



Spring Hill

Community Redevelopment Agency

“A City County Partnership”

MEETING AGENDA

July 5, 2022

CALL TO ORDER

CONSENT AGENDA

1. Approval of Minutes, Regular Meeting, April 4, 2022

PETITIONS AND REQUESTS FROM THE PUBLIC

DR. JOYCE M. CUSACK RESOURCE CENTER STAFF UPDATE

UNFINISHED BUSINESS

NEW BUSINESS

1. Consideration Re: Boys & Girls Club Property
2. Consideration Re: Update to the Exterior Improvement Grant Program
3. Consideration Re: Connection Assistance Application Karen Cook, 639 W. Ida St.
4. Consideration Re: Property of the Quarter

BOARDMEMBER COMMENTS/CONCERNS

NEXT MEETING

1. Schedule Next Regular Meeting

ADJOURNMENT

Meeting of July 5, 2022 – 6:30 PM
DeLand Commission Chambers – DeLand City Hall
120 South Florida Avenue - DeLand



Figure 1 - Spring Hill CRA Graphic Logo

Consent Item 1



Spring Hill

Community Redevelopment Agency

“A City County Partnership”

MEETING MINUTES

April 04, 2022

CALL TO ORDER

Chairman Apgar called the meeting to order at 5:30 P.M.

BOARD ATTENDANCE: Robert F. Apgar, Jessica Davis, Anthony Hill and Barbara Girtman

CONSENT AGENDA

Ms. Girtman made a motion to approve the minutes from the February 02, 2022 meeting. Ms. Davis seconded the motion, which carried by a unanimous vote.

PETITIONS AND REQUESTS FROM THE PUBLIC

There were no petitions and requests from the public.

NEW BUSINESS

1. Consideration Re: Approving Spring Hill CRA Budget Amending FY 2021-2022
Mr. Johnson made a motion to approve budget amendment. Mr. Hill seconded the motion, which carried by a unanimous vote.
2. **Presentation: Annual CRA Audit Results & Budget Update**
Ms. Girtman made a motion to approve audit. Ms. Davis seconded the motion, which carried by a unanimous vote. Budget Comments are as listed.
 - Thoughts on what to do with the old resource center property
 - Girtman-Pop up and/or small business market
 - Davis-Open to all ideas
 - Like staff idea of an assistant director position

BOARDMEMBER COMMENTS/CONCERNS

No Comments.

Meeting of April 04, 2022 – 5:30 PM
DeLand Commission Chambers – DeLand City Hall
120 South Florida Avenue - DeLand

NEXT MEETING

N/A

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:54 PM by Chairman Apgar.



Figure 2 - Spring Hill CRA Graphic Logo

Spring Hill Update

(Verbal Presentation)



Figure 4 - Spring Hill CRA Graphic Logo

New Business Item 1

CITY OF DELAND, FLORIDA
REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION
July 5, 2022

Department: Finance	Attachments:
Consideration Re: Boys and Girls Club Property	[X] Current Lease Agreement
Prepared by: Mike Grebosz	Approved by: Mike Grebosz
	CRA Administrator

SUMMARY/HIGHLIGHT:

Joe Sullivan, Chief Professional Officer of the Boys and Girls Club reached out to staff in 2022 seeking assistance from the CRA in helping obtain an ECHO Grant from Volusia County to make major building improvements on the site. Since the CRA is the owner of the property it makes the ECHO Grant process more complex and more costly for the Boys and Girls Club. With the current arrangements in place, the Boys and Girls Club can not use the value of the land as a match for the grant. On a similar note, Mr. Sullivan also noted that when looking for additional donor and grant opportunities the current ownership status of the property also has been an impediment to the Boys and Girls Club.

At the request of the Boys and Girls Club, staff researched the possibility of conveying ownership of the property from the CRA to the Boys and Girls Club. Grant staff along with the City Attorney reviewed the documents associated with the grants that were obtained in 2012 and have come to the determination that as long as the property use remains consistent there would be no foreseeable issue with the CRA conveying the property.

Staff is recommending that the CRA consider approving the conveyance of the property with a revisionary interest clause if the Boys and Girls Club ever decides to relinquish ownership of the site in the future or substantially change the services provided. If approved, this will help improve the facility and improve the services the Boys and Girls Club can provide to the Spring Hill and Greater DeLand community.

