

1350 Baldwin Avenue  
Post Office Box 685  
DeFuniak Springs, FL 32435



Phone: (850) 892-8500  
Fax: (850) 892-8506  
[www.defuniaksprings.net](http://www.defuniaksprings.net)

**COMMUNITY REDEVELOPMENT AGENCY (CRA)  
REGULAR MEETING AGENDA  
1350 BALDWIN AVENUE, CITY HALL  
WEDNESDAY, MARCH 25, 2026  
5:00 PM**

- 1. CALL TO ORDER**
  - A. Invocation
  - B. Pledge of Allegiance
- 2. CONSENT AGENDA**
- 3. REGULAR AGENDA**
  - A. Addition/Deletion to the Regular Agenda
  - B. Approval of the Regular Agenda
  - C. City Manager K. Townsend
    1. Selection of Commission Chair and Vice-Chair
    2. Discussion/Direction on CRA Staffing
    3. By-Laws Revisions
    4. Discussion/Direction on Office Lease
    5. Discussion/Direction on Grant Programs
- 4. REQUEST TO BE ON THE AGENDA**
- 5. CITIZEN COMMENTS**
- 6. EXECUTIVE DIRECTOR COMMENTS**
- 7. COMMISSIONER COMMENTS**
- 8. ADJOURNMENT**

Florida Statute 286.0105. Notices of meetings and hearings must advise that a record is required to appeal. Each board, commission, or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of the meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that, if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or 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. The requirements of this section do not apply to the notice provided in s. 200.065(3). In accordance with Section 286.26, F.S., persons with disabilities may contact the City Clerk at [cityclerk@defuniaksprings.net](mailto:cityclerk@defuniaksprings.net) or 850-892-8500 ext. 1103.



**COMMUNITY  
REDEVELOPMENT AGENCY  
(CRA)**

Agenda Item Form



Meeting Date: March 25, 2026

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** No

**Time Required for Request:** 5 minutes

**Agenda Item Title:**

Selection of Commission Chair and Vice-Chair

**Attachment(s):**

None

**Brief Summary:**

The Commission needs to select a new Chair and Vice-Chair

**Action Requested:**

TBD though Commission Discussion

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

N/A

**Staff Recommendations/Comments:**



**COMMUNITY  
REDEVELOPMENT AGENCY  
(CRA)**

Agenda Item Form



Meeting Date: March 25, 2026

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 minutes

**Agenda Item Title:**

Discussion/Direction on CRA Staffing

**Attachment(s):**

None

**Brief Summary:**

The CRA is without an Executive Director. Discussion/Direction from the Commission, with input from the CRA Attorney, on how the Commission would like to proceed with staffing for the CRA.

**Action Requested:**

TBD though Commission Discussion

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

TBD

**Staff Recommendations/Comments:**



**COMMUNITY  
REDEVELOPMENT AGENCY  
(CRA)**

Agenda Item Form



Meeting Date: March 25, 2026

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 minutes

**Agenda Item Title:**

By-Laws Revisions

**Attachment(s):**

1. DFS CRA Bylaws (board adopted 4-24-24) (1)

**Brief Summary:**

Review the By-Laws to ensure applicability. Specifically, review when the Commission would like to hold their monthly meetings (Time & Date) and the purchasing authority of the Executive Director.

**Action Requested:**

TBD through Commission Discussion

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

N/A

**Staff Recommendations/Comments:**

**DEFUNIAK SPRINGS  
COMMUNITY REDEVELOPMENT AGENCY  
BY-LAWS**

**ARTICLE I**

**General Provisions**

1. The Community Redevelopment Agency of the City of DeFuniak Springs, Florida (hereafter "CRA") may, as deemed necessary adopt and operate under rules of procedure, provided that such rules are not contrary to the spirit and intent of Part III of Chapter 163 of the Florida Statutes, the Community Redevelopment Act of 1969.
2. The provisions of these By-Laws shall prevail in all geographical areas of the City of DeFuniak Springs that have been placed under the jurisdiction of the CRA pursuant to Part III of Chapter 163 of the Florida Statutes.
3. The principal office of the CRA shall be the Office of the Executive Director. All books and records of the CRA shall be open to the public for inspection in accordance with the laws of the State of Florida.
4. In accordance with Section 163.356, Florida Statutes, the City Council has appointed a board of commissioners as the governing board of the CRA. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners", or "CRA". An individual member of the CRA shall be referred to as a "Commissioner."
5. The Board of Commissioners may create necessary committees, from time to time, as shall be necessary to carry out the functions, purposes, and objectives of the Community Redevelopment Agency.

