

FAÇADE GRANT FUNDING AGREEMENT

THIS FAÇADE GRANT FUNDING AGREEMENT (hereinafter "AGREEMENT") is made by and between the City of Alachua Community Redevelopment Agency (hereinafter "CRA") and Gussie Lee (hereinafter "GRANT RECIPIENT") this ____ day of ____, 2019.

RECITALS

WHEREAS, GRANT RECIPIENT has demonstrated a desire to rehabilitate the physical, economic, and aesthetic appeal of a business and all the Property located at 14954 Main Street, within the CRA Area (hereinafter "PROPERTY"); and

WHEREAS, GRANT RECIPIENT has agreed to rehabilitate the façade(s) of the PROPERTY in accordance with the plans and materials provided in GRANT RECIPIENT's Business Façade Grant Program Application (hereinafter "APPLICATION"), attached hereto as Exhibit A; and

WHEREAS, the rehabilitation of the PROPERTY directly and indirectly relates to implementing the City of Alachua CRA Amended Community Redevelopment Plan and the CRA Market Study and Economic Development Implementation Plan; and

WHEREAS, on September 10, 2018, the CRA authorized \$20,000 of budgeted CRA "Grants and Aids" funds for the renovation of PROPERTY in accordance with the terms and conditions of the Business Façade Grant Program (hereinafter "PROGRAM"); and,

WHEREAS, on March 11, 2019, the CRA approved awarding a business façade grant (hereinafter "GRANT") to GRANT RECIPIENT in an amount not to exceed \$589.61; and,

WHEREAS, the CRA and GRANT RECIPIENT by this AGREEMENT provide for the commitments of CRA and GRANT RECIPIENT to further the purposes stated herein.

THEREFORE, in consideration of the mutual covenants of this AGREEMENT, CRA and GRANT RECIPIENT agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are incorporated into this AGREEMENT.

SECTION 2. Authority. This AGREEMENT is entered pursuant to the provisions of Chapter 163, Part III, Florida Statutes; and other applicable provisions of law.

SECTION 3. Funding. GRANT RECIPIENT agrees and acknowledges that funding this GRANT is contingent upon cash availability of Tax Increment Revenues allocated to the CRA. The CRA has no obligation to encumber or expend any funds unless and until such funds are received for the CRA.

SECTION 4. Covenants of CRA. CRA agrees to, as herein provided, reimburse GRANT RECIPIENT in an amount not to exceed \$589.61, for the Façade PROJECT (hereinafter "PROJECT") located at PROPERTY upon completion of PROJECT.

SECTION 5. Covenants of GRANT RECIPIENT. GRANT RECIPIENT agrees:

- A. To improve PROPERTY in accordance with the plans and materials provided in GRANT RECIPIENT's APPLICATION, attached hereto as Exhibit A.
- B. To complete and submit to the CRA the Business Façade Grant Program Request for Reimbursement Form (hereinafter "REIMBURSEMENT FORM"), attached hereto as Exhibit B, to document all PROJECT payments and expenses in the form of copies of any and all payments

and invoices related to the PROJECT as an attachment to REIMBURSEMENT FORM.

- C. To keep the PROPERTY maintained and not make any substantial changes to the PROJECT improvements without approval by the CRA for two years after the completion of the PROJECT.
- D. To comply with to the terms specified in the adopted Business Façade Grant Program Policies and Procedures (hereinafter "POLICIES AND PROCEDURES") attached hereto as Exhibit C.

SECTION 6. Method of Payment.