Additionally, if the Board agrees with staff's recommendation, at a future meeting the formal agreements will be presented for review and approval.

FISCAL IMPACT:

There is no significant fiscal impact, as the current annual rent is \$1.00.

RECOMMENDATION:

It is recommended the CRA provide direction to staff on whether or not to proceed with the process of a conveyance of the property to the Boys and Girls Club. If direction is to move forward, staff will bring back the any pertinent documents at a future date for approval by the Board.

BACKGROUND/DISCUSSION:

Since 2007 the Spring Hill CRA has leased property located at 935 S. Adelle Avenue to the Boys and Girls Club of Volusia/Flagler Counties Inc. In 2012, the City obtained a federal grant to help the organization construct an additional building on the premises. At that time, the lease was amended to be consistent with the construction of the new building and the term of the lease ends on April 17, 2072.

ITEM SUMMARY: *Consideration Re: Boys and Girls Club Property*

LEASE AGREEMENT

This Agreement is made and entered into between the Spring Hill Community Redevelopment Agency (hereinafter referred to as "Lessor") and the Boys & Girls Clubs of Volusia/Flagler Counties, Inc., with an office address of 101 North Woodland Boulevard, Suite 400, DeLand, Florida (hereinafter referred to as "Lessee") this 18th day of April 2012.

Whereas, the property which is the subject of this Agreement is approximately .77 acres and is located at 935 South Adelle Avenue, DeLand, Volusia County, Florida, and is more particularly described in Section 1 of this Agreement (hereinafter referred to as the "Leased Premises"); and

Whereas, Lessor and Lessee previously entered into a lease for the Leased Premises in 2007; and

Whereas, said prior lease between the parties contemplated that the Lessee would build a building on the Leased Premises and provided for other contingencies, but that building has not been built due to insufficient funding; and

Whereas, the City of DeLand has obtained a federal grant which will allow the City to construct one additional building of approximate 2,800 square feet on the subject property for the Lessee's exclusive use; and

Whereas, in addition to the building which the City of DeLand will be constructing, there are two existing buildings on the property, which presently are and will continue to be used by the Lessee both during and after construction of the aforesaid building by the City of DeLand; and

Whereas, by entering into this Agreement, the Lessee agrees to, and does hereby grant to the City of DeLand, and its employees, agents and contractors, the right to enter onto the Leased Premises for the purpose of construction of the aforesaid building and Lessee further covenants that it will not prevent or otherwise interfere with the City of DeLand, or any of its employees, agents or contractors in the construction of the said building; and

Whereas, it is the intent of the parties that the Lessee shall be solely responsible for all maintenance, upkeep, repairs and any other expense whatsoever related to all of the buildings and other improvements that are located on the Leased Premises, just as if Lessee were the fee simple owner of the Leased Premises, and that in no event shall Lessor have any obligation to incur any expense whatsoever related to the Leased Premises or any improvements located thereon, with the sole exception that the City of DeLand will incur the expense of construction of one building on the leased premises, as aforesaid, and Lessee will have no obligation for expenses related to said building until a certificate of occupancy is issued and the City of DeLand notifies Lessee that construction is complete, at which time neither Lessor or the City of DeLand shall have any further obligation of any kind whatsoever related to said building, but the City of DeLand shall reserve unto itself any claims it may have against any third parties related to said construction; and

Whereas, contemporaneously herewith the Lessor and Lessee have terminated the 2007 lease for the Leased Premises, it being the intent of the parties that Lessee shall continue its occupancy of the Leased Premises uninterrupted and that this Agreement will replace the 2007 lease.

Now, Therefore, in consideration of the mutual terms and conditions set forth in this Agreement, the Lessor and Lessee hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee .77 acres of land described in the attached Exhibit "A", which is located at 935 South Adelle Avenue, DeLand, Volusia County, Florida (hereinafter referred to as the "Leased Premises").

Section 2. Term. This Agreement shall be for a term of 60 years, beginning on April 18, 2012 and ending on April 17, 2072, unless sooner terminated as provided below.

Section 3. Purposes. The premises shall be used solely for the purpose of operating a Boys & Girls Club facility which is chartered by the Boys & Girls Club of America, and for no other purpose whatsoever. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Renewals. This section intentionally omitted.

Section 5. Rent. Lessee shall pay Lessor as base rent for the Leased Premises the sum of ONE AND 00/100 (\$1.00) DOLLARS per year, which shall be paid on or before April 2 of each calendar year during the term of this Agreement. In the event that any sum becomes due as additional rent as set forth in this Agreement, such additional rent shall be due within thirty (30) days following the date upon which Lessor provides Lessee with written notice of the amount of additional rent due.

Section 6. Taxes. Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the Leased Premises and upon any personal property, buildings, fixtures or improvements located on the Leased Premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the Leased Premises on or before April 1st of each and every year and shall otherwise pay all taxes on or before the date upon which such taxes are due.

Section 7. Security deposit. This Section intentionally omitted.

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements to the buildings or other improvements located on the Leased Premises that may be reasonable and necessary for its use of the premises. Any such improvements must be made in accordance with all applicable building, zoning and other codes and regulations.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the Leased Premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably withheld.

Section 10. Mortgage of Lessee's interest. This section intentionally omitted.

Section 11. Water and sewer connections. This section intentionally omitted.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of nonresponsibility of Lessor, stating that Lessor is not responsible for

payment of any labor, materials or services provided Lessee and that the Leased Premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever. Furthermore, Lessee shall have the sole and exclusive obligation for the costs of all repairs and maintenance to all of the buildings and improvements located on the Leased Premises, regardless of whether the need for such repairs and maintenance are due to accidents, acts of God routine wear and tear, or any other cause whatsoever.

Section 14. Maintenance of premises exteriors. Lessee, at its sole cost and expense, shall maintain the exterior grounds of the Leased Premises in a neat, orderly, landscaped and otherwise well maintained condition.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

- A. All building, zoning, sign and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the Leased Premises.

Section 17. Utility payments. Lessee shall pay all utilities for the Leased Premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. This section intentionally omitted.

Section 19. Environmental matters. This section intentionally omitted.

Section 20. Duties of Lessor. This section intentionally omitted.

Section 21. Enjoyment of premises. This section intentionally omitted.

Section 22. Non-assignability. This Agreement may not be assigned.

Section 23. Nondiscrimination covenants. This section intentionally omitted.

Section 24. Liability insurance, Hazard insurance, indemnity and holdharmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the Leased Premises, or any act or

omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the Leased Premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS and a general aggregate limit of not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Leased Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificates of insurance shall list the Spring Hill Community Redevelopment Agency as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the Spring Hill Community Redevelopment Agency.

Lessor shall insure all buildings located on the Leased Premises for their full insurable value. In the event of damage to any building which renders the building untenable, Lessor shall have the option of either repairing the building or demolishing the building. Lessor must make such election within thirty (30) days of the damage, and if Lessor elects not to repair the building, then Lessee shall have sixty (60) days after being notified of Lessor's decision to cancel this Agreement by providing Lessor with written notice of its election to cancel this Agreement within said sixty (60) day period. Otherwise, this Agreement shall remain in full force and effect. In no event shall Lessee be entitled to any payment or compensation whatsoever on account of damage to any of the buildings on the leased premises.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue.

Section 26. Non-exclusivity. This section intentionally omitted.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. This section intentionally omitted.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the Leased Premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution/Loss of Boys & Girls Clubs of America charter. If Lessee suffers or permits its corporate franchise to be dissolved for a period of more than ninety (90) days before seeking reinstatement, or if Lessee loses its charter with the Boys & Girls Clubs of America for a period of more than ninety (90) days.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the Leased Premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the Leased Premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. This section intentionally omitted.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the prevailing party may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. This section intentionally omitted.

Section 32. Eminent domain. If all or any substantial part of the Leased Premises is taken by any public authority (including Lessee) under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Mike Grebosz
Spring Hill community Redevelopment
Agency
120 South Florida Avenue
DeLand, FL 32720

Joe Sullivan
Boys and Girls Club of Volusia/Flagler
Counties, Inc.
101 North Woodland Blvd., Ste 400
DeLand, FL 32720

Section 35. Subject to federal deeds and agreements. This section intentionally omitted.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the Leased Premises at all reasonable hours for the purpose of examining and inspecting the Leased Premises and any of the buildings and other improvements located thereon.

Section 37. Signs. This section intentionally omitted.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard lease form have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Special terms and conditions. This section intentionally omitted.