**ARTICLE II**

**Meetings**

1. **Regular Meetings.** The CRA shall hold a minimum of six (6) regular meetings per calendar year on a day and time to be designated by the CRA, such meetings to be held in the City Hall Council Chambers, located at 1350 Baldwin Avenue, unless a different place is specified by the CRA at least ten (10) days prior to a meeting.
2. **Special Meetings.** In addition to regularly scheduled meetings, special meetings of the CRA may be called for by call of the Chair of the CRA, or by call of any four (4) members. Notice of special meetings shall be sent to CRA members no less than twenty-four (24) hours prior to such meeting unless a waiver is signed by a majority of the CRA. The notice of such a meeting shall specify its purpose.
3. **Open Meetings.** In accordance with the laws of the State of Florida, all business of the CRA shall

be conducted at public meetings. No member of the CRA shall conduct or discuss business of the CRA with another member at any formal or informal meeting except upon reasonable notice, considering the circumstances, to the public of such meeting.

4. Quorum. A majority of the members of the CRA shall constitute a quorum. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law, or these By-Laws.
5. Adjourned Meetings. If any meeting cannot be organized because a quorum is not present, the members who are present may adjourn the meeting to a time certain and notice of the new meeting time shall be given to each CRA member, unless waived.
6. Cancelled Meetings. The Chair may cancel a scheduled meeting with at least 5 days' notice. Notice of cancellation shall be made by the City Clerk and the new meeting date shall be posted accordingly.
7. Agendas. Agendas shall be prepared for each meeting and posted in advance of meetings. Action taken at meetings shall be limited to agenda items and with a majority vote of the attending commissioners. Any item not on the agenda can be placed on the next agenda for discussion and/or action.
8. Annual Organizational Meetings. The first regularly scheduled meeting in September of each year shall be the annual organizational meeting of the CRA. Pursuant to the provisions of Part III of Chapter 163 Florida Statutes, the Board shall recommend to the City Council a Chair and Vice Chair to be appointed by the City Council of the City of DeFuniak Springs.

### ARTICLE III

#### Members

1. The Board of Commissioners of the Community Redevelopment Agency shall consist of five commissioners appointed by the City Council of the City of DeFuniak Springs.
2. The term of office shall be in accordance with Section 163.356 (2). ✓
3. Any vacancy shall be filled for the unexpired term by appointment of the City Council.
4. The members of the Board of Commissioners of the CRA shall serve without compensation but shall be entitled to the actual and necessary expenses, including traveling expenses incurred in the discharge of their duties.
5. In accordance with Section 163.356 (4), the City Council may remove a commissioner for inefficiency, neglect of duty or misconduct. Prior to removal, he or she must be given a hearing and a copy of charges within 10 days prior to such hearing. ✓

## ARTICLE IV

### Officer's Terms and Duties

1. Term. A Chair and Vice Chair must be chosen from the Board of Commissioners. The term of the Chair and Vice-Chair shall be one year.
2. Chair. The Chair shall preside over all meetings, shall execute all instruments in the name of the CRA and shall perform all other duties as may be required by the CRA.
3. Vice-Chair. The Vice-Chair shall, in the absence, disqualification, or disability of the Chair, or at the Chair's discretion, exercise all the functions of the Chair.
4. Secretary. The Secretary shall be the City Clerk of the City of DeFuniak Springs, or a secretary in the City Clerk's office designated by the City Clerk. The Secretary shall be the custodian of all books and records of the CRA and shall keep the minutes of all meetings, shall send out all notices of meetings, and shall perform such other duties as may be designated by the CRA.
5. Treasurer. The Treasurer shall be the Director of Finance of the City of DeFuniak Springs or the Director's designee. The Treasurer shall keep the financial records of the CRA's operating budget, shall keep full and accurate accounts of receipts and disbursements of the CRA, shall have custody of all operating funds of the CRA, shall render quarterly budget reports to the CRA, or more often if requested, shall assist the CRA in the preparation of a proposed budget, shall make and file all financial reports and statements necessary to be made and filed by the CRA and file such reports and statements with the Secretary of the CRA, and shall perform such other duties as may be required by the Board from time to time.

## ARTICLE V

### Employees

1. Executive Director. The CRA may employ an Executive Director to administer its business and operations. The Executive Director shall be the chief executive officer of the CRA. The Executive Director shall be responsible for carrying out the policies established by the CRA and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the CRA.
2. Employees. The CRA may hire and set compensation for necessary employees of the CRA, including contract employees, except as otherwise provided herein. Employees shall follow the City of DeFuniak Springs Human Resources Policies and Procedures.
3. Other Personnel. The CRA may hire, retain, and engage such other consultants, professionals, experts, attorneys, and specialists as it deems necessary.

