

DTO Façade Program Funding Agreement

This DTO FAÇADE PROGRAM FUNDING AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 2025, by and between the **Community Redevelopment Agency of the City of Orlando, Florida**, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and **HEATWAVE ORL LLC**, (hereinafter referred to as “the Grantee”) whose mailing address is 2016 S COUNTRYSIDE CIR, ORLANDO, FL 32804, (hereinafter collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the Downtown Commercial and Residential Building Improvement Program (“DCRBIP”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

WHEREAS, in 2025, the CRA updated the DCRBIP to the current DTO Façade Program (the “Program” or “DFP”), to include, among other things, Focus Areas for such improvements; and

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

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

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the owner of certain real property or responsible for its maintenance, with said real property being more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”); and

WHEREAS, the Grantee desires to enter into a DFP Funding Agreement with the CRA providing for the provision of financial assistance in making those certain building façade and/or stabilization improvements (the “Project” or “Improvements”) to the Property, the Project being depicted and/or described in the application attached hereto as **Exhibit “B”**, and the CRA is willing to do so upon the terms and conditions set forth herein.

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

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

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of One-Hundred Twenty-Nine Thousand One Hundred Ninety-Six Dollars and 00 cent (\$129,196.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at **741 W. Church Street, Orlando, FL 32805** as set forth in **Exhibit “B.”**

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

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the DFP Grant Review Committee and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the DFP Committee’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the DFP Committee.

4. Use of Funds. Grantee shall use the funds for the sole purpose of improving the building façade and/or stabilization as set forth in **Exhibit “B”**. Funds shall not be used for any City, County or State permitting or impact fees, new building construction and new building additions, certain structural and interior improvements, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit “B”** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee’s failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are

caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$1,000,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

c. Homeowner's Insurance: If the Property is residential, the Grantee shall provide proof of a current homeowner's insurance policy that includes coverage for fire and hazard for the duration of this Agreement.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

20. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

21. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

22. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

23. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

24. Binding Nature of Agreement. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties hereto and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

25. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

26. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

27. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either

the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA: Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
(with a copy to City Attorney's Office)
- b. If to the Grantee: HEATWAVE ORL LLC
c/o Kevin Varanai
2016 S Countryside Cir
Orlando, FL 32804

28. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

29. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

30. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

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

HEATWAVE ORL LLC

By: _____
Print Name _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____ on this ____ day of _____, 2025, who is the Grantee and Property Owner. They are personally known to me or have produced a [] Driver's License or [] _____ as identification and did/did not take an oath.

NOTARY PUBLIC
My Commission Expires:

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO**

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2025

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”

DTO Façade Program

A. Program Introduction/Goals

Building appearance plays an important role in creating the image of downtown. The purpose of the DTO Façade Program (“DFP”) is to encourage building owners, businesses, and owners of historical residential properties to invest in their properties by financially assisting with renovations to rehabilitate their buildings and residences. Additionally, this investment increases the taxable valuation of the improved properties over time, thus increasing the amount of funds available to revitalize downtown Orlando.

The investment in properties in downtown Orlando helps to accomplish the CRA’s Redevelopment Plan goals, including:

- Stimulating investment that will improve the aesthetic appeal and character of buildings
- Encouraging the reuse of vacant or underutilized properties
- Encouraging the rehabilitation and preservation of historic buildings and historical residential buildings
- Supporting the long-term viability of downtown Orlando
- Enhancing the overall aesthetics of downtown Orlando to encourage economic growth and investment

B. Program Structure

North Quarter, Lake Lucerne, Central Business District, and Eola Planning Areas

1. Commercial Buildings located within these areas of the CRA shall be eligible for funding for façade improvements of up to \$100,000 or 50% of the total façade improvements, whichever is less.
2. Historic Residential Buildings (homes originally built before 1972) that are owner-occupied and that are considered contributing structures to a historic district or are considered a historic landmark and located within the CRA’s Planning Areas above shall be eligible for funding for façade improvements up to \$20,000 or 50% of the total cost of façade improvements, whichever is less. Work on properties within a historic preservation overlay district or those designated Orlando historic landmarks within the CRA are subject to review by the Orlando Historic Preservation Board based on the Historic Preservation Board’s Guidelines and the Secretary of the Interior’s Standards for Rehabilitation and Downtown Design Guidelines and Standards.
3. Only one (1) Grant per property owner or tenant per fiscal year and only one (1) Grant per property per three-year program term is allowed.
4. When an entity owns multiple properties that are not adjacent, only one (1) property within these Planning Areas of the CRA may receive Program funding in that particular fiscal year.