- A. GRANT RECIPIENT shall receive funds in the form of reimbursement payment. CRA shall disburse the reimbursement based on paid invoices attached and listed on a REIMBURSEMENT FORM submitted to CRA by GRANT RECIPIENT. Reimbursement shall be provided only for expenses related to the PROJECT as described in the plans and materials provided in GRANT RECIPIENT's APPLICATION attached hereto as Exhibit A. Modifications to these plans are only eligible for reimbursement if prior approval is received from the CRA Executive Director or CRA.
- B. The REIMBURSEMENT FORM and all required documentation of all PROJECT costs shall be submitted by GRANT RECIPIENT after AGREEMENT is fully executed and PROJECT is complete.
- C. GRANT RECIPIENT must provide documentation of all PROJECT costs including cancelled checks, detailed invoices, paid receipts, and signed statement attesting to the PROJECT costs incurred.
- D. Invoices shall describe with reasonable detail each expense incurred, the date thereof, check number and amount of expense.
- E. GRANT RECIPIENT must provide proof of payment for PROJECT improvements and appropriate documentation or data to support charges. Documentation supporting all expenses shall be attached to REIMBURSEMENT FORM.
- F. The REIMBURSEMENT FORM shall contain the signature of GRANT RECIPIENT and shall constitute GRANT RECIPIENT's representation to the CRA of the following:
 - i. The expenses incurred listed on the REIMBURSEMENT FORM have reached the total allowed by the PROGRAM and have been incurred in accordance with the terms and conditions of the Program;
 - ii. All incurred PROJECT expenses have been paid in full by the GRANT RECIPIENT ; and,
 - iii. No reimbursement requested has been submitted to or previously reimbursed by any other public or private organization or person.
 - iv. That all representation on the Reimbursement Forms, including all attachments to it, are true and correct.
- G. GRANT RECIPIENT agrees and understands that in order to be eligible for reimbursement funding all amounts requested on REIMBURSEMENT FORM must have been paid by GRANT RECIPIENT. Payment means that the items requested for reimbursement have been paid by delivery to the payees either by hand delivery or by depositing into United States mail. Undelivered disbursements of GRANT RECIPIENT will not be eligible for reimbursement by CRA under any circumstances. CRA reserves the right to require further documentation prior to payment or to verify evidence of completion for an item submitted, in CRA's sole discretion.
- H. Invoices and expenses initiated by GRANT RECIPIENT and submitted with the REIMBUREMENT FORM must comply with the terms of this AGREEMENT and POLICIES AND PROCUDURES.
- I. GRANT RECIPIENT shall submit REIMBURSEMENT FORM by U.S. Mail postmarked on or before September 11, 2019 or by hand delivery to CRA staff at (City Hall, located at 15100 NW 142nd Terrace, Alachua, FL, 32615, on or before September 11, 2019. REIMBURSEMENT FORMS mailed to CRA shall be sent to the following address:
City of Alachua
Attn: CRA Coordinator
P.O. Box 9
Alachua, FL 32616-0009

SECTION 7. Default. Should GRANT RECIPIENT violate any of the above covenants in this Agreement including covenants in Exhibit A, B, and C attached hereto, GRANT RECIPIENT shall be subject to all remedies set forth in Exhibit C and may be excluded in the CRA's sole discretion from receiving reimbursement or from participation in future grants.

SECTION 8. Term. Unless extended by mutual Agreement by CRA and GRANT RECIPIENT, or unless otherwise provided herein, this AGREEMENT shall be for a period not exceed six (6) months starting the date executed by the CRA Executive Director and shall expire on September 11, 2019.

SECTION 9. Effective Date. AGREEMENT shall be effective upon the date of the last signature on it.

SECTION 10. Severability. If any provision of AGREEMENT is declared void by a court of law, all other provisions will remain in full force and effect.

SECTION 11. Exhibits. All exhibits attached to this AGREEMENT are incorporated in and made part of AGREEMENT by reference.

SECTION 12. Amendment. Any amendment of this AGREEMENT shall be by mutual agreement in writing and shall be signed by recipient and approved by the CRA.

SECTION 13. Independent Parties. GRANT RECIPIENT is acting as an independent and separate party and not as an agent, employee, partner, joint venturer, or associate of CRA. GRANT RECIPIENT is solely responsible for the means, method, technique, sequence and procedure utilized by GRANT RECIPIENT in the full performance of AGREEMENT.

GRANT RECIPIENT:

Name: Gussie Lee

Title: Owner and Applicant

Date: 2/28/2019

Signature:

Gussie M. Lee

GRANT RECIPIENT WITNESS:

Name: Chelsea Bakaitis

Title: CRA COA Coordinator

Date: 2/28/2019

Signature:

Chelsea Bakaitis

Exhibits:

EXHIBIT A- BUSINESS FAÇADE GRANT PROGRAM APPLICATION

EXHIBIT B- BUSINESS FAÇADE GRANT PROGRAM REQUEST FOR REIMBURSEMENT FORM

EXHIBIT C- BUSINESS FAÇADE GRANT PROGRAM POLICIES AND PROCEDURES

CITY OF ALACHUA CRA:

Adam Boukari

CRA Executive Director

Date:

Signature:

CITY OF ALACHUA WITNESS:

Name:

Title:

Date:

Signature: