Winter in the Park Survey

<sup>2</sup> Based on the number of people stated to be in the party of the survey respondent.

## **Marketing & Special Events**

This year the season was heavily promoted through partnerships with radio and TV as well as print media. The CRA spent \$18,459.75 in marketing and building awareness for the season. With so many of the attendees being new to the season, this seems to have been effective in drawing new people. Additionally the rink collected nearly 400 buck slips (\$1 off coupons) from paying skaters which highlight efforts to distribute coupons through local grocery stores, outlets, civic facilities, and local businesses and over 600 \$2 off coupons from Orlando Sentinel ads. The data gathered from this year's marketing efforts will further allow refinement in how dollars can be best expended for subsequent seasons.

## **Summary & Recommendations**

Opportunities for growth still remain especially on weeknights while school is still in session. Working with the schools allowed those low demand evenings to receive an extra boost. But, though busy (one Saturday had over 780 skaters), is still not at capacity on weekend nights.

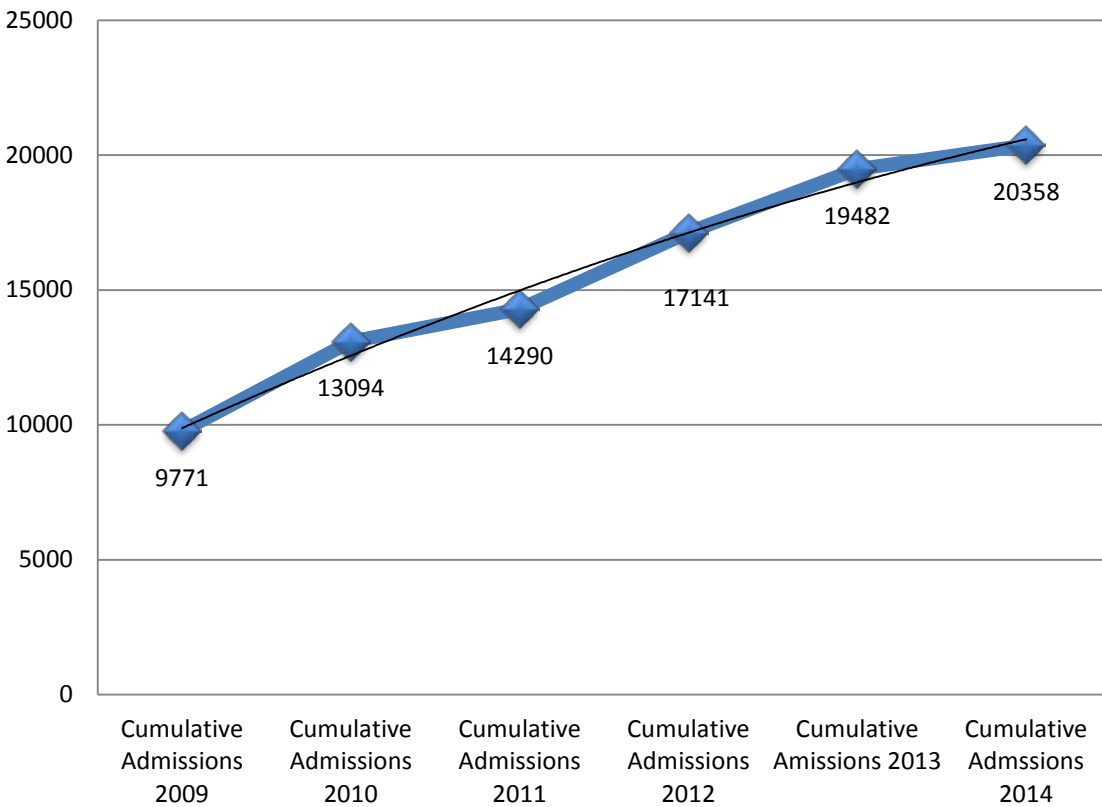
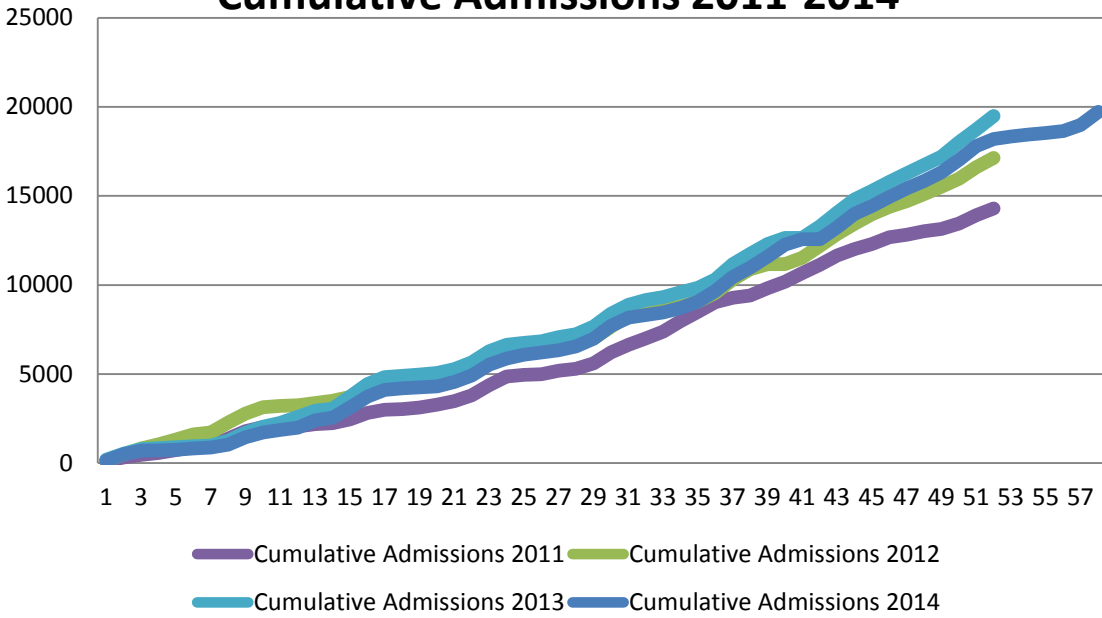
The 2014 Winter in the Park season continued similar organic growth when compared with prior years. Expectations for future growth should be tempered to the 0% - 5% level as the event matures. The financial stability of the event this year is the result in increased attendance. Conversations with major sponsors have been very favorable and indicate room to grow in future years. The success of securing Winter Park Wealth Group as well as continued support from Winter Park Memorial Hospital, Ruth's Hospitality Group, the Winter Park Chamber of commerce, and the Winter Park Village enabled the event to maintain sponsor revenues.

Overall the word of mouth feedback to city staff has been extremely positive and staff is currently working with merchants to continue to find ways to promote the downtown. The future year outlook seems positive. The event cost should see a slight decrease due to the onetime purchase of lighting for the season. And, our revenue is expected to continue to climb. With over almost 1/3 million in direct investment into the downtown staff feels that the event was a success that set Winter Park apart during the holidays and created a positive family friendly atmosphere for residents and guests.

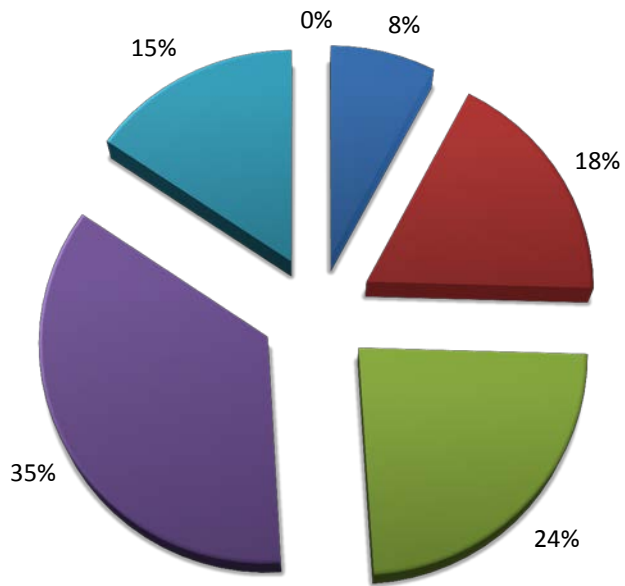
For future consideration staff suggests the following:

Promotion of programs and sponsors. Improvements were made this season to promote our sponsors. Staff is currently working on additional ways to promote our sponsors via a digital video wall.

## Cumulative Admissions 2011-2014



### Expenses



■ Marketing ■ Lighting & Décor ■ Site Work ■ Rink Rental ■ Labor ■ Merchandise

# Appendix B – Winter in the Park Survey

## We'd like your opinion

PLEASE RETURN COMPLETED SURVEY TO THE TICKET BOOTH FOR YOUR COMPLIMENTARY TICKET. GOOD AT YOUR NEXT VISIT TO WINTER IN THE PARK!

1. WHAT IS YOUR ZIP CODE? \_\_\_\_\_

2. DID YOU ATTEND THIS EVENT LAST YEAR?  YES  NO

3. How do you feel about your visit?

- Delighted
- Satisfied
- Neutral
- Disappointed

4. Did you feel the ticket price was:

- Too low
- Reasonable
- Too high

5. How would you rate the event staff?

- Delighted
- Satisfied
- Neutral
- Disappointed

6. HOW DID YOU HEAR ABOUT THIS EVENT? (SELECT ALL THAT APPLY)

**Newspapers:**

- Winter Park/Maitland Observer
- Orlando Sentinel
- Park Press
- Orwin Manor Newsletter
- Sweetwater Newsletter
- Baldwin Park Living
- Community Paper (College Park)
- Other \_\_\_\_\_

**Newsletters & Online:**

- Winter Park Home
- Winter Park Lifestyle
- Facebook
- Twitter
- City's Website
- Other \_\_\_\_\_

**Other:**

- TV
- Radio
- Drive By
- Friends/Family
- Bus Benches/Banners
- Utility Bill
- Press Releases
- Other \_\_\_\_\_

7. HOW MANY PEOPLE WERE IN YOUR PARTY? \_\_\_\_\_

8. HOW MANY PEOPLE WITHIN YOUR PARTY WERE SKATERS? \_\_\_\_\_

9. DO YOU PLAN TO SHOP AND/OR DINE IN WINTER PARK TODAY?

\_\_\_\_\_

**10. WHAT OTHER ACTIVITIES WOULD YOU LIKE TO SEE HAPPENING AT THIS EVENT?**

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**ADDITIONAL COMMENTS**

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meeting date March 26, 2015

item type  Administrative  
 Action  
 Information

approved by  City Manager  
 City Attorney  
 N/A

## CRA advisory board

### subject : Item 2B

Project and Grant Prioritization for the 2015 Capital Improvement Plan

### motion | recommendation

Staff recommends scoring and approving the CRA Advisory Board prioritizations for the 2015 Capital Improvement Plan.

### background

Staff is presenting six capital projects (two of which are scheduled for construction in FY2015) and six grant programs for review.

FY 2015 Scheduled Capital Projects:

- Intersection 17-92 and Morse Boulevard
- Park Avenue Streetscape update

Capital Projects (in alphabetical order):

- Intersection 17-92 and Fairbanks Avenue
- Intersection 17-92 and Webster Avenue
- New York Avenue Streetscape
- West Meadow Park

Grant Programs (in alphabetical order):

- Business Façade Grant
- Business Sign Replacement Grant
- Driveway Renovation Grant
- Home Renovation Grant
- Organizational Support Grant
- Paint Only Grant

Staff is requesting that the CRA Advisory Board prioritize both capital projects and grants for the 2015 Capital Improvement Plan.