Parramore Heritage Planning Areas

1. Commercial Buildings located within the Planning Areas above of the CRA shall be eligible for funding for façade improvements of up to \$120,000 or 50% of the total façade improvements, whichever is less, or a combination of façade and stabilization improvements up to \$140,000 or 50% of the total cost of improvements, whichever is less. If the applicant applies for façade and stabilization improvements, two-thirds of the improvements must be façade improvements to the outside of the building visible from the right-of-way.
2. Residential Buildings, including Historical Residential Buildings that are owner-occupied and located in the Planning Areas above of the CRA shall be eligible for façade improvements up to \$20,000, or 50%, of the total cost of façade improvements, whichever is less.

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3. A property owner or tenant may apply for multiple properties within the fiscal year in Planning Areas above, although total funding to any one owner or tenant shall not exceed \$400,000 within a fiscal year. Additionally, only one (1) Approved Grant per property per three-year program term is allowed.
4. Business applicants that have previously received funding from the Minority/Women Entrepreneur Business Assistance Program (MEBA Program) or property owners that lease to a commercial business that has received funding from the MEBA Program shall be eligible for an additional incentive of up to \$40,000. The improvements must benefit the MEBA recipient tenant.

Focus Areas

1. “Focus Areas” is defined as properties fronting or abutting either side of the rights-of-way shown on Exhibit A.
2. Commercial Buildings located within the “Focus Areas” shall be eligible for funding for façade improvements, roof repairs and/or roof replacements of up to \$200,000 or 80% of the total façade improvements, whichever is less.
3. Due to the substantial costs associated with renovating historic commercial properties and structures, Historical Commercial Buildings that are considered contributing structures to a historic district or are considered a historic landmark and located within Focus Areas shall be eligible for funding for façade improvements, roof repairs and/or roof replacements up to \$300,000 or 80% of the total cost of façade improvements, whichever is less.
4. Commercial Buildings and Historical Commercial Buildings located within Parramore Heritage Planning Areas and the Focus Areas are eligible for funding for façade and stabilization improvements. If the applicant applies for façade and stabilization improvements, two-thirds of the improvements must be façade improvements to the outside of the building visible from the right-of-way.
5. Work on properties within the Focus Areas that are considered contributing structures to a historic district or are considered a historic landmark are subject to review by the Orlando Historic Preservation Board based on the Historic Preservation Board’s Guidelines and the Secretary of the Interior’s Standards for Rehabilitation and Downtown Design Guidelines and Standards.
6. Within the Focus Areas a property owner or tenant may apply for multiple properties within the fiscal year in these Areas, although total funding to any one owner or tenant shall not exceed \$400,000 within a fiscal year. Additionally, only one (1) Grant per property per three-year program term is allowed.

Additional Information

1. Buildings must be located within the Downtown CRA (see Exhibit A). Additionally, DFP Program grants shall only be awarded for properties that contribute to the CRA through the payment of ad valorem taxes.
2. When an entity or individual owns multiple properties that are adjacent, the Grant funding may be shared between these properties for a unified improvement plan.
3. All proposed improvements must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of the DFP Grant.
4. The DFP Grant Review Committee shall evaluate applications based on factors including:
 - a. Level of deterioration of building materials and finishes
 - b. Improvement to the appearance of the site
 - c. Consistency of proposed building design with the Downtown Design Guidelines
 - d. Contribution to cultural activities or opportunities
 - e. Contribution to historic rehabilitation or restoration
 - f. Projects’ impact as catalyst for redevelopment
 - g. Consistency with the context and character of the remainder of the block and/or surrounding properties
 - h. Incorporation of sustainable materials and/or methods
 - i. Business or resident tenure in Downtown Orlando
 - j. Assessment of the balance of building façade and stabilization elements in the application
 - k. Assessment of the proposed modifications by the Appearance Review Official/Board or

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Historic Preservation Officer/Board

1. Amount of additional contribution to the project by Applicant

C. Eligible Improvements

Property owners and/or tenants may apply for Program Funding. Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit.