Section 47. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

EXECUTED by the Lessee this _____ day of _____, 2012.

EXECUTED by the Lessor this 18th day of April, 2012.

Spring Hill Community
Redevelopment Agency, LESSOR



Robert F. Apper
Chairman

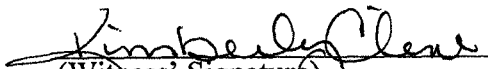
Address:
Spring Hill Community Redevelopment
Agency
120 South Florida Avenue
DeLand, Florida 32720

BOYS & GIRLS CLUBS, LESSEE

By: 
(Signature)

Boys and Girls Club of Volusia/Flagler
counties, Inc.
101 North Woodland Blvd., Ste 400
DeLand, Florida 32720

WITNESSES AS TO LESSOR:

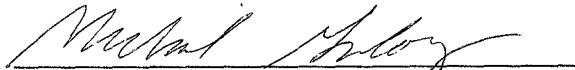

(Witness' Signature)

Kimberly Cline
(Print Name)

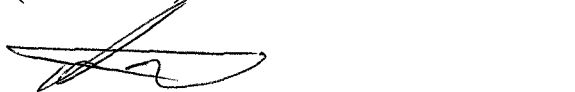

(Witness' Signature)

Kendra Curry
(Print Name)

WITNESSES AS TO LESSEE:

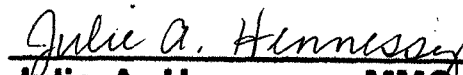

(Witness' Signature)

Michael Grubosz
(Print Name)


(Witness' Signature)

Antoinette Montez
(Print Name)

ATTEST:
This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720


Julie A. Hennessy, MMC
City Clerk - Auditor

LEGAL DESCRIPTION

EXHIBIT "A"

Lot 33, 34, 39, 40 and 41, Block C, YEMASSEE ADDITION, according to the plat thereof, as recorded in Map Book 9, Page 175, of the Public Records of Volusia County, Florida.



Figure 5 - Spring Hill CRA Graphic Logo

New Business Item 2

CITY OF DELAND, FLORIDA
REQUEST FOR COMMUNITY REDEVELOPMENT AGENCY ACTION
July 5, 2022

Department: Finance	Attachments:
Consideration Re: Update to the Exterior Improvement Grant Program	[X] Draft of the Updated Policy
Prepared by: Mike Grebosz	Approved by: Mike Grebosz
	CRA Administrator

SUMMARY/HIGHLIGHT:

The Spring Hill CRA, with the assistance with the Spring Hill Community Association, has offered a matching grant program that assists property owners with repairs and improvements to their properties. These grants include: replacement windows, replacement exterior doors, fencing, grass, shrubbery replacement, tree removal, painting and the cleaning of yards or parking areas. When properties are improved, that enhances the value of the property, which in turn increases the overall tax base CRA.

The grant program has been popular over the years, however this year the program was not fully utilized for the first time in many years. Staff has received feedback from community members and it was determined that the grant program could be updated to encourage property owners to apply. The suggested modifications to the program include increasing the match percentage for the CRA. Costs associated with labor and materials have increased and it is becoming harder for property owners to cover the cost of an improvement project with the existing thresholds.

The current grant program consists of the following grants:

- 75% of the costs totaling \$2,000
- 50% of the costs for projects exceeding \$2,000
- Maximum grant award cannot exceed \$2,500

Staff recommend the following actions to enhance the current program:

- Increasing CRA percentage match
- Increasing the cap per grant

A proposed new structure drafted by staff would modify the program to the following levels:

- 75% of the costs totaling \$4,000
- 50% of the costs for projects exceeding \$4,000
- Maximum grant award cannot exceed \$5,000

The annual grant allocation would need to be increased to support the proposed enhancements. An increase to \$20,000 in available funding is recommended due to it being able to fully accommodate 4 maximum award grants.

FISCAL IMPACT:

The grant threshold is set annually by the Spring Hill CRA during the budget process. An additional \$10,000 would need to be budgeted from the CRA.

RECOMMENDATION:

Staff recommends that the CRA increase the annual grant budget line item to \$20,000 along with modifying the structure to the criteria as proposed above.

BACKGROUND/DISCUSSION:

The last time the Exterior Improvement Grant Program was updated was in 2017.

ITEM SUMMARY: *Consideration Re: Update to the Exterior Improvement Grant Program*

SPRING HILL

EXTERIOR IMPROVEMENT PROGRAM

The City of DeLand and the County of Volusia, through its visioning process, has identified the revitalization of the Spring Hill as one of the elements in creating a strong vibrant community. A series of initiatives have been instituted to assist in the revitalization efforts. The Community Redevelopment Agency has created an Exterior Improvement Grant program that is designed to assist businesses and homeowners in refurbishing their properties. This matching grant program is available to commercial properties and homeowners within the Spring Hill tax increment district for refurbishing building facades and improving exterior yards or parking areas. Eligible projects may receive Grant Awards of:

- 75% of the costs for projects totaling \$4,000.00 which is reimbursable to the owner/applicant upon approval of the completed project by the Spring Hill Neighborhood Association's grant review committee.
- 50% of the costs for projects exceeding \$4,000.00 will be reimbursed to the owner/applicant upon approval of the completed project by Spring Hill Neighborhood grant review committee.
- Maximum grant award cannot exceed \$5,000.
- Business or homeowners who are unable to finance their projects may have funds paid directly to a contractor in order to facilitate the project completion.
- The following projects **cannot** be used as a part this grant: roof replacement or patching.
- The following projects **can** be used as a part of this grant: replacement windows, replacement exterior doors, fencing, grass, shrubbery replacement, painting and the cleaning of yards or parking areas.
- **Two estimates are required for each project.**

The grant program will be administered by the Community Redevelopment Agency (CRA), The City of DeLand and the Spring Hill Neighborhood Association (SHNA). The SHNA staff will assist applicants through the grant process; however it is the applicant's responsibility to meet the requirements of the grant program and all applicable City/County regulations. Attached are the following forms:

- A. Grant Instructions
- B. Permit Requirements
- C. Grant Award Criteria
- D. Grant Application
- E. Grant Contract

SPRING HILL NEIGHBORHOOD ASSOCIATION, INC.,(SHNA)
489 W. Mathis Street
DeLand, Florida 32720
(386) 740-0808

Call now for an appointment with a SHNA Representative to discuss your project.

“A” GRANT INSTRUCTIONS

Name of owner or lessee: _____

Address: _____

Phone: _____

FAX: _____

E-Mail: _____

Building Owner if different from lessee: _____

1. Applicant (owner/lessee) contacts SHNA for a Grant Application. If the applicant is the lessee, written consent of the owner should be attached to the application.
2. SHNA representative discusses the process, including permitting needs, with the owner/lessee and/or their contractor/architect.
3. Owner/Contractor/Architect prepares a detailed outline of the proposed project. This will include:
 - a. **Photographs, clearly showing existing conditions.** 
 - b. Written specifications outlining scope of work.
 - c. Sample of paint colors to be used.
 - d. Project budget, showing written estimates of all work to be performed.
(2 estimates)
4. SHNA Grant Committee meets with applicant to review the project and make necessary changes.
5. Upon completion of the review by the SHNA Grant Committee the application will be submitted for approval to the CRA.
6. SHNA informs applicant of funding decisions.
7. Upon approval by CRA a SHNA representative will review the contract with the applicant.
8. If permits are required, the applicant/Contractor presents plans to either the City of DeLand or the County of Volusia building department for review of building regulations and historic preservation compliance if necessary. The County of Volusia is responsible for issuing permits in the unincorporated area; the City of DeLand is responsible for issuing permits within the City limits.
9. Building department issues building permits if necessary. The County of Volusia is responsible for issuing permits in the unincorporated area; the City of DeLand is responsible for issuing permits within the city limits.
10. Project work commences within 30 days of obtaining a building permit.
11. For work requiring a building permit, either the City of DeLand or the County of Volusia's Building Department reviews work completed and if completed correctly issues a Certificate of Completion to applicant.
12. Applicant provides SHNA with documentation of project, permits, certificate of completion, canceled checks or paid receipts for all grants improvements.
13. SHNA representative requests that the City of DeLand issue payment to either the contractor or owner or lessee.

Note: Any unapproved deviation from approved proposal will void any grant funding.