**alternatives | other considerations**

N/A

**fiscal impact**

TBD



WEST MEADOW



- 1 RESTROOM W/ BREEZEWAY
- 2 TRELLIS W/ VINES AND SWINGS
- 3 PLAZA
- 4 MAGNOLIAS
- 5 CRAPE MYRTLES
- 6 EXISTING OAKS
- 7 CHARACTER LIVE OAKS
- 8 AGGREGATE WALK
- 9 BRICK STEPS
- 10 LOW BRICK WALL
- 11 SEATING AREA
- 12 BENCHES
- 13 LAWN
- 14 RESTORE LAWN
- 15 AZALEA GARDEN
- 16 CHILDREN'S GARDEN
- 17 PLANTERS
- 18 BIKE VALET

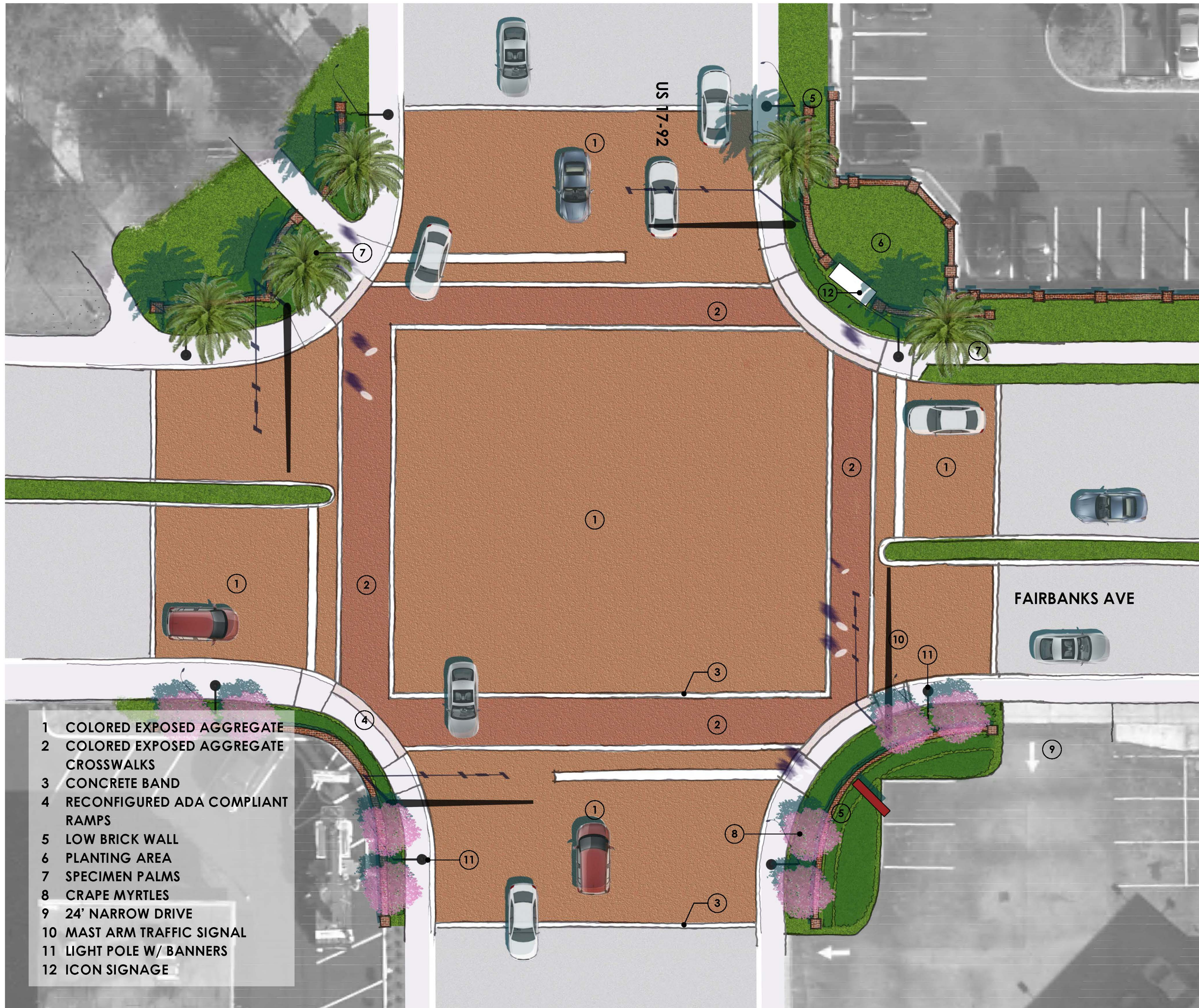


- 1 TRELLIS W/ VINES
- 2 SEATING AREA
- 3 AZALEA GARDENS
- 4 EXISTING OAKS
- 5 TREE STUMP TABLES & CHAIRS
- 6 DECORATIVE NESTS (PLAY AREA)
- 7 STEPPING STONES
- 8 LIVING ARCH
- 9 PERIMETER FENCE
- 10 BENCHES

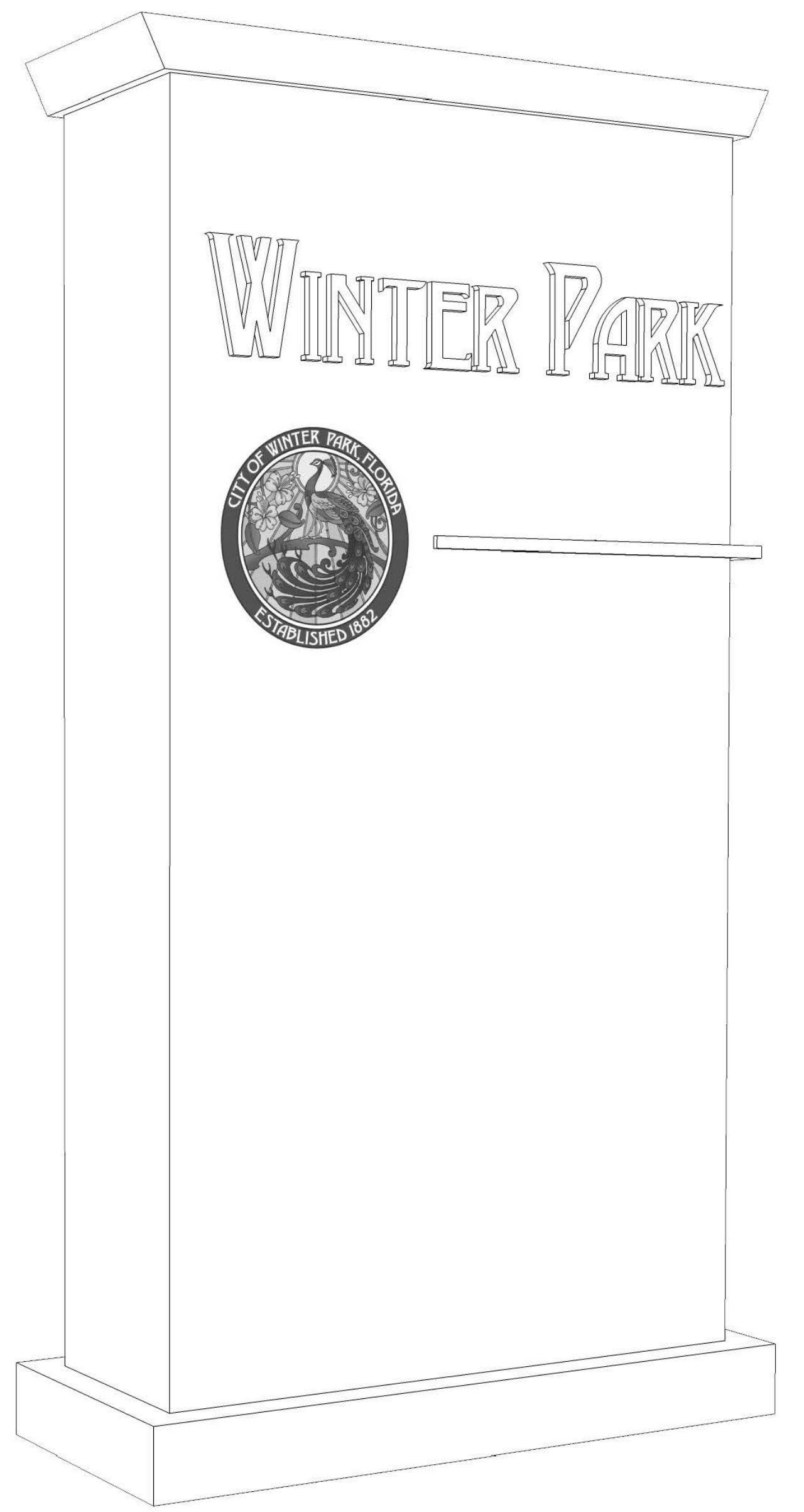




US17-92 & FAIRBANKS AVE



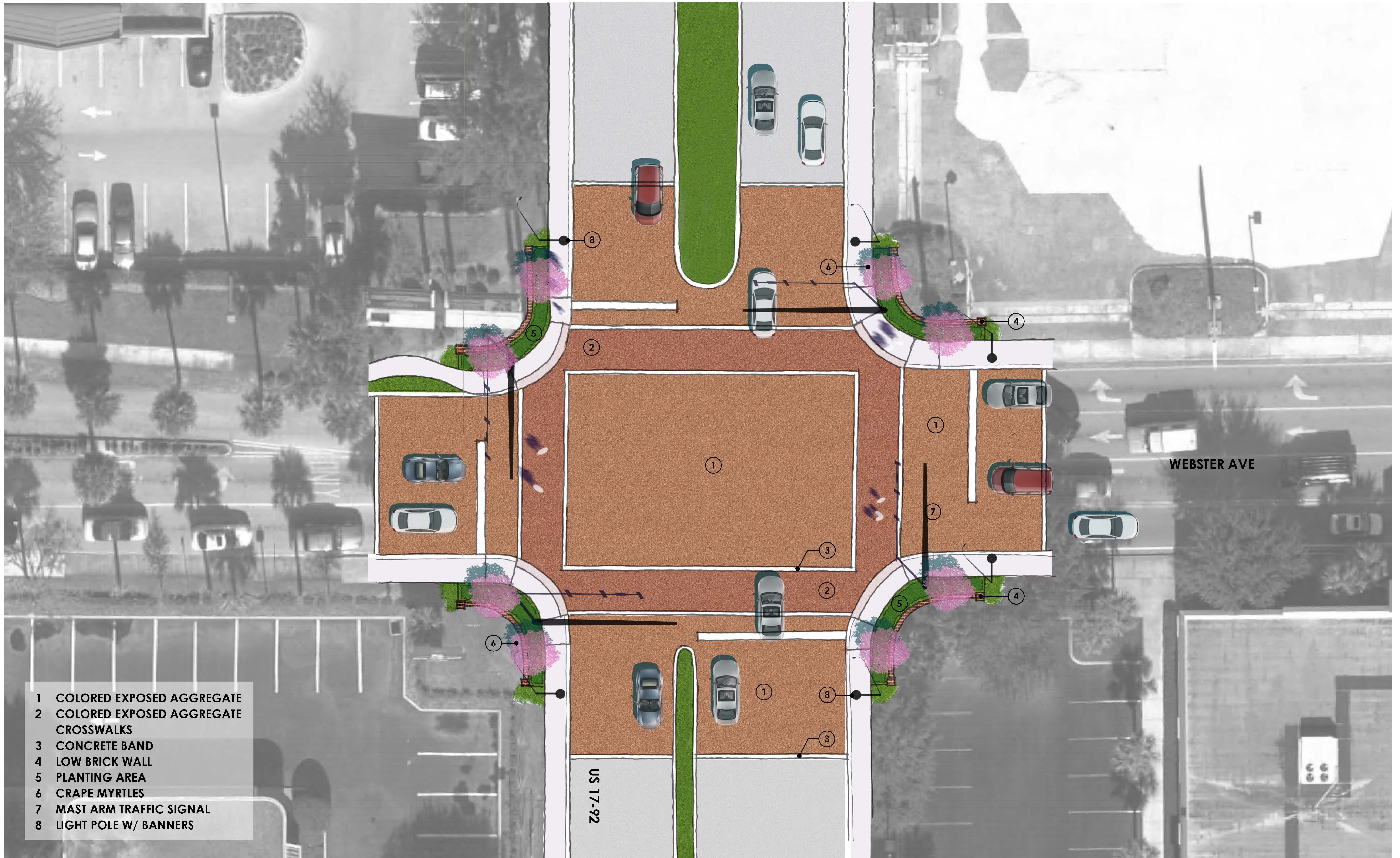
- 1 COLORED EXPOSED AGGREGATE
- 2 COLORED EXPOSED AGGREGATE CROSSWALKS
- 3 CONCRETE BAND
- 4 RECONFIGURED ADA COMPLIANT RAMPS
- 5 LOW BRICK WALL
- 6 PLANTING AREA
- 7 SPECIMEN PALMS
- 8 CRAPE MYRTLES
- 9 24' NARROW DRIVE
- 10 MAST ARM TRAFFIC SIGNAL
- 11 LIGHT POLE W/ BANNERS
- 12 ICON SIGNAGE





US17-92 & WEBSTER AVE





- 1 COLORED EXPOSED AGGREGATE
- 2 COLORED EXPOSED AGGREGATE CROSSWALKS
- 3 CONCRETE BAND
- 4 LOW BRICK WALL
- 5 PLANTING AREA
- 6 CRAPE MYRTLES
- 7 MAST ARM TRAFFIC SIGNAL
- 8 LIGHT POLE W/ BANNERS

NEW YORK AVENUE





## Winter Park CRA 2015 Capital Improvement Plan

<b>Capital Projects</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
Park Avenue Beautification Project	\$100,000					
Kiosks (funded constructions to be completed by July 1, 2015)						
Intersection - US 17-92 & Morse Blvd	\$350,000					
Intersection - US 17-92 & Fairbanks Avenue						\$1,285,648
Intersection - US 17-92 & Webster Avenue					\$717,113	
New York Avenue Streetscape		\$1,762,183				
West Meadow		\$100,000	\$500,000	\$623,148		
<b>Total</b>	<b>\$450,000</b>	<b>\$1,862,183</b>	<b>\$500,000</b>	<b>\$623,148</b>	<b>\$717,113</b>	<b>\$1,285,648</b>

<b>Events</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
Winter in the Park	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Popcorn Flicks	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
St. Patricks Day Parade	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
<b>Total</b>	<b>\$233,000</b>	<b>\$233,000</b>	<b>\$233,000</b>	<b>\$233,000</b>	<b>\$233,000</b>	<b>\$233,000</b>

<b>Programs &amp; Maintenance</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
Summer Youth Employment	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$20,000
Downtown Beautification Program	\$45,000	\$46,575	\$48,205	\$49,892	\$51,639	\$53,446
Community Center Programs	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Welbourne Day	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Heritage Center Operation	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Small Scale CRA Improvements		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Microloan Program (funded)	\$0	\$0	\$0	\$0	\$0	\$0
Capital Maintenance of Parking Garages	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
<b>Total</b>	<b>\$227,000</b>	<b>\$268,575</b>	<b>\$270,205</b>	<b>\$271,892</b>	<b>\$273,639</b>	<b>\$280,446</b>

<b>Grants</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
Business Façade Grant		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Business Sign Replacement Grant		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Driveway Renovation Grant		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Home Renovation Grant		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Organizational Support Grant		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Paint Only Grant		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
<b>Total</b>	<b>\$0</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>

<b>Operational Expenses</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
Staff	\$298,246	\$308,685	\$319,489	\$330,671	\$342,244	\$354,223
General Operating	\$77,004	\$90,000	\$93,150	\$96,410	\$99,785	\$103,277
Contractual Services	\$80,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Indirect Costs	\$45,905	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Debt Service	\$1,502,371	\$1,498,047	\$1,497,545	\$1,496,649	\$1,483,491	\$1,489,029
<b>Total</b>	<b>\$2,003,526</b>	<b>\$1,996,731</b>	<b>\$2,010,183</b>	<b>\$2,023,729</b>	<b>\$2,025,520</b>	<b>\$2,046,529</b>

<b>Revenue</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>
TIF Revenue - City	\$1,160,162	\$1,299,381	\$1,403,332	\$1,501,565	\$1,591,659	\$1,671,242
TIF Revenue - County	\$1,257,232	\$1,408,100	\$1,520,748	\$1,627,200	\$1,724,832	\$1,811,074
Investments	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Misc Revenue	\$255,000	\$255,000	\$255,000	\$255,000	\$255,000	\$255,000
Carry Forward	\$1,875,386	\$1,654,254	\$156,246	\$221,937	\$353,933	\$576,154
<b>FY Total Revenue</b>	<b>\$4,567,780</b>	<b>\$4,636,735</b>	<b>\$3,355,326</b>	<b>\$3,625,703</b>	<b>\$3,945,425</b>	<b>\$4,333,470</b>
<b>Total Expenses</b>	<b>(\$2,913,526)</b>	<b>(\$4,480,489)</b>	<b>(\$3,133,388)</b>	<b>(\$3,271,769)</b>	<b>(\$3,369,271)</b>	<b>(\$3,965,622)</b>
Remaining Revenue	\$1,654,254	\$156,246	\$221,937	\$353,933	\$576,154	\$367,848

Assumption: TIF year revenues to increase based on FY 2015 CRA Proforma

# Project Ballot



<u>Project Name</u>	<u>Estimated Cost</u>	<u>Priority Level</u>
<b>I</b> ntersection US 17-92 and Fairbanks Avenue	\$1,285,648.00	<input type="checkbox"/>
<b>I</b> ntersection of US 17-92 and Webster Avenue	\$717,112.50	<input type="checkbox"/>
<b>N</b> ew York Avenue Streetscape	\$1,762,183.11	<input type="checkbox"/>
<b>W</b> est Meadow Park	\$1,123,147.61	<input type="checkbox"/>

*Please rate the above projects based on your priority level.  
Number 1 - 4 with 1 being the highest priority  
Numbers cannot be repeated (i.e. two number 1's)*

**BUSINESS FAÇADE (Exterior Improvement)  
GRANT**



## Exterior Improvement Grant Program Guidelines

The Community Redevelopment Agency (CRA) of the City Of Winter Park established the Exterior Improvement Grant Program to provide a financial incentive to property and business owners to renovate and reinvest in the exterior of their business or commercial property. The program specifically encourages redevelopment and reinvestment for commercial properties located in the Winter Park CRA district of the City.

### **ELIGIBLE APPLICANTS**

- The grant applicant must be a property owner or a business owner leasing a storefront;
- The business must be located within the boundaries of the Winter Park CRA (see map);
- If applying as the tenant, an affidavit must be signed by the property owner consenting to the improvements (see application);
- Proposed project must be a small business as defined by the U.S. Small Business Administration (For more information visit [www.sba.gov/size](http://www.sba.gov/size);
- Business may be an individually owned franchise as long as it meets all other criteria;
- Tenant must have at least two years remaining in lease at location of proposed project;
- Exterior Improvement Program Grant can only be used once per building; regardless of ownership;
- Buildings with multiple occupants may be eligible on a case by case basis;
- The project applicant must owe no outstanding property taxes, fees, judgement, or liens to the City of Winter Park or Orange County and have no outstanding code violations.

**Ineligible Applicants:** National corporate franchises, government offices and agencies (non-governmental, for-profit, tenants are eligible), businesses that exclude service to minors, properties primarily in residential use, properties exempt from property taxes.

### **ELIGIBLE PROJECTS**

The Exterior Improvement Grant program is funded through Community Redevelopment Agency funds. The CRA will match the Owner/Lessee up to fifty percent (50%) of the total cost of eligible improvements up to \$20,000. Project cost must exceed \$5,000 of eligible improvements to be considered for façade grant. All work must be done on the exterior of a street facing side of the building.

**Eligible work:** Rehabilitation of building facades visible to the street or public right-of-way, including:

- storefronts;
- ledges;
- gutters and downspouts;
- signs and graphics;
- exterior lighting;



- Canopies and awnings;
- Painting and masonry work.

Following repairs are allowed as long as they are part of work which is directly visible from public right-of-ways and specifically approved by the CRA:

- landscaping and irrigation;
- fences;
- seal coating, re-stripping of parking lots and bike racks.
- New construction may be considered on a case-by-case basis if the applicant is upgrading the current façade of a property.

**Ineligible Activities:**

- Roofs;
- structural foundations;
- billboards;
- security systems;
- non-permanent fixtures;
- interior window coverings;
- personal property and equipment;
- security bars; razor/barbed wire fencing;
- sidewalks and paving;
- All necessary government approvals, building permits, and taxes;
- Services performed by a non-licensed contractor

**AWARD REIMBURSEMENT**

Reimbursement shall be limited to no more than 50% of the total cost of eligible improvements, not to exceed \$10,000 per storefront. Larger buildings with more than one storefront and/or more than one side visible (on a corner) may be considered for a larger grant on a case by case basis by the CRA Director. Any projects totaling less than \$5,000 in qualified improvements are not eligible.

Approved applicants may request on up to 50% of the estimated awarded grant funds, with proof of paid invoice. The remaining grant funds will be paid once the project is complete. Grants are awarded on a first come, first served basis, as long as funding remains available in the program.

The CRA reserves the right to refuse reimbursements in whole or in part for work that is not completed within 9 months. The CRA cannot reserve funds indefinitely, grants may be subject to cancellation if not completed or significant progress has not been made by the completion date. Request for extensions will be considered only if made in writing and progress towards completion has been demonstrated.

In the event all programs funds have been committed, owner/lessee may still submit an application, complete approved façade work and be reimbursed for that work if funding is approved. Due to the uncertain nature of budget availability in any given year, the CRA cannot guarantee that funding will be available or if any applicant will be reimbursed. Applicants who

submit a completed application and are on the waiting list will be eligible to be reimbursed if funding becomes available up to one year past the date of their application submittal. Work completed in advance of funding availability must be maintained in like-new condition and match with the scope of work submitted with the application in order to receive reimbursement. Only applicants that have previously applied, and been placed on the waiting list prior to beginning any façade improvements, will be eligible for funding.

**Multi-Tenant Building:** Business tenants in a multi-tenant property may apply to the program as long as the tenant has a clearly definable independent entrance into the storefront that is clearly visible from public rights-of-way (ex. strip-mall tenants). Business tenants in multi-tenant buildings that do not have independent storefronts are not eligible to apply, however the property owner may still apply if they meet the eligibility requirements. Multi-tenant property owner may still apply if they meet all other eligibility requirements. Property owners will not be able to apply if other tenants in the same property have previously used the program. If no other tenant in the property has utilized the program then the property owner may apply as the applicant and receive up to \$20,000 for the entire property.

**COMPETITIVE BIDDING** Applicants are required to get two (2) competitive bids for every type of proposed work. The CRA will match up to 50% of the cost up to \$20,000. All contractors must be insured and licensed by the State of Florida. All construction contracts will be between the applicant and contractor.

### **APPROVALS**

The CRA has the sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding. Participants will be responsible for obtaining necessary regulatory approvals, including any needed by City departments or boards and including, but not limited to, building permits and any other necessary permits. All work must comply with city, state and federal regulations.

### **CONTRACTUAL AGREEMENT**

Accepted applicants must enter into a contractual agreement with the CRA prior to disbursement of grant funds.

## **SUBMISSION REQUIREMENTS**

Application packages must include documentation that illustrates the visual impact of the project and its cost.

*Failure to provide required information will delay the review and/or approval process.*

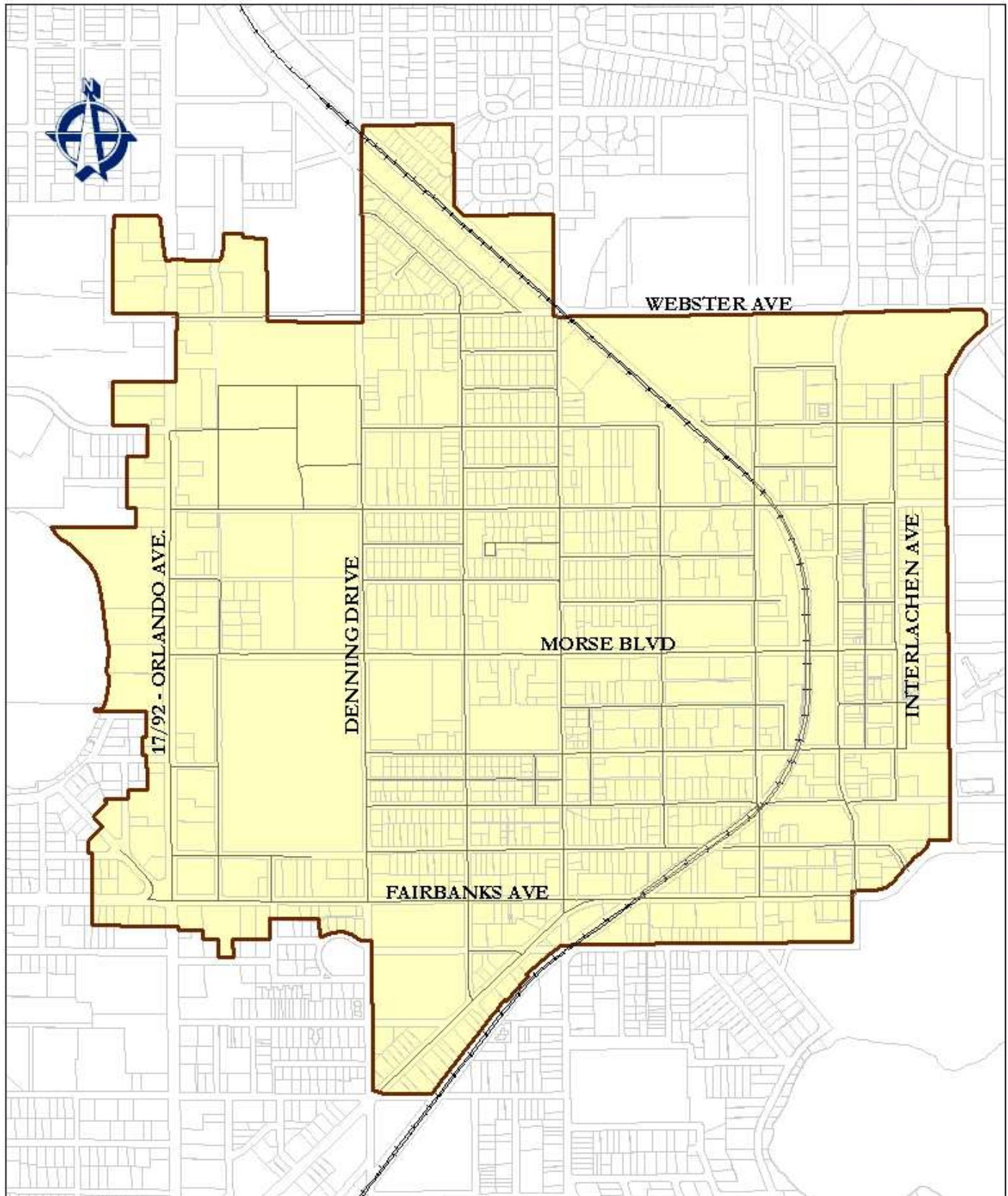
The applications must include the following attachments:

1. Complete application form
2. Copy of current business license
3. Copy of current property insurance
4. Written consent from property owner giving permission to conduct façade improvements  
(if necessary)
5. Digital photographs of existing conditions of project
6. Written description of project improvements including material list and color selections
7. Simple sketch of improvement project
8. Two competitive bids for each type of work proposed

Submit complete applications to:  
Community Redevelopment Agency  
Attn: Exterior Improvement Grant Program  
401 Park Avenue South  
Winter Park, FL 32789

For more information about the CRA's Business Façade Program, please contact our office at 407-599-3217.

# Winter Park Community Redevelopment Agency Boundary Map





**City Of Winter Park  
Community Redevelopment Agency  
(CRA) Exterior Improvement Grant  
Program**

**1. APPLICANT**

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

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

Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Legal Form:        Sole Proprietorship                       Partnership

Corporation: Profit                       Non-Profit

In which State are the incorporation and/or organization documents filed?

\_\_\_\_\_

Social Security Number/Tax Identification Number: \_\_\_\_\_

**2. BUILDING/BUSINESS TO BE IMPROVED**

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

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

Zip \_\_\_\_\_

Legal Description: \_\_\_\_\_

Property Tax Parcel Number: \_\_\_\_\_

**3. OWNER OF PROPERTY (if not applicant)**

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

Contact Name: \_\_\_\_\_

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

Zip \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**4. AUTHORIZATION TO UNDERTAKE WORK**

If the applicant is not the owner of the property, provide written evidence in the form below that the owner authorizes this work to be undertaken.

Staff Use Only: Application Approved ( Y / N ) Date: _____ By: _____
--

**5. BRIEF DESCRIPTION OF PROPOSED EXTERIOR IMPROVEMENTS**

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**6. ESTIMATED COST OF WORK FROM BIDS RECEIVED** *(Applicant may make multiple copies of this page if the applicant is acting as their own General Contractor and more than one type of work is being performed. List each type of work separately under item 5 and enter the required bids below.)*

Bid #1:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Bid Amount for Total Work: \$\_\_\_\_\_.\_\_\_\_\_

Bid #2:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Bid Amount for Total Work: \$\_\_\_\_\_.\_\_\_\_\_

**7. SOURCE OF MATCHING FUNDS**

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**8. INVESTMENT VALUE OF WORK BEING PERFORMED BY APPLICANT**

Include the total cost estimate of all work being performed at the business, both exterior and any interior improvements being made. \$\_\_\_\_\_.\_\_\_\_\_

**8. ACKNOWLEDGEMENTS**

- I have read and understand the program guidelines and criteria
- I have attached a copy of my current business license to this document
- I have attached a copy of my current property insurance
- To the best of my knowledge the business and the property are current on all local, state and federal taxes
- I have attached a copy of the scope of work and available drawings or sketches
- I understand that final approval must come from all City departments concerned with any improvement and that award of the grant by the CRA does not guarantee approval of the project. The applicant must meet all City requirements and codes.

**CERTIFICATION BY APPLICANT**

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a 25/75 grant and is true and complete to the best of the applicant’s knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is not the sole owner of the property, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority must be attached.

The CRA is dedicated to promoting and encouraging diversity in the programs that it supports or funds. Successful applicants in the CRA Business Façade Matching Grant Program are encouraged to contact contractors that are certified minority owned or small businesses.

Verification of any information contained in this application may be obtained by the CRA from any available source.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

**Please return a copy of this completed application along with any supporting documentation to the CRA.**

David Buchheit  
Community Redevelopment Agency Manager  
401 S. Park Ave  
Winter Park, FL 32789  
Phone: 407-599-3695  
Email: [dbuchheit@cityofwinterpark.org](mailto:dbuchheit@cityofwinterpark.org)

**Exterior Improvement Grant Program  
Property Owner Authorization**

I, \_\_\_\_\_, understand that

\_\_\_\_\_, a leaseholder of my property located at

\_\_\_\_\_ is considering improvements under the City of St. Cloud Community Redevelopment Agency Façade Improvement Grant Program, hereinafter referred to as "Program." For the purposes of this authorization, hereinafter the Community Redevelopment Agency shall be referred to as "CRA" and the City of St. Cloud as "City"

I have received and reviewed the Program guidelines and reviewed the application submitted by my tenant. I agree to permit the proposed improvements to my building. I understand that I am not financially responsible to complete these improvements.

I understand and agree that neither the CRA nor the City assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied.

I further agree to hold the CRA and the City harmless from and indemnify them for and against any and all claims which may be brought or raised against the CRA, the City, or any of its officers, representatives, agents or agencies regarding any matters relevant to the participant obligations under the Program.

I assure the CRA and the City that the tenant holds a valid lease with no expiration pending within the next twelve months following the date of application for Program funding.

I have read the above statements and acknowledge that they are true and complete to the best of my knowledge. I have no objection to the applicant pursuing the proposed improvements project, and I authorize the leaseholder to make the proposed improvements under the provisions of the Program.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Date

~~~~~

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public



# BUSINESS SIGN REPLACEMENT GRANT



## Business Sign Replacement Grant Program Guidelines

The Community Redevelopment Agency (CRA) of the City Of Winter Park established the Business Sign Replacement Grant program to provide a financial incentive to property and business owners to replace existing pole style signs and reinvest in the exterior of their business or commercial property with a monument style sign. The program specifically encourages redevelopment and reinvestment for commercial properties located in the Winter Park CRA district of the City.

### **ELIGIBLE APPLICANTS**

- The grant applicant must be a property owner or a business owner leasing a storefront;
- The business must be located within the boundaries of the Winter Park CRA (see map);
- If applying as the tenant, an affidavit must be signed by the property owner consenting to the improvements;
- Proposed project must be a small business as defined by the U.S. Small Business Administration (For more information visit [www.sba.gov/size](http://www.sba.gov/size);
- Business may be an individually owned franchise as long as it meets all other criteria;
- Tenant must have at least two years remaining in lease at location of proposed project;
- Business Sign Replacement Program Grant can only be used once per building; regardless of ownership
- The project applicant must owe no outstanding property taxes, fees, judgments, or liens to the City of Winter Park or Orange County and have no outstanding code violations.

**Ineligible Applicants:** National corporate franchises, government offices and agencies (non-governmental, for-profit, tenants are eligible), businesses that exclude service to minors, properties primarily in residential use, properties exempt from property taxes.

### **ELIGIBLE PROJECTS**

- Project cost must exceed \$1,000 of eligible improvements
- Free standing exterior sign visible from a commercial corridor.
- Signage shall be designed, constructed, and maintained to complement and accent the architectural features of the building. It should harmonize with the overall character of the built environment.

**Eligible work:** Exterior signage, to include the removal of pole style signs and replacement with monument style signs.

**Ineligible Activities:** Repair of existing pole signage; replacement of existing pole style signage with pole style signage.

## **AWARD REIMBURSEMENT**

Reimbursement shall be limited to no more than 75% of the total cost of eligible improvements, not to exceed \$10,000. Larger signs with more than one tenant and/or more than one side visible (on a corner) may be considered for a larger grant on a case by case basis by the CRA Director. All necessary government approvals, building permits, and taxes are not eligible for reimbursement. Any projects totaling less than \$1,000 in qualified improvements are not eligible.

Approved applicants may request on up to 50% of the estimated awarded grant funds, as determined by the lowest bid on the application, with proof of paid invoice. The remaining grant funds will be paid once the project is complete. Grants are awarded on a first come, first served basis, as long as funding remains available in the program.

The CRA reserves the right to refuse reimbursements in whole or in part for work that is not completed within 3 months. The CRA cannot reserve funds indefinitely, grants may be subject to cancellation if not completed or significant progress has not been made by the completion date. Request for extensions will be considered only if made in writing and progress towards completion has been demonstrated.

In the event all programs funds have been committed, owner/lessee may still submit an application, complete approved sign work and be reimbursed for that work if funding is approved. Due to the uncertain nature of budget availability in any given year, the CRA cannot guarantee that funding will be available or if any applicant will be reimbursed. Applicants who submit a completed application and are on the waiting list will be eligible to be reimbursed if funding becomes available up to one year past the date of their application submittal. Work completed in advance of funding availability must be maintained in like-new condition and match with the scope of work submitted with the application in order to receive reimbursement. Only applicants that have previously applied, and been placed on the waiting list prior to beginning any sign improvements, will be eligible for funding.

**COMPETITIVE BIDDING** Applicants are required to get two (2) competitive bids for every type of proposed work. The CRA will match up to 75% of the cost of the lowest bid up to \$10,000, inclusive of any design or planning costs being reimbursed. All contractors must be insured and licensed by the State of Florida. All construction contracts will be between the applicant and contractor.

## **APPROVALS**

The CRA has the sole authority to determine eligibility of proposed work and confirmation of completed work. Certain work may be required or precluded as a condition of funding. Participants will be responsible for obtaining necessary regulatory approvals, including any needed by City departments or boards and including, but not limited to, building permits and any other necessary permits. All work must comply with city, state and federal regulations.

## **CONTRACTUAL AGREEMENT**

Accepted applicants must enter into a contractual agreement with the CRA prior to disbursement of grant funds.

## **SUBMISSION REQUIREMENTS**

Application packages must include documentation that illustrates the visual impact of the project and its cost.

***Failure to provide required information will delay the review and/or approval process.***

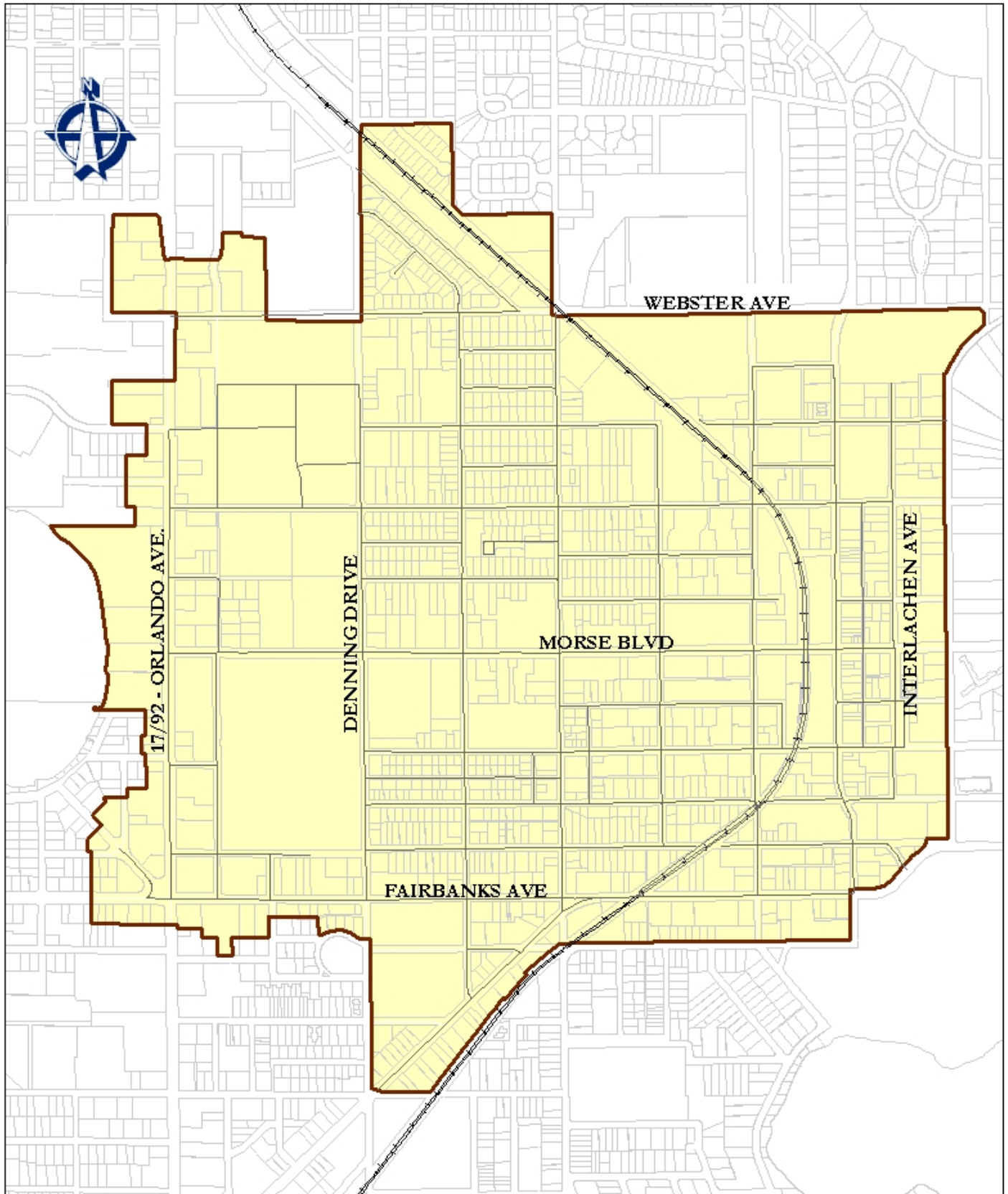
The applications must include the following attachments:

1. Complete application form
2. Copy of current business license
3. Copy of current property insurance
4. Written consent from property owner giving permission to conduct sign improvements (*if necessary*)
5. Digital photographs of existing conditions of sign
6. Written description of project improvements including material list and color selections
7. Simple sketch of improvement project
8. Two competitive bids for each type of work proposed

Submit complete applications to:  
Community Redevelopment Agency  
Attn: Business Sign Replacement Program  
401 Park Avenue South  
Winter Park, FL 32789

For more information about the CRA's Business Façade Program, please contact our office at 407-599-3695.

# Winter Park Community Redevelopment Agency Boundary Map





**City Of Winter Park  
Community Redevelopment Agency  
(CRA) Business Sign Replacement  
Matching Grant Program**

**1. APPLICANT**

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

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

\_\_\_\_\_ Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Legal Form:        Sole Proprietorship                       Partnership

                         Corporation: Profit                       Non-Profit

In which State are the incorporation and/or organization documents filed?

\_\_\_\_\_

Social Security Number/Tax Identification Number: \_\_\_\_\_

**2. BUILDING/BUSINESS SIGN TO BE IMPROVED**

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

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

\_\_\_\_\_ Zip \_\_\_\_\_

Legal Description: \_\_\_\_\_

Property Tax Parcel Number: \_\_\_\_\_

**3. OWNER OF PROPERTY (if not applicant)**

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

Contact Name: \_\_\_\_\_

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

\_\_\_\_\_ Zip \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**4. AUTHORIZATION TO UNDERTAKE WORK**

If the applicant is not the owner of the property, provide written evidence that the owner authorizes this work to be undertaken. (Typically a lease or other written permission that shows the owner has read the program guidelines and understands the conditions and restrictions.)

|                                                                      |
|----------------------------------------------------------------------|
| Staff Use Only: Application Approved ( Y / N ) Date: _____ By: _____ |
|----------------------------------------------------------------------|

**5. BRIEF DESCRIPTION OF PROPOSED IMPROVEMENTS**

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**6. ESTIMATED COST OF WORK FROM BIDS RECEIVED** *(Applicant may make multiple copies of this page if the applicant is acting as their own General Contractor and more than one type of work is being performed. List each type of work separately under item 5 and enter the required bids below.)*

Bid #1:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Bid Amount for Total Work: \$\_\_\_\_\_.\_\_\_\_\_

Bid #2:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Bid Amount for Total Work: \$\_\_\_\_\_.\_\_\_\_\_

**7. SOURCE OF MATCHING FUNDS**

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**8. INVESTMENT VALUE OF WORK BEING PERFORMED BY APPLICANT**

Include the total cost estimate of all work being performed at the business, both exterior and any interior improvements being made. \$\_\_\_\_\_.\_\_\_\_\_

**8. ACKNOWLEDGEMENTS**

- I have read and understand the program guidelines and criteria
- I have attached a copy of my current business license to this document
- I have attached a copy of my current property insurance
- To the best of my knowledge the business and the property are current on all local, state and federal taxes
- I have attached a copy of the scope of work and available drawings or sketches
- I understand that final approval must come from all City departments concerned with any improvement and that award of the grant by the CRA does not guarantee approval of the project. The applicant must meet all City requirements and codes.

**CERTIFICATION BY APPLICANT**

The applicant certifies that all information in this application, and all information furnished in support of this application, is given for the purpose of obtaining a 25/75 grant and is true and complete to the best of the applicant’s knowledge and belief.

If the applicant is not the owner of the property to be rehabilitated, or if the applicant is not the sole owner of the property, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the rehabilitation work on the property. Evidence of this authority must be attached.

The CRA is dedicated to promoting and encouraging diversity in the programs that it supports or funds. Successful applicants in the CRA Business Façade Matching Grant Program are encouraged to contact contractors that are certified minority owned or small businesses.

Verification of any information contained in this application may be obtained by the CRA from any available source.

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date**

**Please return a copy of this completed application along with any supporting documentation to the CRA.**

David Buchheit  
Community Redevelopment Agency Manager  
401 S. Park Ave  
Winter Park, FL 32789  
Phone: 407-599-3695  
Email: [dbuchheit@cityofwinterpark.org](mailto:dbuchheit@cityofwinterpark.org)



# DRIVEWAY RENOVATION GRANT



## RESIDENTIAL DRIVEWAY GRANT GUIDELINES AND APPLICATION

APPLICATIONS ARE ACCEPTED FROM OCTOBER 1<sup>ST</sup> THROUGH MARCH 1<sup>ST</sup> WITH WORK SCHEDULED TO COMMENCE ON OR AROUND APRIL 1<sup>ST</sup>. APPLICATIONS WILL NOT BE ACCEPTED OUTSIDE THESE DATES.

**TO QUALIFY FOR THIS GRANT PROGRAM:**

1. You must currently reside at the property
2. The property must be within the CRA limits
3. Property taxes must be current
4. Property must not have any outstanding code violations

**NOTE:** Applications will be reviewed and approved on a first come first serve basis, and shall be based on criteria noted in Section D of the grant requirements attached to this application.

**Property Owner(s) Name(s):**

**Property Address:**

Winter Park, FL 32789

**Home Phone:**

**Cell Phone:**

**Email:**

**Applicant Signature:**

**Application Date:**

**A. Purpose:**

The intention of this grant program is to enhance the current housing within the CRA neighborhoods through replacement and/or repair of existing driveways currently made of gravel, mulch, or in a state of disrepair with new brushed concrete (or other material as approved by CRA Staff).

**B. Funding:**

Base funding and Administration for this grant is provided by City of Winter Park's CRA. Funding shall be on a first come first serve basis, based on the criteria noted in Section D.

**C. Approval:**

The CRA will consider applications concerning funding and will determine compliance with the program goals. **NOTE: Only one driveway grant per property is allowed.**

**D. Criteria:**

1. Property owner and/or current Resident may apply for funding up to a maximum of \$5,000.00.
2. Applicant will be responsible for any costs in excess of \$5,000.00.
3. Property owner must be current on their property taxes and have no outstanding code violations.
4. Property owner must be willing to sign the Affidavit included in this application.

**E. Process:**

1. Completed application along with all supporting documentation is submitted to the CRA Staff.
2. Applications will be reviewed and ranked by a 'Review Committee' comprised of two (2) members of City Staff and one (1) City approved contractor.
3. If approved:
  - Work will be scheduled by CRA Staff in conjunction with applicant.
  - Driveway approach inspection will be completed prior to driveway construction begins.
  - Driveway construction will commence and **must** conform to current use and meet all Code requirements.
  - Driveway inspection will be performed by City Inspector upon completion.

**NOTE: Applicant(s) may not apply or participate in the Home Renovation Grant Program and the Driveway Grant Program within the same fiscal year.**

**PLEASE RETURN COMPLETED APPLICATION AND SUPPORTING DOCUMENTS TO:**

**CITY OF WINTER PARK CRA  
401 S. PARK AVE  
WINTER PARK, FL 32789**

|                                         |                                          |                                        |
|-----------------------------------------|------------------------------------------|----------------------------------------|
| <b>FOR CITY USE ONLY</b>                |                                          |                                        |
| <b>Date Application Received:</b> _____ | <input type="checkbox"/> <b>Approved</b> | <input type="checkbox"/> <b>Denied</b> |
| <b>Additional Information:</b> _____    |                                          |                                        |
| _____                                   |                                          |                                        |
| _____                                   |                                          |                                        |



## RESIDENTIAL DRIVEWAY GRANT AFFIDAVIT

**Owner(s) Name:** \_\_\_\_\_

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

I/We do hereby request the Community Redevelopment Agency Residential Driveway Grant Program to process the application for driveway installation/repair/improvements to above property.

I/We further authorize the Community Redevelopment Agency Residential Driveway Grant Program to make inquiries and verification of all assets, income, employment, mortgage, credit reports, title search and any other information necessary to determine the eligibility of the applicant.

I/We will hold harmless the Community Redevelopment Agency Residential Driveway Grant Program with respect to all claims and damages caused by inquiries necessary to determine the eligibility of the applicant(s).

It is understood that any information obtained shall be for the confidential use of the Community Redevelopment Agency Residential Driveway Grant Program.

It is further understood that the applicant(s) shall only incur or be obligated for any cost(s) in excess of the Grant maximum of \$3,000.

I/We certify that I/we currently reside at the above property.

I/We further certify that I/we are unable to secure necessary funds from other sources upon comparable terms and conditions.

I/We understand that I/we must complete four (4) hours of community service prior to the start of driveway improvement.

I/We understand that I/we need to make all reasonable efforts to allow access to the property so work can be completed in a timely manner. In the event we cannot provide access, the Community Redevelopment Agency has the ability to cancel the application and revoke allocated funds.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

# HOME RENOVATION GRANT



## HOME RENOVATION PROGRAM GUIDELINES

The Community Redevelopment Agency (CRA) of the City of Winter Park has developed a forgivable zero-interest loan program to qualified homeowners to help improve neighborhoods, bring dwellings into compliance with applicable adopted housing standards, reduce future maintenance costs, preserve decent affordable owner-occupied housing, and to eliminate threatening health and safety-related property conditions of dwellings located in the CRA District.

This program is designed to provide a zero-interest ten (10) year forgivable loan to income-qualified homeowners of owner-occupied single-family homes whose property is in need of improvements. The homeowner will be required to maintain the property in a condition acceptable to the City. This program is intended to be for capital improvements and is not to be responsible for minor maintenance.

Program applications will become available on October 1 as funds are available. Applicants must submit a complete application by March 1. Applications will be prioritized using the following categories:

1. Health and Safety
2. Code Violations
3. New Applicants

### ELIGIBILITY REQUIREMENTS

- ✓ The home must be located in the CRA district (see map)
- ✓ Must meet Orange County's Income guidelines for very-low income
- ✓ Property must be current on all taxes and liens
- ✓ Property must have homeowners insurance
- ✓ Property must not have had prior rehab assistance under City of Winter Park rehabilitation programs within the last ten (10) years

INCOME LIMITS (adjusted by household size) Household must meet the Orange County Income Limit Guidelines for low income (80% AMI) or below. The income limits are as follows:

| Income Category | Household Size |          |          |          |          |          |          |          |
|-----------------|----------------|----------|----------|----------|----------|----------|----------|----------|
|                 | 1              | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
| Very Low Income | \$20,100       | \$22,950 | \$25,800 | \$28,650 | \$30,950 | \$33,250 | \$35,550 | \$37,850 |

## ELIGIBLE IMPROVEMENTS

The housing rehabilitation program assists homeowners in correcting health and safety hazards, code violations, and making other repairs to the exterior of the home. Eligible improvements may include:

- Exterior painting
- Exterior Lighting
- Replacing windows
- Weather stripping
- Roof system repair
- Foundation repairs
- Handicap accessibility improvements
- Termite treatments (initial treatment only)
- Environmental– lead/mold correction
- Fence Upgrades
- Tree trimming and/or removal (only if deemed an immediate safety issue by City)
- Sewer and Septic – connection fees
- Replacing exterior doors and screens
- Carport to Garage conversions
- Driveway installation/replacement
- And any other exterior health, safety and code violation improvements deemed necessary by CRA Staff

All repairs provided under this program will be completed by a contractor and will be covered by a one-year guarantee period, with the exception of a roof repair which has a three year guarantee period. Applicants will be referred to Orange County if more work is needed other than what the Housing Rehabilitation Program can offer.

The city has the discretion to prioritize the improvements based on severity of health and safety property conditions as well as severity of Code Enforcement violations. The city reserves final right to approve or disapprove of qualifying repairs and replacements. Final inspections on all work will be performed and approved by city building inspectors.

**PROCESS AND TIMEFRAME** – An inspection of the dwelling unit will be performed by city staff in order to determine minimum rehabilitation requirements and prepare an itemized scope of the needed improvements.

Once scope is determined, a contract will be signed between homeowner, contractor, and CRA. Upon contract signing, the contractor will have seven (7) days to acquire permits and thirty-five (35) days to complete the contracted repairs and improvements. An extension will be given to the contractor only if the contractor experiences a manufacturer's delay of materials ordered for the job. Regular inspections will be made by staff and a city inspector to coordinate and direct the work of the contractor. Homeowners are to make all reasonable effort to allow access to the property so work can be completed in a timely manner. It is the responsibility of the homeowner to move/relocate all furniture. The homeowner is also responsible for the cleaning and additional maintenance supplies once the project has been completed. The contractor will not move any furniture or provide maintenance supplies.

The loan agreement entered into by the homeowner in the contract will be forgiven after ten (10) years of continuous residence. If the homeowner chooses to sell the property within this period, the homeowner will incur a 10% prorated repayment penalty of the value of loan for each year remaining in the loan term. If the home ownership passes to another relative, that person must also meet the income limit guidelines or be subject to repayment.

HOME MAINTENANCE TRAINING AND REPAIR PROGRAM – Applicants must attend a scheduled Home Maintenance class. The Home Maintenance Training and Repair Program will provide hands-on training designed to teach homeowners how to maintain and repair their homes. City Staff will notify applicants of scheduled class times. This program is in collaboration with Habitat for Humanity of Winter Park.

COMMUNITY SERVICE - Community service of two (2) hours for every \$500.00 of grant money awarded will be required. **Homeowner, or representative, must complete ten (10) hours of community service prior to the start of home rehabilitation. The CRA will not commence any rehabilitation work if homeowner or representative has not completed the initial service hours.** Community service work must benefit the CRA district and may be served through churches, nonprofit organizations and the City of Winter Park Public Library. Initial service hours will be deducted from required total service hour amount.

PROGRAM REUSE - A property that has participated in a Winter Park housing rehabilitation program may not reapply for future assistance for a period of ten (10) years. Homeowners will be able to submit new applications after the ten (10) year term limitation. Exceptions will be made for emergencies where households with homeowner's insurance are unable to pay the deductible (ex. Hurricane causes severe roof damage).

PROGRAM FUNDS AVAILABILITY - Due to the uncertain nature of budget availability in any given year and the uncertainty of future grant awards, the CRA cannot guarantee that funding will be available in future years for home rehabilitation. In no way will the CRA be required to offer funding for any home rehabilitation work outside of officially established funds budgeted specifically for the program.





# Home Renovation Program Loan Application

401 S. Park Avenue, Winter Park, FL 32789 (P) 407-643-1657 (F) 407-643-1659

Date \_\_\_\_\_

Applicant Name \_\_\_\_\_ SS# \_\_\_\_\_

Co-Applicant Name \_\_\_\_\_ SS# \_\_\_\_\_

Address \_\_\_\_\_ Winter Park, FL 32789

Home Phone# \_\_\_\_\_ Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

E-mail \_\_\_\_\_

Is your property located within the CRA district of Winter Park? (see map)  Yes  No

Please check one of the race categories that best describes your household (optional)

- American Indian / Alaska Native
- Asian
- Black / African American
- Hispanic / Latino
- White / Caucasian
- Other \_\_\_\_\_

Additional Household Information (optional, check all that apply)

- Single Parent
- Two-Parent
- Female Head of Household
- Single / Non-Elderly
- Elderly (62+ years)
- Person(s) with a Disability

Household Size - Complete the following information for all persons living in the home. Use separate sheet if necessary.

| Name | M / F | Age | Relationship | Social Security # |
|------|-------|-----|--------------|-------------------|
|      |       |     |              |                   |
|      |       |     |              |                   |
|      |       |     |              |                   |
|      |       |     |              |                   |
|      |       |     |              |                   |

**Household Income Information** - List all income earners and the source of income for all persons residing in your home. All incomes must be listed for persons over 18 years of age or proof if full-time student.

| Name | Age | Gross Monthly Income | Income Source |
|------|-----|----------------------|---------------|
|      |     |                      |               |
|      |     |                      |               |