The entire building facade of a subject application must be included in the renovation/restoration plans. Eligible costs for Grant participation include, but are not limited to:

1. Façade Rehabilitation
 - a. Removal of non-contributing inappropriate facades
 - b. Building cleaning (non-damaging methods)
 - c. Stucco restoration
 - d. Tuckpointing masonry
 - e. Painting
 - f. Replacement or reconstructive woodwork
 - g. New exterior doors and windows on an existing structure
 - h. Restoration of historically appropriate doors, windows, or building features as determined by the Historic Preservation Officer
 - i. Signs, awnings, canopies and decorative shutters (must be associated with other façade improvements and no more than 50% of the total Grant may be used toward signage)
 - j. Exterior lighting
 - k. Hardscape improvements that are visible from the right-of-way
 - l. Exterior improvements for ADA compliance
 - m. Roof repair and/or replacement (for commercial properties within the Focus Areas only)
 - n. Other façade rehabilitation improvements approved by the DFP Grant Review Committee
2. Building Stabilization
 - a. Interior structural improvements (e.g. floor joists, ceiling repairs)
 - b. Interior Life Safety Improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - i. Must be associated with a building's change of use
 - ii. Must be compliant with the City Code and Florida Building Code (FBC)
 - c. Building systems improvements (e.g. plumbing, electric, HVAC)
 - d. Fencing to secure the property
 - i. Must be associated with other improvements
 - ii. Must be compliant with City Code
 - iii. Must be compliant with CPTED Guidelines
 - e. Other building stabilization improvements approved by the DFP Grant Review Committee

It is strongly recommended that applicants retain the services of a registered architect or engineer, or similarly qualified design professional, to prepare plans, drawings, and construction specifications for projects.

D. Ineligible Items

The following items are ineligible for reimbursement:

- a. Any City, County, or State permitting or impact fees
- b. Any improvements or additions to a building that is five (5) years old or less from the date of the issuance of the Certificate of Occupancy
- c. Structural improvements (excluding building stabilization improvements)
- d. Interior improvements (excluding building stabilization improvements)
- e. Refinancing existing debts
- f. Non-fixed improvements, inventory, or equipment

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- g. Payroll (not including work to be done by owners as part of grant match) and associated overhead costs
- h. Improvements or expenditures made before the execution of the funding agreement
- i. General periodic maintenance
- j. Improvements that do not fulfill the intent and purpose of the Program (i.e. screened patios or porches, gutters, rear patios)
- k. Improvements not visible from the right-of-way
- l. Landscaping
- m. Consultant fees (excluding fees for services provided by a registered architect or similar qualified design professional)
- n. Roof repair and/or replacement, except for commercial properties within the Focus Areas

E. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, government-owned or occupied buildings, church/religious institutions, health and medical industries (excluding medical professionals), tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shop or businesses that sell drug paraphernalia are ineligible.

F. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DFP Program Manager who will review the applicant's plans per the program requirements to determine eligibility. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program Funding and whether the applicant is sufficiently prepared to move forward to apply.

If the application appears ready to move forward, the Manager will instruct the applicant to either, (1) proceed with review by the Appearance Review Board (ARB) or, if a landmark property or located within a historic preservation overlay district, the Historic Preservation Board (HPB), as required, or (2) submit the application for consideration.

2. Grant Application Submission

Following approval by the ARB or HPB and issuance of the appropriate review Certificate, as required, the Grant application and all attachments may be submitted to the DFP Program Manager for formal consideration of funding.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the DFP Program Manager will then conduct the mandatory criminal background check and assess the application about all program requirements. All eligible applications will be forwarded to the DFP Grant Review Committee for review according to the Grant criteria in an interview format with the applicant. The Committee may recommend approval, approval with conditions, denial, or deferral of an application. If the Committee recommends approval of an application for a Grant, it shall establish the CRA's maximum grant participation (a not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.