## ARTICLE VI

### Fiscal Management

1. Fiscal Year. The fiscal year of the CRA shall begin on October 1 of each year and shall end on September 30 of each year.
2. Budget. Prior to July 30 of each year, the CRA shall approve a recommended budget for the succeeding fiscal year and forward it to the City Council for inclusion in annual budget report.
3. Accounting Practices. In accordance with the laws of the State of Florida, the CRA shall comply with all regulations of the State Department of Banking and Finance regarding uniform accounting practices and procedures for units of local government.
4. Annual Report. The CRA shall post on the CRA website and with the Auditor General on or before March 31 of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such calendar year.
5. Audit. Within six months after the end of each fiscal year, the CRA shall cause to be prepared an audit of the accounts and records of the CRA in accordance with the rules of the State Department of Banking and Finance. Such an audit shall be completed by an independent certified public accountant. Such an audit may be accomplished in conjunction with the City of DeFuniak Springs's annual audit, by the same certified public accountant. The audit report shall describe the amount and source of deposits into, and the amount and purpose of withdrawals from, the trust fund during such fiscal year and the amount of principal and interest paid during such year on any indebtedness to which increment revenues are pledged and the remaining amount of such indebtedness. The CRA shall provide, by registered mail, a copy of the audit report to each taxing authority contributing to the trust fund.
6. Cash Balance. Any cash balance in the trust fund shall be invested in accordance with the requirement of Florida Statutes.
7. Expenditures.
  - (a) No funds of the CRA shall be expended other than in accordance with the adopted CRA budget, the CRA Redevelopment Plan, any agreements for services that have been entered into between the City of DeFuniak Springs, Florida and the CRA, and the Community Redevelopment Act of 1969 as amended.
  - (b) All such expenditures shall be made only upon authorization by the Board or the Executive Director, when within the Executive Director's authority. An itemized expense set forth in the annual budget of the Agency shall be deemed to have been authorized by the Board.
  - (c) The Executive Director or the Executive Director's Designee shall have the authority to approve and execute all procurement-related purchase orders, contracts, contract amendments, contract renewals, and emergency purchases in the amount of \$999.99 or less. The Executive Director shall have the authority to execute all procurement-related purchase orders,

contracts, contract amendments, contract renewals, and emergency purchases of more than \$999.99 after approval by the CRA Board.

(d) The City of DeFuniak Springs's purchasing and finance procedures shall be utilized by the CRA for procuring goods and services. The CRA Board shall be substituted in all respects for the City Council and the Executive Director of the CRA shall be substituted in all respects for the City Manager when said procedures are used by the CRA.

**ARTICLE VII**

**Amendments**

These By-Laws may be amended at any regular or special meeting by an affirmative vote of three members of the CRA Commissioners present at such meeting.

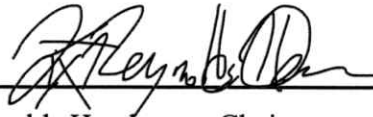
**ARTICLE VIII**

**Execution of Documents**

All documents executed by the CRA shall be executed by the Chair or Vice-Chair, with an attestation by the Secretary of the CRA.



\_\_\_\_\_  
Rafael Ali, City Clerk  
Secretary to the CRA



\_\_\_\_\_  
Reynolds Henderson, Chairman

April 25th, 2024

Dated



**COMMUNITY  
REDEVELOPMENT AGENCY  
(CRA)**

Agenda Item Form



Meeting Date: March 25, 2026

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 5 minutes

**Agenda Item Title:**

Discussion/Direction on Office Lease

**Attachment(s):**

1. 08272025 CRA Commercial Lease Agreement

**Brief Summary:**

The CRA leases office space at 694 Baldwin Avenue, DeFuniak Springs, Florida 32435 for \$900.00 per month with a lease term ending September 30, 2026.

**Action Requested:**

TBD through Commission Discussion

**Issue Overview:**

Background Information & Issue Summary:

**Financial Impacts:**

TBD

**Staff Recommendations/Comments:**

BOARD APPROVED

Date: 8-27-25

# Commercial Lease Agreement

CRA / Baldwin Avenue, LLC

---

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) shall be effective as of October 1, 2025 (“Effective Date”) between **Baldwin Avenue, LLC**, a Florida limited liability company, whose address is 1745 Walton Road, DeFuniak Springs, Florida 32433 (the “Landlord”), and **DeFuniak Springs Community Redevelopment Agency**, a governmental agency, whose mailing address is 694 Baldwin Avenue, Suite 4, DeFuniak Springs, Florida 32435 (the “Tenant” or “CRA”) (Landlord and Tenant are sometimes collectively referred to as “Parties” or “parties”).