I have read and understand these instructions

Signature of Applicant

Date: _____

Signature of Witness

Date: _____

“B” GRANT PERMIT REQUIREMENTS

Certain areas of Spring Hill are located within the City of DeLand’s municipal limits. The DeLand Building Department, located at City Hall, 120 S. Florida Avenue (phone: 626-7007) issues permits for properties within the City limits. For areas outside of the City limits, the Volusia County Permit Center issues building permits. Their office is located in the Thomas C. Kelly Administration Center, 123 W. Indiana Avenue (phone: 736-5928).

Owner may act as their own contractor; however, permits must be obtained when required.

PERMITS MAY BE REQUIRED FOR THE FOLOWING ITEMS:

- Electrical
- Awnings
- Signage
- Renovation – Structural Renovation or Structural Aesthetic Changes
- Tree removal
- Window replacement

No permits are needed for painting or spray cleaning.

Owners or grantees are responsible for meeting with City or County building officials prior to grant application to find out the legal needs, permits, etc. Owner/grantee must comply with all relevant requirements. Owner/grantee is responsible for making certain that their contractors have pulled the proper permits.

SIGNED: _____ Date: _____

“C” GRANT AWARD CRITERIA

1. Installation or replacement of broken or missing doors, windows and screens.
2. Exterior building repairs of sagging porches; broken steps and railings; support column repair; exterior wall repair; repair of gutters and/or downspouts; etc.
3. Repainting of buildings with peeling paint.
4. Installation or rehabilitation of signs and canopies.
5. Removal of dead trees and landscaping, and junk and debris from yard areas.
6. Installation of water-wise landscaping materials
7. Non-repeat location within five years.

“D” GRANT APPLICATION

Project: _____
Name: _____
Mailing Address: _____
Property Address: _____
E-Mail Address: _____
Daytime Phone: _____ FAX #: _____
Type of Facade Improvement Planned: _____
Estimated Cost of Project: \$ _____
Amount Requested: \$ _____
Deposit Payment: \$ _____ Check/Cash/Money Order

The City of DeLand prefers to reimburse owners/applicants after the contractor has been paid. However, in cases of financial hardship grants, The CRA's match portion of the grant may be reimbursed directly to the contractor upon authorization of the CRA.

Attach detailed outline of proposed work, including:

1. Photographs clearly showing existing conditions.
2. Detailed drawing to approximate scale, showing proposed improvements.
3. Samples of proposed colors to be used on facade and signs, if applicable.
4. Project budget with contractor estimates.

AGREEMENT

I understand that in order for my request for funding to be approved, I must agree to follow the recommendations of the SHNA Grant Committee and comply with the following:

1. Exterior Improvement grants apply only to those buildings and properties within the Tax Increment District.
2. Only projects which have not received grant funds within the past FIVE (5) years will be given consideration.
3. It is the responsibility of the owner or APPLICANT to obtain all required permits from the city or County **BEFORE** beginning any work. No reimbursements will be received without the proper permits before work begins.
4. Project work must begin 30 days after permits are obtained.
5. Monies are for exterior improvements only and will be reimbursed upon completion of work. (Any changes made to the property that have not been approved by the SHNA Grant Committee will not be funded.)
6. For projects where the applicant is not the property owner, the applicant must obtain approval in writing that the property owner concurs with the execution of the proposed work.

NOTE: NO PROJECT WORK MAY BEGIN WITHOUT:

1. CRA Approval.
2. Signed Contract Documents.
3. All required permits. (See Exhibit B)

SIGNED: _____ Date: _____



Figure 6 - Spring Hill CRA Graphic Logo

New Business Item 3

CITY OF DeLAND, FLORIDA
REQUEST FOR SPRING HILL COMMUNITY REDEVELOPMENT AGENCY ACTION
July 5, 2022

Consideration re: Connection Assistance Application Karen Cook, 639 W. Ida St.	Attachments: [X] Application
Prepared by: Michael Grebosz	
CRA Administrator	

SUMMARY/HIGHLIGHT:

Ms. Karen Cook, the applicant/owner, at the 639 West Ida Street, is seeking Board approval for the sewer connection assistance application which was received by the City on May 31st 2022. The Utilities Department has confirmed the availability of sewer services for this property.

FISCAL IMPACT:

Connection costs have not yet been determined for this applicant, but average residential customer fees are approximately \$3,000-\$7,000. There is sufficient funding to meet the expenses associated with this request, as no applicants from last year have moved forward with the prior requests. There is a total of \$100,000 in reimbursable state grant funds available.