4. Final Agreement and Construction

Once the Committee recommends approval of an application, a Funding Agreement for such an application will be presented to the CRA for approval if funding is for more than \$5,000. The Executive Director of the CRA,

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by virtue of these guidelines, has the authority to approve and sign Funding Agreements on behalf of the CRA for assistance totaling \$5,000 or less. The Executive Director, at his or her discretion, may present any and all Funding Agreements to the CRA for approval. If approved for funding, the applicant (and property owner, if the tenant is the applicant) shall sign the required Funding Agreement. After the Funding Agreement has been executed on behalf of the CRA, the applicant may secure permission from the City to construct by securing appropriate building permits. Substantial modifications to final plans or change orders to construction documents that produce visible differences in the previously approved façade design will require review and approval of the DFP Grants Review Committee. Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the DFP Program Manager before the commencement of any work associated with the Grant.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Committee's approval and the Funding Agreement or if the applicant failed to obtain approval of such deviations from the Committee.

5. Construction Approval

On completion of construction, grantees shall submit proof of 100% completion and arrange for an on-site inspection by the DFP Program Manager to assure that the terms of the Funding Agreement have been honored. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the DFP Program Manager, the grantee will submit a request for reimbursement to the CRA, along with receipts for payment, lien releases by the contractor(s) and photographs of the completed work, based on the Funding Agreement. Reimbursements will be made according to City's accounting procedures. All work shall be permitted and inspected by the City, just as it would if not part of the DFP Program.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon certification of completion or occupation, and (2) upon verification by the DFP Program Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are not in accordance with the approved plans. The City's Permitting Division will make the final determination as to when the project is complete. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien releases, and evidence of payment of all expenses, including match. All Grant funds shall be issued to the grantee on a reimbursement basis only.

G. Program Guidelines and Criteria for Selection

The Community Redevelopment Agency ("CRA") will oversee the DFP. Specified Commercial and Residential Buildings will be eligible for funding for façade and/or building stabilization improvements. A determination of commercial or residential will be based on use so long as such use is allowed by city code including the land development code.

Funding is based on budget availability and will be considered on a "first come, first served" basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. However, no grants will be awarded retroactively, which means that funding will not be awarded for improvement work that commenced before the effective date of the Funding Agreement. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant's business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for DFP funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance

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with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA's discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, the results of the background check will be included in the documentation provided to the DFP Grant Review Committee for consideration as part of the application.

The DFP Grant Review Committee is comprised of a representative of the CRA designated by the CRA Executive Director, the City's Appearance Review Official, and the City's Historic Preservation Officer.

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

Program funds will be disbursed in the form of a grant with a limited repayment requirement. Should the façade and/or building stabilization improvements be removed, demolished, or not properly maintained for a minimum of three (3) years for commercial buildings or five (5) years for residential buildings following completion of the project, or changed without approval in writing by the CRA's Executive Director, or if the terms of the Funding Agreement have been violated, the funds may be considered a zero interest rate loan, the outstanding balance of which will be due and payable within thirty (30) calendar days. The amount of the outstanding balance will be determined by amortizing the full grant amount in monthly installments over a three-year (36 months) for commercial properties over a five-year (60 month) period for residential properties beginning on the date of execution of the Funding Agreement.

To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the DDB/CRA given just cause by the applicant (e.g. contractor delays, acts of God, etc.). All Grant funds shall be issued to the Grantee on a reimbursement basis only.

H. Available Funds

The CRA may from time to time at its discretion establish annual funding for the program.

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Recipients of the CRA's DFP assistance may also apply for the City's Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP). Applicants may qualify for the maximum funding allowed under each program. The Program Manager will work closely to ensure that there is no overlap between the proposed improvements. Minority/Women Entrepreneur Business Assistance Program (MEBA) recipients may also apply for DFP assistance. Recipients of the CRA's DFP assistance may also apply for the Retail Stimulus Program within the "Focus Areas. Applicants may qualify for the maximum funding allowed under each Committee.

I. Previous Participation in the Downtown Commercial and Residential Building Improvement Program

If the grantee received funding under the previous Downtown Commercial and Residential Building Improvement Program (DCRBIP) that grantee may submit an application three years after the executed agreement date for funding under the revised facade program. `

J. Disclosures

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

Applications will be governed by the DTO Façade Program guidelines starting on March 20th, 2024. Applicants that have submitted a completed application prior to March 20th, 2024 shall be governed by the Downtown Commercial and Residential Improvement Program guidelines.

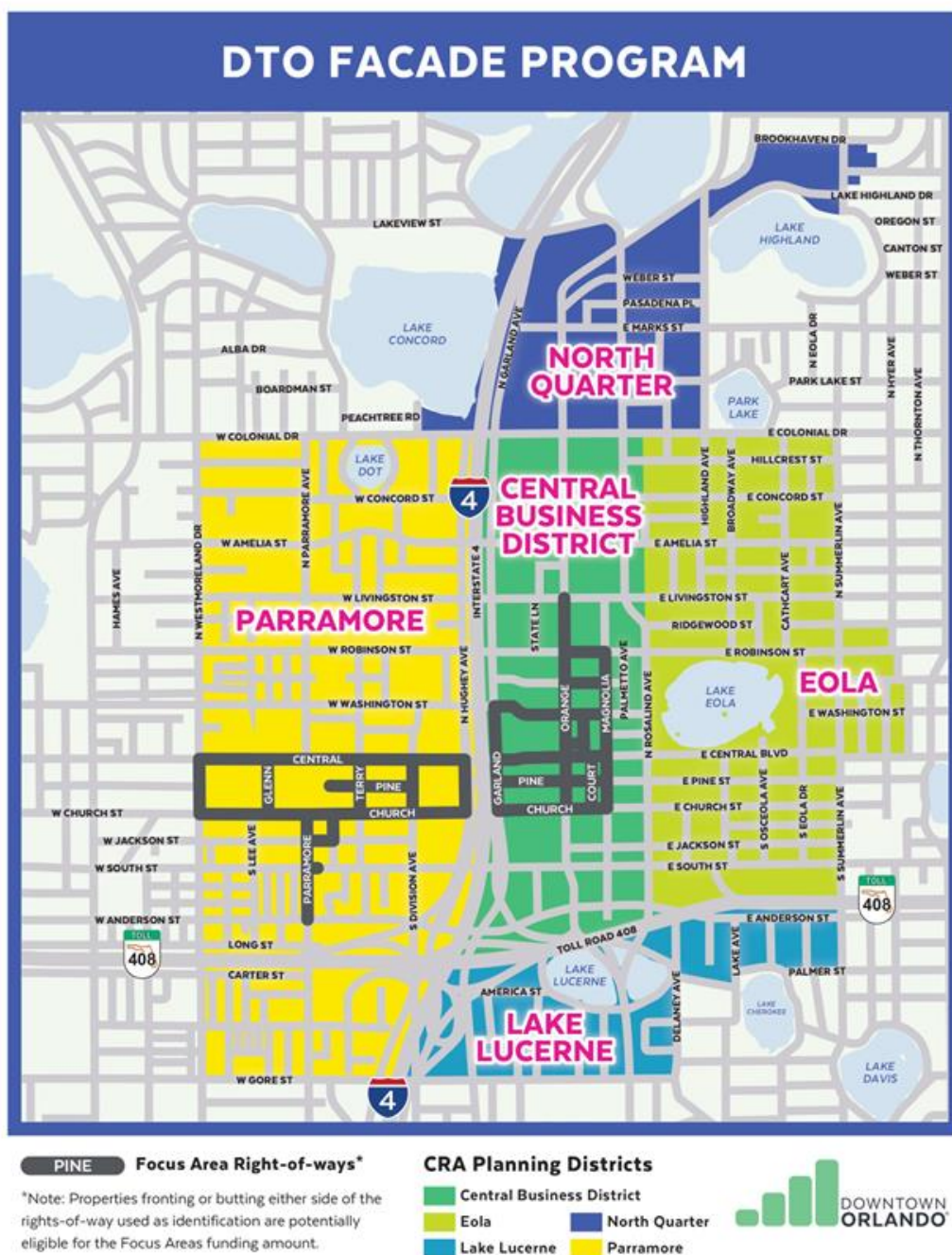


EXHIBIT “B”

Application for 741 W. Church Street
(attached separately and incorporated herein)