WHEREAS, Landlord is the owner of that certain property located at 694 Baldwin Avenue, DeFuniak Springs, Florida 32435 (parcel ID: 25-3N-19-19070-000-9010) consisting of 6,586 square feet and comprised of multiple offices or units (“Property”);

WHEREAS, Landlord desires to lease a portion of the Property (defined as the Premises below), and Tenant desires to lease the same from Landlord under the terms and conditions set forth below.

NOW THEREFORE, the Parties for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree as follows:

1. **DESCRIPTION OF PREMISES.** Landlord hereby leases to the Tenant a portion of the Property described as **SUITE 4**, consisting of approximately **240 square feet** located in the northeast corner of the Property (“Premises”).

Tenant has inspected and approved the Premises and agrees that Tenant shall accept delivery of the Premises “AS IS”. Tenant further acknowledges and agrees that neither Landlord nor any agent of Landlord has made any representation or warranty, express or implied, concerning the Premises or which have induced Tenant to execute this Lease, except as expressly contained in this Lease.

2. **TERM OF LEASE.** The term of this Lease is one (1) year beginning on October 1, 2025, and terminating at 11:59pm CST on September 30, 2026 (“Term”). In the event that Tenant and Landlord desire to renew the Lease, the Lease may be renewed for an additional one (1) year term at a monthly rental amount and upon terms negotiated between Landlord and Tenant. Tenant shall provide no less than thirty (30) days’ notice prior to the end of the Lease Term to Landlord of the desire to renew. Unless Landlord or Tenant provides notice no less than thirty (30) days’ prior to the expiration of the Term of its intent to terminate this Lease, this Lease will automatically extend on a month-to-month basis following the expiration of the Term or any extension thereof. The failure of Tenant to remove all property and fully quit and surrender premises to Landlord will subject Tenant to additional Rent as a holdover tenant.

3. **AGREEMENT TO PAY RENT AND RELATED EXPENSES.**

A) **Payment of Rent.** The Tenant will pay Landlord the sum of Nine Hundred Dollars and No Cents (**\$900.00**) monthly beginning on **October 1, 2025** and on the first (1st) of each month thereafter for the Term of this Lease or extension thereof without notice or demand and without abatement, deduction or setoff, plus Florida sales tax (if applicable) in advance ("Rent"). Unless otherwise notified in writing All payments of Rent shall be paid by Tenant to Landlord at **694 Baldwin Avenue, Suite 1, DeFuniak Springs, Florida 32435.**

B) **Rent Related Expenses.**

(i) **Lease Sales Tax.** At the time of signing this Lease, Tenant is a governmental agency and, therefore, exempt from sales tax. In the event Tenant becomes subject to sales tax for any reason, Tenant shall pay to Landlord the applicable State of Florida (2%) and Walton County (1%) (currently 3% total) lease tax per month on all Rent due under this Lease and for all other items required by Florida law ("Tax"). Such Tax payments shall be paid in addition to the monthly Rent or other periodic payments due on or before the 20th day of each month. Landlord shall not be responsible for repaying Tenant any dealer sales tax credit, which it may receive by early payment of such sales tax.

(ii) **Personal Property Tax.** If applicable, Tenant shall pay and discharge as they become due, promptly and before delinquency, all personal property tax assessments of every kind and nature including, but not limited to, Walton County personal property taxes assessed against any fixtures, equipment and personal property owned by Tenant.

(iii) **Utilities.** The Landlord will pay for all utilities associated with the use of the Premises, including, but not limited to electricity, gas, water, sewer, and internet service.

C) **Late Fees, Interest and Landlord's Collection Expenses.** This Lease shall be subject to the Florida Local Government Prompt Payment Act, §§ 218.70-80, Fla. Stat.

4. **IMPROVEMENTS TO PREMISES.** All building remodeling, modifications, and improvements to be constructed by the Tenant on the Premises during the term of this Lease shall be approved in advance in writing by the Landlord. All alterations, improvements, changes, and additions made thereto shall be the property of the Landlord and the Tenant shall have only a leasehold interest therein subject to the terms hereof. Upon the termination of this Lease, whether by expiration or default of the Tenant, all alterations, improvements, changes, and additions shall remain unless the Landlord directs the Tenant to remove them and return the Premises to its original condition, which the Tenant shall do at his own expense.

5. **PAYMENT OF INSURANCE.**

A) **Public Liability Insurance & Contents Insurance.** The Tenant will obtain and maintain in good standing public liability insurance and contents insurance covering the Premises, its appurtenances and the sidewalks fronting thereon, and all fixtures, equipment and appliances located therein. The Tenant will maintain these policies at its own expense and shall not allow any policy to lapse for lack of payment or for failure to renew. Tenant shall not modify any such

insurance policy to reduce the current limits of coverage. **Each insurance company and the terms of the policy, including deductible amounts, are subject to Landlord's approval. All of these policies shall name the Landlord as an additional insured and loss payee.** No insurance provided under this Lease will be subject to cancellation or reduction of limits unless at least thirty (30) days' notice is given to Landlord.

i) **Public Liability Insurance Policy Amount.** Liability insurance covering all claims for which Tenant is responsible shall have a minimum limit of at least \$500,000.00, for the injury to or death of any one person, and a minimum of \$1,000,000.00 for the injury to or death of any number of persons in any one occurrence.

ii) **Other Insurance Policy Amounts.** The Tenant's Contents Insurance Policy covering the Premises and improvements shall be maintained in an amount sufficient to cover the value thereof.

B) **Proof of Insurance.** The Tenant will provide Landlord with certificates of the insurance within thirty (30) days of the Effective Date. Tenant shall notify Landlord immediately in the event any insurance policy lapses, is cancelled, or is modified. Tenant's failure to abide by this paragraph shall result in default of this Lease.

C) **Fire, Hazard, & Casualty Insurance.** The Landlord shall be responsible for obtaining and carrying Fire, Hazard, & Casualty Insurance policies covering the Property at Landlord's expense and in amounts determined by the Landlord in Landlord's sole, exclusive discretion.

6. **UNCONDITIONAL AND FULL GENERAL RELEASE OF LIABILITY.** Landlord shall not be liable for injury or damage to person or property occurring within or on the Premises, unless caused by or resulting from Landlord's gross negligence or intentional misconduct or that of its agents, servants, or employees in the operation or maintenance of the leased property or the building on such property. In consideration for permission to use the Premises, Tenant shall defend, indemnify, release, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the demised Premises or any part of the Property allocated to or used exclusively by Tenant or its agents, employees, or invitees. Tenant understands that this waiver includes any claims based on negligence, action, or inaction of the above parties. As a result of this indemnification, Tenant guarantees that it will reimburse Landlord for all expenses and suits arising out of this Lease provision or Tenant's use of the Premises, including but not limited to judgments, attorney's fees, and court costs.

7. **AGREEMENT FOR USE OF THE PREMISES.**

A) **Use of Premises.** The parties have inspected the Premises and confirm the physical condition is suitable for the Tenant's use as an office only and for no other purposes whatsoever without the written approval of the Landlord, the approval or denial of which may be withheld at the sole discretion of the Landlord.

i) **Waste, Nuisance, and Illegal Purpose Prohibited.** The Tenant shall not, or suffer to be committed, any waste of the Premises or Property. The Tenant shall not use the Premises or Property for any illegal purposes, any purpose that will increase the rate of insurance, or any purpose that creates a nuisance for Landlord or neighbors.

ii) **Compliance With All Laws.** During the term of this Lease, Tenant shall comply with all applicable laws affecting the Premises and Property, the breach of which might result in any penalty on the Landlord or forfeiture of Landlord's title to the Property. Tenant shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements thereon and any activity or condition on or in such Premises or Property.

B) **Care of Premises.** The Tenant shall, at its own expense, make all necessary repairs, and maintain the interior and exterior of the building and all appurtenances thereto in good, sanitary, neat order and condition. Tenant shall be obligated to make any repairs, replacements, or renewals of any kind. Tenant shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements thereon and any activity or condition on or in such Premises.

C) **Abandonment of Premises.** Tenant shall not vacate or abandon the Premises at any time during the term thereof; if Tenant shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to the Tenant and left on the Premises shall be deemed to be abandoned, at the option of the Landlord.

D) **Re-delivery of Premises.** The Tenant will redeliver the Premises, at the end of the Lease term, in as good condition as when received and in broom-swept condition, together with any permanent improvements and fixtures unless otherwise directed or approved by the Landlord.

E) **Destruction of Premises.** Should the Premises be damaged or destroyed, Landlord may, at Landlord's option, terminate the remaining term of the Lease or repair or rebuild the Premises. Rent due pursuant to this Lease shall be abated for the time and only to the extent Tenant is prevented from the use of the Premises in its entirety.

F) **Exercise of Eminent Domain.** In the event such portion as would render the Premises unsuitable for the Tenant's intended use shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate if agreed by the parties and expire as of the date of such taking, and Tenant shall thereupon be released from all liability thereafter accruing. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain as aforesaid, then in any such condemnation proceeding Landlord and Tenant shall be free to make claim against the condemning authority for the amount of any damage done to them, respectively as a result thereof.