|      |     |                      |               |
|      |     |                      |               |
|      |     |                      |               |

**Size of Home:** My house has \_\_\_\_\_ bedrooms and \_\_\_\_\_ bathrooms

**Proposed Improvements** - Check the item boxes that need improvement. The CRA reserves final right to approve or disapprove qualifying repairs and replacements.

- |                                                                 |                                                          |
|-----------------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Correct Exterior Cited Code Violations | <input type="checkbox"/> Exterior Doors/Windows/ Screens |
| <input type="checkbox"/> Handicap Accessibility Improvements    | <input type="checkbox"/> Exterior Paint/Stucco/Siding    |
| <input type="checkbox"/> Roof Repair                            | <input type="checkbox"/> Carport to Garage Conversions   |
| <input type="checkbox"/> Exterior Wall/Foundation Repairs       | <input type="checkbox"/> Other: _____                    |

**Previous Participation** - Please note, homeowners who have previously participated in the program within the last ten (10) years are not eligible to apply unless an emergency exists that creates a health or safety problem (*see guidelines for details*).

**Have you ever participated in the CRA's Home Renovation Grant Program?**       Yes    No      Date: \_\_\_\_\_

**Have you ever participated in Orange County's Housing Rehabilitation Program?**    Yes    No      Date: \_\_\_\_\_

**NOTE:** Applicant(s) may not apply or participate in the Home Renovation Grant Program and the Driveway Grant Program within the same fiscal year.

**Photograph Release Statement-** The CRA has my permission to use photographs of me and/or my home in presentations and publications in conjunction with the City's Housing Rehabilitation Program. **Initials:** \_\_\_\_\_

**Applicant's Declaration:** I/We declare under penalty of perjury, that the above statements are true and correct. I/We consent to the physical inspection(s) of the premises to process this application. I/We understand that the enrollment and qualification process may impose additional conditions and limitations on my property. The CRA reserves the right to change programmatic priorities without notification. I/We agree to provide additional descriptive, financial, and/or other information upon request by the City. I/We understand that the grants are available in limited quantities and selection is based on the criteria listed on the Housing Rehabilitation Program guidelines. I/We have received, reviewed and understand the program rules, limitations, and the homeowner obligations listed in the program guidelines.

|                              |             |                                 |             |
|------------------------------|-------------|---------------------------------|-------------|
| <b>Applicant's Signature</b> | <b>Date</b> | <b>Co-Applicant's Signature</b> | <b>Date</b> |
|------------------------------|-------------|---------------------------------|-------------|

|                                                             |  |                                           |  |                                                 |  |
|-------------------------------------------------------------|--|-------------------------------------------|--|-------------------------------------------------|--|
| <b>FOR OFFICE USE ONLY:</b> Date Application Received _____ |  | Application Reviewed By _____             |  | Income Level: VL ___ L ___                      |  |
| Number of persons in HH _____ HH Monthly Income \$ _____    |  | HH Annual Income \$ _____                 |  | Is income within HRP guidelines? Yes ___ No ___ |  |
| Page 2 of 3                                                 |  |                                           |  |                                                 |  |
| Eligible _____ Date Notified: _____                         |  | Volunteer hours completed? Yes ___ No ___ |  | Wait Listed _____ date: _____                   |  |
| Ineligible (reason: _____)                                  |  |                                           |  |                                                 |  |

# Home Renovation Program Application Checklist

Before submitting the application, please ensure that you have completed and provided the following:

- Completed loan application
- Copy of photo identification for both the applicant and co-applicant (*drivers' license, state ID, or passport*)
- Copy of the last two (2) year's tax returns for every working member of the household over the age of 18. (*last three (3) years' returns required if self-employed*)
- Provide the last three (3) paystubs for each working member of the household over the age of 18.
- Copy of verification of any other sources of earned and/or unearned income for all members of the household (*social security award letter, unemployment form, pensions, etc.*)
- Copy of the last three (3) complete bank statements for all members of the household (*checking, savings, 401K, CDs, money market accounts, etc.*)
- Copy of current mortgage statement
- Proof of home ownership (*warranty deed, quit-claim deed, etc.*) Or authorization from Property Owner
- Proof of homeowner's insurance (*declaration page*)
- Signed employment verification form or unemployment affidavit (*if applicable*)
- Signed current income statement form
- Signed and notarized Home Renovation Affidavit

Please submit completed applications to:

**City of Winter Park  
Community Redevelopment Agency  
401 S. Park Ave  
Winter Park, Florida 32789**

**ONCE APPROVED, THE HOMEOWNER, OR REPRESENTATIVE, MUST COMPLETE TEN (10) HOURS COMMUNITY SERVICE PRIOR TO THE START OF THE HOME RENOVATION. THE CRA WILL NOT AWARD ANY RENOVATION FUNDS IF HOME OWNER HAS NOT FULFILLED THIS REQUIREMENT.**



# Home Renovation Program Employment Verification

**Homeowner:** \_\_\_\_\_

**Address:** \_\_\_\_\_ Winter Park, FL 32789

Dear Sir/Madam,

The above mentioned homeowner has applied for funds for the purpose of rehabilitating their property. In order to qualify for the program, the Community Redevelopment Agency requires confirmation of the homeowner's income. Please complete the following information:

A. Company's name: \_\_\_\_\_

B. Position held: \_\_\_\_\_

C. Dates of employment: \_\_\_\_\_

D. Rate of pay: Annually \$ \_\_\_\_\_ Hourly \$ \_\_\_\_\_

E. Hours worked per week: \_\_\_\_\_

F. Additional compensation, overtime: \_\_\_\_\_

G. Probability of continued employment: \_\_\_\_\_

H. Additional Comments: \_\_\_\_\_

\_\_\_\_\_

**Please return completed form to:  
Community Redevelopment Agency  
401 S. Park Avenue  
Winter Park, Florida 32789**

The above information will be treated confidentially. Thank you.

\_\_\_\_\_  
**Signature of Employer**

\_\_\_\_\_  
**Date**

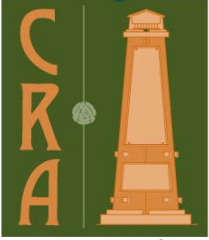
---

I, \_\_\_\_\_, hereby authorize release of the above requested information:

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

winter park



community  
redevelopment  
agency

# Home Renovation Program

## AFFIDAVIT

Applicant(s) Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_, Winter Park, FL 32789

I/We do hereby request the Community Redevelopment Agency Home Renovation Program (“the CRA program”) to process the application for Exterior Home improvements to above property.

I/We further authorize the CRA Program to make inquiries and verification of all assets, income, employment, mortgage, credit reports, title search and any other information necessary to determine the eligibility of the applicant.

I/We will hold harmless the CRA Program with respect to all claims and damages caused by inquiries necessary to determine the eligibility of the applicant(s).

It is understood that any information obtained shall be for the confidential use of the CRA Program and the United States Department of Housing and Urban Development.

It is further understood that the applicant(s) shall not incur or be obligated for any cost of this introductory application.

I/We certify that I am/we are the owner(s) of the above property OR that I/We have authorization from property owner(s) and have disclosed all assets and income as a requisite to determine ability to finance repairs and improvements.

I/We further certify that I/we are unable to secure necessary funds from other sources upon comparable terms and conditions.

I/We certify that I/we \_\_\_ are \_\_\_ are not presently employed but I/We \_\_\_ do \_\_\_ do not anticipate becoming employed within the next twelve (12) months. Based on my past work experience and income history, I would anticipate to earn \$\_\_\_\_\_ per year if I/We were to become employed.

I/We understand that I/we must complete ten (10) hours of community service prior to the start of home rehabilitation.

I/We understand that I/we need to make all reasonable efforts to allow access to the property so work can be completed in a timely manner. In the event we cannot provide access, the Community Redevelopment Agency has the ability to cancel the application and revoke allocated funds.

I/We understand that it is my/our responsibility to move/rearrange furniture in order to provide complete access and it is my/our responsibility to clean up after the rehabilitation has been completed.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant

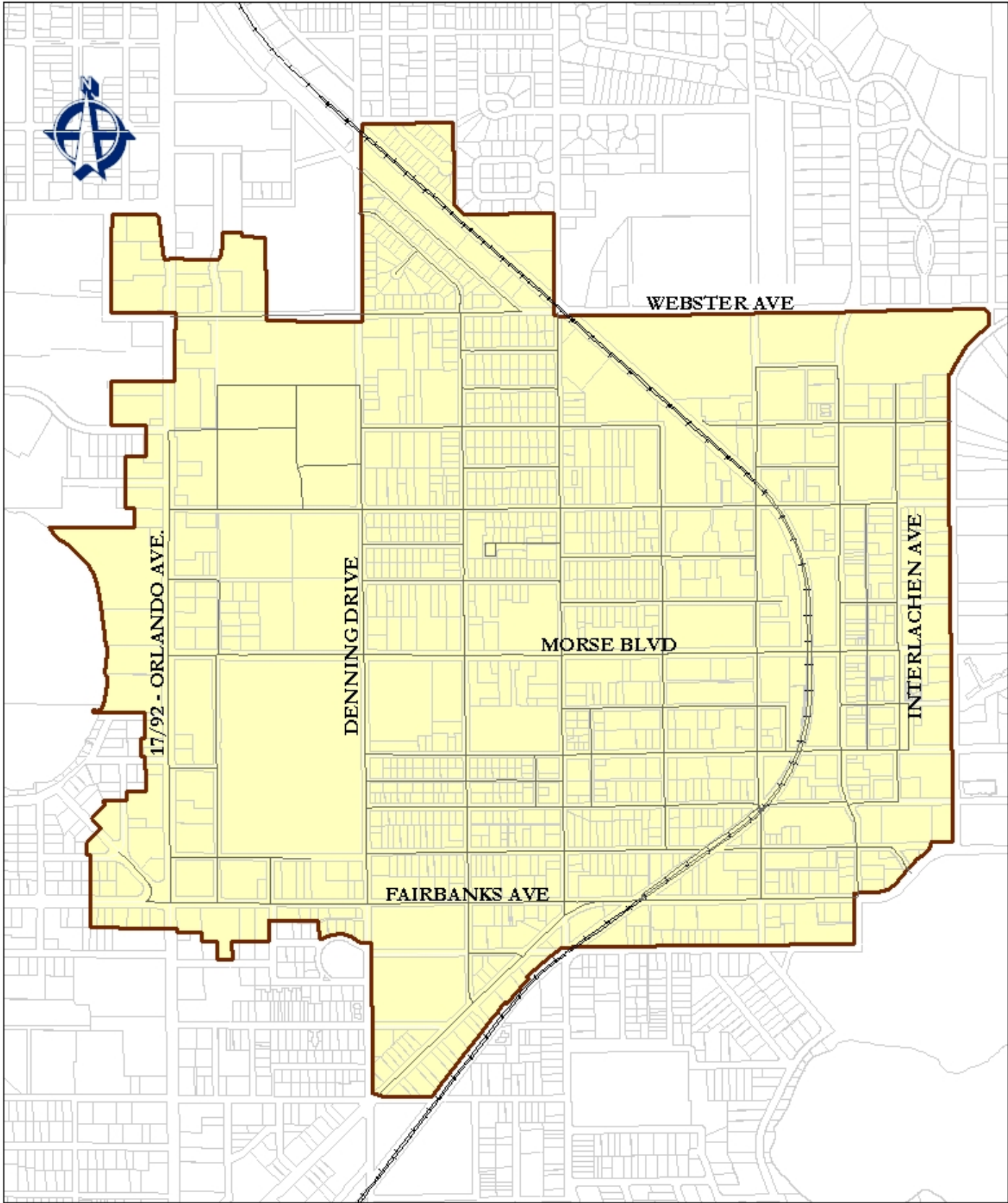
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Notary

[NOTARY SEAL]

\_\_\_\_\_  
Date

# Winter Park Community Redevelopment Agency Boundary Map





## COMMUNITY REDEVELOPMENT AGENCY COMMUNITY SERVICE LIST

1. Winter Park Library
  - Taking children, youth and seniors to the Library
  - Community Relations Office - MaryGail Coffee – (407)- 623-3486
2. Winter Park Community Center
  - Contact Parks & Recreation (407)-599-3357
3. DePugh Nursing Home
  - Contact: (407) 644-6634
4. Center for Independent Living
  - Contact: (407) 623-1070
5. Seniors First
  - Located at the Community Center
  - Contact: (407) 645-0301
6. Welbourne Day Nursery
  - Will charge for background check
  - Contact: (407) 644-5885
7. Habitat For Humanity
  - Contact: (407) 645-4408
8. Hannibal Square Heritage Center
  - Contact: (407) 539-2680

The Home Renovation Program allows recipients to perform the required community service hours in any non-profit organization within the City of Winter Park. For further information about any of the above locations, please contact the CRA Coordinator at 407-643-1657.

**VOLUNTEER TIMESHEET**  
**City of Winter Park Home Renovation Program**



Volunteer Name: \_\_\_\_\_  
 Volunteer Address: \_\_\_\_\_  
 Service Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 Supervisor Name: \_\_\_\_\_

| Date | Type of Service | Hours Worked | Signature of Supervisor |
|------|-----------------|--------------|-------------------------|
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |
|      |                 |              |                         |

Volunteer Community Service work must benefit the district and must be approved by Staff of the City of Winter Park. The volunteer and the service organization understand and agree that the City of Winter Park has no liability for any personal injury or property damage in any way arising out of or relating to the volunteer community service work and further hereby agree to indemnify and hold harmless the CRA and the City from the same. The undersigned attest the above reported hours are correct.

\_\_\_\_\_  
 Volunteer Signature

\_\_\_\_\_  
 Service Organization Supervisor Signature



# ORGANIZATIONAL SUPPORT GRANT



## Organizational Support Policy Guidelines Winter Park Community Redevelopment Agency (CRA)

### Purpose

The purpose of the Organizational Support Grant is to assist community organizations by providing a one-time financial contribution to associations serving the CRA area. This program was developed to assist non-profit that create programs to address specific needs within the community while supporting the mission and principles of the CRA. The organizational support program provides small monetary grants that are in no way intended to: provide general operating funds, finance agency operating or program, nor take the place of fundraising efforts.

### General Requirements for Eligibility

Any organization seeking financial support from the City of Winter Park CRA must complete an application and meet the general requirements to be considered for funding. Grants are considered on a first come, first serve basis until funds are depleted for the fiscal year. **The maximum amount of any sponsorship is \$5,000 per agency or organization.** The CRA is under no requirement or expectation to provide funding to any organization. Funding for this grant may vary depending upon the financial priorities within any given year.

General requirements include:

- Non-profit small business as defined by SBA or IRS respectively
- Either located or providing a service within the limits of the CRA
- Must provide a public service tied to the funding request
- Grant shall only be used one time per organization
- Other CRA program funding is separate and shall not be used in conjunction with this grant
- CRA support cannot exceed 25% of the total budget for the proposed project.

Ineligible use of funding:

- Subsidizing administrative & operating costs of the organization
- Use of funds outside contractual obligations in the agreement

### Application Process

Organizations that meet the general requirements must complete an application and submit it to:

City of Winter Park CRA  
ATTN: David Buchheit  
401 South Park Avenue  
Winter Park, FL 32789

Only completed applications will be accepted. Applications will be reviewed for completeness and sent to the CRA Advisory Board for a recommendation to the CRA Agency. The CRA reserves the right to request a (pre)application meeting during review of the application. The CRA additionally

has the right to close the application process in any fiscal year and choose to not accept new applicants.

Applications may take up to 90 days for review and require CRA Agency approval at a regularly scheduled meeting. Applicants or a representative are required to be in attendance when their funding request is being considered by the CRA Agency.

### **Contractual Agreement**

Applicants approved for funding will enter a contractual agreement with the CRA that outlines general obligations and reporting requirements, terms of payment, and goals and objectives for the proposed fiscal year. Contracts will include reference to the projects/programs to be accomplished and their planned completion dates as well as benchmarks and measurements for evaluating progress.

### **Grant Disbursal and Reporting Requirements**

Approved grants will be disbursed subject to the contract agreement. Approved organizations may be required to submit regular updates as well as a one-time report outlining how funds were utilized during the CRA's fiscal year in which the grant was awarded. Below is an outline of reporting requirements:

- Site visit from CRA staff
- Revenues and spending
- Program/project activities
- Measurements and Benchmarking (*as described below*):

### **Measurements and Benchmarking**

Any organization receiving funding from the CRA will be asked to provide data related to metrics and benchmarks associated with their contractual agreements. Items which may be requested include, but are not limited to:

- Before and after site visits
- Photos of project scope
- Organizational, operational, and capital budget/financial information
- Employee structure and compensation
- Other revenues, grants, and contributions received
- In-Kind contributions
- Volunteer or community service hours donated to the organization
- Growth in attendance, program revenues, or program offerings
- Demographics of consumers
- Meeting agreed upon program/project goals

### **Public Record**

All organizations applying for support should recognize that State of Florida laws stipulate that any correspondence or applications received by the City of Winter Park are subject to public records requests.



# ORGANIZATIONAL SUPPORT APPLICATION WINTER PARK COMMUNITY REDEVELOPMENT AGENCY FY 2014-2015

## I. COVER SHEET & AUTHORIZATION PAGE

|                                             |  |                          |  |
|---------------------------------------------|--|--------------------------|--|
| <b>Legal Name of Organization:</b>          |  |                          |  |
| <b>DBA:</b>                                 |  |                          |  |
| <b>Mailing Address:</b>                     |  |                          |  |
| <b>CEO/President:</b>                       |  | <b>Email:</b>            |  |
| <b>Telephone:</b>                           |  | <b>Fax</b>               |  |
| <b>Contact Person:</b>                      |  | <b>Title:</b>            |  |
| <b>Telephone:</b>                           |  | <b>Email:</b>            |  |
| <b>Federal ID #:</b>                        |  | <b>501(c)(3)#:</b>       |  |
| <b>Website:</b>                             |  |                          |  |
| <b>Title of Program Requesting Funding:</b> |  | <b>Amount Requested:</b> |  |

### Authorization

Our signatures certify that to the best of our knowledge the information contained in this proposal is accurate, complete and consistent with our organization's Mission, Articles of Incorporation and By-Laws and that we have the legal authority to sign below. Florida has a very broad public records law. As a result, upon request, unless otherwise exempt, any written communication created or received by City of Winter Park officials and employees will be made available to the public and media. Furthermore, under Florida law, email addresses are public records.

\_\_\_\_\_  
Board Chairperson (print)

\_\_\_\_\_  
Director/CEO/President (print)

\_\_\_\_\_  
Board Chairperson (sign)

\_\_\_\_\_  
Director/CEO/President (sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## II. ORGANIZATIONAL OVERVIEW

**Instructions:** Use the space below or as an attachment, please provide the following:

- 1. Organization's History and Mission Statement:** Provide a brief organization history and mission statement that includes organization's goals and objectives, service area, and location. Include proof of corporate status / 501 (C)(3) Determination Letter from the IRS (*Not to exceed 1 page*).
- 2. Major Organization Activities and Accomplishments during the Past Year:** Provide information on major activities such as special events and organization/program achievements. (*Not to exceed 1/2 page*)
- 3. Organization Partnerships and/or Collaborations:** List any organizations with which your organization has partnerships and/or collaborations and attach any partnership agreements, letters or MOUs to this application.

### III. USE OF FUNDS

1. **Funding Description:** Provide a description of the program that funds are being requested for, including demographic that is being served, number expected to be served, and benefit to be derived by the community. If a project or program already exists and is funded without public dollars, explain how additional funds will improve/increase existing programs/projects. (*May attach supporting documentation as necessary.*)
2. **Need for Public Funding:** Identify how the program supports the mission of the CRA.
3. **Program Budget:** Please include a copy of the proposed budget for the program identifying funding sources and expenditures. Be sure to identify what expenses a CRA grant would be used for. Budget should be for the year funding is requested.
4. **Program History:** If the program was administered in prior years, include results from the most recent year. These should include financial and demographical information that reflects the program's outcome.
5. **Marketing:** Description of how CRA sponsorship, if granted, will be publicly acknowledged (i.e. logo to be used on printed materials, CRA logo placed on website, etc.)

# RESIDENTIAL PAINT ONLY GRANT



## RESIDENTIAL PAINT GRANT GUIDELINES AND APPLICATION

**APPLICATIONS ARE ACCEPTED FROM OCTOBER 1<sup>ST</sup> THROUGH MARCH 1<sup>ST</sup> WITH WORK SCHEDULED TO COMMENCE ON OR AROUND APRIL 1<sup>ST</sup>. APPLICATIONS WILL NOT BE ACCEPTED OUTSIDE THESE DATES.**

**TO QUALIFY FOR THIS GRANT PROGRAM:**

1. You must currently reside at the property
2. The property must be located within the CRA limits
3. Property taxes must be current
4. Property must not have any outstanding code violations

**NOTE:** Applications will be reviewed and approved on a first come first serve basis, and shall be based on criteria noted in Section D of the grant requirements attached to this application.

**Property Owner(s) Name(s):**

**Property Address:**

Winter Park, FL 32789

**Home Phone:**

**Cell Phone:**

**Email:**

**Applicant Signature:**

**Application Date:**

**A. Purpose:**

The intention of this grant program is to enhance the current housing within the CRA neighborhoods through providing professional contractors to apply new exterior paint.

**B. Funding:**

Base funding and administration for this grant is provided by City of Winter Park's CRA. Funding shall be on a first come first serve basis, based on the criteria noted in Section D.

**C. Approval:**

The CRA will consider applications concerning funding and will determine compliance with the program goals. **NOTE: Only one paint grant per property owner is allowed. Applicants may only apply once every (5) five years.**

**D. Criteria:**

1. Property Owner and/or current Resident must purchase paint for the property.
2. Property owner and/or current Resident may apply for funding up to a maximum of \$1,000.00.
3. Applicant will be responsible for any costs in excess of \$1,000.00 or approved grant funding.
4. Property owner must be current on their property taxes and have no outstanding code violations.
5. Property owner must be willing to sign the Affidavit included in this application.



**E. Process:**

1. Completed application along with all supporting documentation is submitted to the CRA Staff.
2. CRA Staff will review application for completeness and eligibility
3. If approved, professional services will be scheduled by CRA Staff in conjunction with the applicant

***NOTE: Applicant(s) may not apply or participate in the Home Renovation Grant Program and the Paint Grant Program within the same fiscal year.***

**PLEASE RETURN COMPLETED APPLICATION AND SUPPORTING DOCUMENTS TO:**

**CITY OF WINTER PARK CRA  
401 S. PARK AVE  
WINTER PARK, FL 32789**

|                                         |                                          |                                        |
|-----------------------------------------|------------------------------------------|----------------------------------------|
| <b>FOR CITY USE ONLY</b>                |                                          |                                        |
| <b>Date Application Received:</b> _____ | <input type="checkbox"/> <b>Approved</b> | <input type="checkbox"/> <b>Denied</b> |
| <b>Additional Information:</b> _____    |                                          |                                        |
| _____                                   |                                          |                                        |
| _____                                   |                                          |                                        |

# RESIDENTIAL PAINT PROGRAM AFFIDAVIT

**Owner(s) Name:** \_\_\_\_\_

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

I/We do hereby request the Community Redevelopment Agency Residential Paint Grant Program to process the application for professional painting services to above property.

I/We further authorize the Community Redevelopment Agency Residential Paint Grant Program to make inquiries to determine the eligibility of the applicant.

I/We will hold harmless the Community Redevelopment Agency Residential Paint Program with respect to all claims and damages caused by inquiries necessary to determine the eligibility of the applicant(s).

It is understood that any information obtained shall be for the confidential use of the Community Redevelopment Agency Paint Only Grant.

It is further understood that the applicant(s) shall not incur or be obligated for any cost of this introductory application.

I/We certify that I/we currently reside at the above property.

I/We further certify that I/we are unable to secure necessary funds from other sources upon comparable terms and conditions.

I/We understand that I/we need to make all reasonable efforts to allow access to the property so work can be completed in a timely manner. In the event we cannot provide access, the Community Redevelopment Agency has the ability to cancel the application and revoke allocated funds.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



# Grant Ballot

| <u>Project Name</u>                  | <u>Est Costs Year 1</u> | <u>Priority Level</u>    |
|--------------------------------------|-------------------------|--------------------------|
| <b>B</b> usiness Façade Grant        | \$40,000                | <input type="checkbox"/> |
| <b>B</b> usiness Sign Replacement    | \$10,000                | <input type="checkbox"/> |
| <b>D</b> riveway renovation Grant    | \$10,000                | <input type="checkbox"/> |
| <b>H</b> ome Renovation Grant        | \$40,000                | <input type="checkbox"/> |
| <b>O</b> rganizational Support Grant | \$15,000                | <input type="checkbox"/> |
| <b>P</b> aint Only Grant             | \$10,000                | <input type="checkbox"/> |

*Please rate the above programs based on your priority level.  
Number 1 - 6 with 1 being the highest priority  
Numbers cannot be repeated (i.e. two number 1's)*