RECOMMENDATION: It is recommended that the Board approve the application for Ms. Cook.

BACKGROUND/DISCUSSION:

A state appropriation of \$100,000 (reimbursement based) was awarded in 2020 and the CRA has until July of 2023 to utilize the funding for connection assistance.

SUMMARY FOR AGENDA:

Connection Assistance Program



SPRING HILL CRA
SANITARY SEWER CONNECTION ASSISTANCE PROGRAM
 120 S. Florida Ave., DeLand, FL 32720 – City Hall
 489 W. Mathis St., DeLand, FL 32720 – Dr. Joyce M. Cusack Resource Center

GRANT APPLICATION FOR SANITARY SEWER CONNECTION
SPRING HILL AREA

Date: 5-31-22

I. PROGRAM DATA:

Current homeowner: Yes ☒ No ☐	Special Needs:
Is this a Mobile Home? Yes ☐ No ☒	Disabled: Yes ☐ No ☐
Is this a Business/Non-Profit? Yes ☐ No ☒	Elderly: Yes ☐ No ☐
How long have you owned? <u>3 yrs</u>	Handicapped: Yes ☐ No ☐
Year septic system installed: _____	

II. GENERAL DATA: (Head of Household)

If not a household please go to section III

Name Karen Cook Gender? Male ☐ Female ☒
 Date of Birth: 8-6-1964 Home Address: 639 W. Ida St City: _____
 State: FL Zip: 32720 Mailing Address: 639 W. Ida St City: DeLand FL _____
 State: _____ Zip: _____ Telephone No. (home) 386-235-6406
 (work) _____
 Please Circle Marital Status: Married / Widowed / Single / Divorced / Separated

III. General Data: (Business/Non-Profit)

Business Name: N/A Non-Profit: Yes ☐ No ☐
 Business Owner/CEO: _____
 If a non-profit, please provide your 501c3 number: _____
 Business Address: N/A City: _____ State: _____ Zip: _____
 Telephone No.: (work) _____
 Years in business: _____

The intent of this application is only to pre-qualify the applicant(s). It does not guarantee acceptance or approval. Therefore no commitment is made on the part of either party.

IMPORTANT: READ BEFORE SIGNING

I/ We hereby certify that all information furnished in this application is true and correct and is given for the purpose of obtaining assistance. Further, I/ We authorize any employee of the City of DeLand to verify any statement that I/We have made on this application obtained from any source named herein.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT, U.S.C. TITLE 18, SEC. 1001 provides:
 Whoever, in any matter within the jurisdiction of any agency of the United States knowingly and willingly falsifies... or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000, imprisoned for not more than 5 years, or both.

SIGNATURE: Karen Cook

DATE: 5-31-22



Figure 7 - Spring Hill CRA Graphic Logo

New Business Item 4

CITY OF DeLAND, FLORIDA
REQUEST FOR SPRING HILL COMMUNITY REDEVELOPMENT AGENCY ACTION
July 5, 2022

	Attachments:
Consideration re: Property of the Quarter	[X] Pictures
Prepared by: Michael Grebosz	
CRA Administrator	

SUMMARY/HIGHLIGHT:

(3) properties have been brought forth by the Spring Hill Neighborhood Association for the Board to make a selection from:

- 502 West Beresford Road, Craig Wilson
- 568 West New Hampshire Avenue, Sandra Cusack
- 808 Longview Avenue, Essie Emezie

Once, decided upon staff will get with the owner(s) of the property and set up a date and time to deliver and install the sign. Staff will also coordinate with the Board and the property owner(s) to try and get a photo onsite. The sign will stay up for approximately two weeks.

RECOMMENDATION: Staff recommends that the CRA select a property from the list to be named Property of the Quarter.

BACKGROUND/DISCUSSION:

Criteria:

- Key criteria include: landscape condition and façade condition.
- Beautification improvements that were made to improve the property from a prior state may also be considered when making the selection.
- Properties are judged solely on the total exterior appearance of their property as viewed from the street.

ITEM SUMMARY: Consideration of Property of the Quarter Program

- 502 West Beresford Road, Craig Wilson



- 568 West New Hampshire Avenue, Sandra Cusack



- 808 Longview Avenue, Essie Emezie