G) **Landlord's Right of Entry.** Tenant shall permit Landlord and the agents and employees of Landlord to enter into and upon the Premises at all reasonable times with reasonable notice to Tenant for the purpose of inspecting the same, or for the purpose of posting notices of

non-responsibility for alterations, additions or repairs, without any rebate of Rent and without any liability to the Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, and shall permit Landlord and his agents and employees, at any time within the last six (6) months prior to the expiration of this Lease, to place on the Premises any usual or ordinary "For Lease" or "For Sale" signs and exhibit the Premises to prospective Tenants or purchasers at reasonable hours.

**H) Signs, Awnings, Marquees, Etc.** Any and all signs, awnings, marquees, and all other forms of advertising placed on or around the Premises are subject to the express written consent of the Landlord the approval or denial of which may be denied in the sole and absolute discretion of the Landlord. If approved by Landlord, Tenant shall be responsible for applying for and obtaining all necessary government approvals which shall strictly comply with the Landlord's approvals. Tenant shall remove any non-conforming sign, awning, or marquee, etc., within ten (10) days of receiving written notice from Landlord.

**I) Tenant's License for Access.** As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant a License in, under and across the Property for ingress, egress, and access to the Premises adequate for Tenant, its employees, and invitees to enter and exit the Premises at all times during the Term of this Lease (collectively, the "License"). The License provided hereunder shall have the same term as this Lease. Subject to the limits hereafter set forth, Tenant shall have a right to access to the Premises at all times during the Term of this Lease. Tenant acknowledges that the Premises being leased is located on the Property. Therefore, any access to the Premises shall be in accordance with the rules and regulations and policies of the Landlord regarding access to such Property.

**8. MECHANIC'S LIENS.** Tenant shall keep all of the Premises and every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's or labor liens or other liens for and arising out of or in connection with the work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of the Tenant, any alteration, improvement, or repairs or additions which Tenant may make or permit or cause to be made, or work or construction, by, for, or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant, and at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Landlord and all of the Premises and all buildings and improvements thereon against any such liens and claims of lien and suits or other proceedings pertaining thereto. Any mechanic's lien filed against the Premises, or the building of which the same form a part, for work claimed to have been done for, or materials claimed to have been furnished to Tenant, shall be discharged by Tenant within fifteen (15) days after notice by Landlord or by record notice, at Tenant's expense. If Tenant fails to discharge any such Mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by payment of the amount claimed or by procuring discharge of such lien by deposit in court or giving of security or in such other manner as may be prescribed by law. Any amount paid by Landlord to discharge any such lien, including all necessary disbursements, expenses and reasonable legal fees, with interest thereon at the rate of ten percent (10%) from the date of any payment, shall be repaid by Tenant to Landlord on

demand and, if unpaid, may be treated as additional rent. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that no lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises or any part thereof or any of the appurtenances or equipment.

9. **LANDLORD'S LIEN.** In addition to any other lien conferred on Landlord by law, Tenant grants to Landlord a security interest in the personal property of Tenant brought onto the Premises, to secure payment of the Rent and performance by Tenant of all covenants of Tenant under this Lease.

A) **Perfection of Lien.** On demand of Landlord, Tenant must execute and deliver financing statements and do all things for the creation and perfection of Landlord's security interest as may be required under the Uniform Commercial Code.

B) **Enforcement of Lien.** This lien may be enforced in the manner provided for enforcement of security interests under the Uniform Commercial Code.

10. **SUBORDINATION OF LEASE.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, or upon the Property and to any renewals, refinancing and extensions thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease. Tenant agrees that it will from time to time upon request of Landlord execute and deliver to such persons as Landlord shall request a statement that this Lease is unmodified and in full force and effect and further stating such other matters as Landlord shall require, including an acknowledgment that this Lease is subordinate to any mortgage, deed of trust, or other lien.

11. **LANDLORD'S REENTRY ON DEFAULT OR ABANDONMENT.** If Tenant abandons or vacates the Premises or is dispossessed for cause by Landlord before the termination of this Lease, or any renewal or extension of this Lease, Landlord may, on giving written notice to Tenant, declare this Lease forfeited and shall, in the event of forfeiture, make reasonable efforts to relet the Premises.

A) **Landlord's Damages.** Tenant shall be liable to Landlord for all damages suffered by reason of the forfeiture. Such damages shall include, but are not limited to, the following: (1) all actual damages suffered by Landlord until the Premises are relet, including reasonable expenses incurred in attempting to relet; and (2) the difference between the Rent received when the Premises are relet, and the Rent still owed under this Lease.

B) **Tenant's Promise to Pay for Damages.** Until the Premises have been relet, Tenant agrees to pay to Landlord, on the same day that Rent is due under this Lease, the actual damages suffered by Landlord after the last payment, either Rent or damages, was made. After the Premises have been relet, Tenant agrees to pay to Landlord, on the last day of each rental period, the difference between the Rent received for the period from reletting and the Rent reserved under this Lease for that period.

12. **HOLDING OVER.** If Tenant holds over after this Lease has terminated by cause of expiration of the term, Landlord will be entitled to twice the Rent for each calendar month or part of any calendar month included within the holdover period. If Tenant holds over after the Lease has terminated by cause other than expiration of the term, Tenant must pay the reasonable value for the use and occupancy of the Premises, calculated by the Rent, for each calendar month or part of any calendar month included within the holdover period. The obligations of Tenant under this Lease will apply during the holdover period regardless of termination of the Lease.

13. **DEFAULT OF LEASE.** Any of the following events shall be a default under this Lease:

A) Tenant's failure to pay the Rent agreed to be paid in whole or in part at the time specified and continuing for a period of ten (10) calendar days after the due date. The mere passage of time without payment by the due date will constitute a default, with no notice thereof being necessary.

B) Tenant's failure to observe and perform any covenant, condition, or agreement in this Lease, other than the payment of Rent, if such noncompliance continues five (5) calendar days after written notice from Landlord to Tenant specifying such failure and stating that failure to perform within fifteen (15) calendar days shall be a default under this Lease. If such noncompliance or essentially similar noncompliance occurs more than once within any Lease Year, then upon the second such noncompliance, Landlord may declare a default without further notice and opportunity to cure.

C) Tenant's default in any obligation to pay when due any debt to any person or entity arising out of the operation of the business or any money borrowed from any person or entity, if not cured within five (5) days after notice from Landlord.

D) The dissolution or liquidation of Tenant or disposal of all or substantially all of Tenant's assets.

E) Tenant's bankruptcy or insolvency or filing of any debt proceeding; Tenant takes or has taken against Tenant any petition in bankruptcy or for the appointment of a receiver for all or a portion of Tenant's assets, or Tenant files a petition for corporate reorganization or makes any assignment for the benefit of creditors, or if in any other manner Tenant's interest under the Lease shall pass to another by operation of law.

F) Any other event specified in this Lease to be an event of default.

14. **REMEDIES FOR DEFAULT.**

A) **Landlord's Remedies for Default.** In the event of default by the Tenant, Landlord will have the following cumulative rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

i) Landlord may declare all Rent installments for the remainder of the Lease Term to be immediately due and payable.

ii) To perform any act or do anything required under this Lease to be performed by the Tenant, and to recover the cost thereof from Tenant.

iii) To recover from the Tenant all expenses including reasonable costs and charges for repairs to the Premises, which amounts will become due when incurred and will become payable to Landlord on demand.

iv) Landlord, without terminating this Lease, may reenter and take possession of the Premises and sublease the Premises for the account of the Tenant, holding the Tenant liable for the difference in the Rent and other amounts actually paid by such sub-Tenant and the amount payable by Tenant under this Lease. Landlord may exclude and remove Tenant and all persons and contents from the Premises by force, summary proceedings or otherwise, without being liable to Tenant. Tenant shall remain liable for any damages sustained by Landlord, all reasonable costs, professional fees, and expenses incurred by Landlord in leasing the Premises to another tenant, and in collecting rentals from Tenant.

v) The Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the Rent and other amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Tenant under this Lease, including utilization of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenant and proceedings in forcible entry and detainer.

vi) The Landlord may terminate this Lease and exercise any right of remedy it may have in law or equity, or pursuant to the terms of this Lease.

**No notice shall be necessary to entitle the Landlord to exercise any remedy reserved to it, except as expressly required by this Lease. No remedy conferred upon or reserved to the Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute.**

**B) The Tenant's Remedies for Default.** In the event of default by Landlord, the Tenant will have the following cumulative remedies, rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

i) After ten (10) days from giving Landlord notice of any default by Landlord in writing, to perform any act or do anything required under this Lease to be performed by Landlord.

ii) To set off from the Rent any sum that the Tenant may reasonably incur to cure any breach of this Lease by Landlord so long as Landlord was given ten (10) days to cure the breach prior to Tenant's incurred expenses.

15. **ASSIGNMENT OF LEASE.**

A) **Assignment Generally Prohibited; Landlord's Right of Approval.** Tenant shall not assign this lease in whole or in part or sublet the whole or any part of the Premises or permit the use of the whole or any part of the Premises by any licensee or concessionaire, or encumber this Lease, without first obtaining the written consent of Landlord. Landlord enters this lease because of his or her confidence in Tenant to operate a first-class business on the Premises and Landlord reserves the right to disapprove, in Landlord's sole discretion, any assignment or sublease for any reason. Any assignment or sublease made without the Landlord's approval is void ab initio. Any approval given by Landlord does not waive the right to approve any future assignment or sublease of this Lease.

B) **Tenant's Continuing Liability.** Tenant will remain liable for the performance of this Lease regardless of any assignment, sublease, or license with or without the consent of Landlord.

16. **WAIVER OF NOTICE.** The Tenant specifically waives all notice to which they may be entitled under the laws of the State of Florida, including, but not limited to "the three (3) days' notice, in writing," requiring the payment of the Rent or possession of the Premises.

17. **MANNER OF GIVING NOTICE.** The parties agree that all notices under this Lease shall be effective when sent in writing, postage prepaid by U.S. mail as follows:

TO TENANT: DeFuniak Springs Community Redevelopment Agency  
694 Baldwin Avenue, Suite 4  
DeFuniak Springs, Florida 32435

TO LANDLORD: Baldwin Avenue, LLC  
1745 Walton Road  
DeFuniak Springs, Florida 32433

18. **GOOD TITLE AND QUIET ENJOYMENT.** Landlord represents that it has good title to the Premises and lawful authority to lease it. If the Tenant performs all agreements of this Lease that it is to perform, the Landlord agrees that the Tenant shall quietly hold and enjoy the Premises, subject to restrictions and easements of record and zoning regulations of any governmental authority.

19. **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of the Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

20. **WAIVER WITHOUT EFFECT.** The waiver by either party of, or the failure of either party to take any action with a respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent

breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

21. **AGREEMENT TO PAY LEGAL FEES.** The parties agree that in the event any action shall be taken by suit or otherwise for the enforcement of any rights under this Lease, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred therein, including attorney's fees.

22. **SEVERABILITY AND INTERPRETATION OF PROVISIONS.** The provisions of this Lease are severable. If any provision of this Lease is held invalid, the remaining provisions continue in effect. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law.

23. **PARTIES BOUND BY AGREEMENT.** The parties agree that this Lease shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns when permitted by this Lease.

24. **GOVERNING LAW.** Florida law governs this Lease.

25. **DETERMINATION OF VENUE.** In the event any dispute arises concerning this Lease, the parties agree that any lawsuit ensuing from such dispute must be filed in the circuit court in and for Walton County, Florida. The parties to this Lease herein expressly waive the right to contest any issues regarding venue or in personam jurisdiction and agree in the event of litigation to submit to the jurisdiction of the circuit court in and for Walton County, Florida.

26. **MODIFICATION OF LEASE.** The Lease may not be modified except in a writing signed by both parties.

27. **USE OF CAPTIONS IN LEASE.** Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

28. **RADON GAS NOTIFICATION.** **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

29. **ACKNOWLEDGMENT OF NOTICE.** By signing this Lease agreement, the parties acknowledge full receipt and understanding of all lease provisions of the Lease.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year first written above.

Amy M. Thacker  
Witness  
Amy M. Thacker  
Printed Name of Witness

Michele L. Hodges  
Witness  
Michele L. Hodges  
Printed Name of Witness

Amy M. Thacker  
Witness  
Amy M. Thacker  
Printed Name of Witness

Michele L. Hodges  
Witness  
Michele L. Hodges  
Printed Name of Witness

[Signature]  
CRA Secretary

[Signature]  
CRA Chairman

**TENANT:**

DeFuniak Springs Community  
Redevelopment Agency

[Signature]  
By: Joshua R. Ervin  
Its: Executive Director

**LANDLORD:**

Baldwin Avenue, LLC, a Florida limited  
liability company

[Signature]  
By: Letha Hinote  
Its: Managing Member





# COMMUNITY REDEVELOPMENT AGENCY (CRA)

Agenda Item Form



Meeting Date: March 25, 2026

Department: Administration

**Presenter:**

Koby Townsend, City Manager

**Request Type:** Action Item

**Does this item require legal review?** Yes

**Time Required for Request:** 10 minutes

**Agenda Item Title:**

Discussion/Direction on Grant Programs

**Attachment(s):**

None

**Brief Summary:**

The CRA has six grant programs:

- Income-Based Hazardous Tree Removal Grant
- Income-Based Roofing Improvement Grant
- Residential Development Incentive Grant
- Residential Site and Building Improvement Grant
- Commercial Site and Building Improvement Grant
- Site Cleanup Grant

The Grants and associated purpose are on the CRA page:

<https://www.defuniaksprings.net/1251/Community-Redevelopment-Agency-CRA>

**Action Requested:**

TBD through Commission Discussion

**Issue Overview:**

Background Information & Issue Summary:

Financial Impacts:  
TBD

Staff Recommendations/Comments: