

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 _____ (hereinafter "GRANT RECIPIENT") this ____ day of _____, 2019.

RECITALS

WHEREAS, GRANT RECIPIENT has demonstrated a desire to rehabilitate the physical, economic, and aesthetic appeal of business and all the property located at **14911 Main Street, Alachua, FL 32615** and **14040 NW 148th Place, Alachua, FL 32615**, 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 **September 9, 2019**, the CRA approved awarding a business façade grant (hereinafter "GRANT") to GRANT RECIPIENT in an amount not to exceed **\$2,307.05**; 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 **\$2,347.05**, 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;
 - iii. No reimbursement requested has been submitted to or previously reimbursed by any other public or private organization or person; and,

- 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 REIMBURSEMENT FORM must comply with the terms of this AGREEMENT and POLICIES AND PROCEDURES.
- I. GRANT RECIPIENT shall submit REIMBURSEMENT FORM by U.S. Mail postmarked on or before **March 9, 2020** or by hand delivery to CRA staff at (City Hall, located at 15100 NW 142nd Terrace, Alachua, FL, 32615, on or before **March 9, 2020**. 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 **March 9, 2020**.

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: RICK ROBERTSON
 Title: Applicant PRESIDENT
 Date: 8/5/2019
 Signature: Rick Robertson

GRANT RECIPIENT WITNESS:

Name: Joye Emerson
 Title: Building Assistant
 Date: 8-5-2019
 Signature: Joye Emerson

CITY OF ALACHUA CRA:

Adam Boukari
CRA Executive Director
 Date:
 Signature:

CITY OF ALACHUA WITNESS:

Name:
 Title:
 Date:
 Signature:

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



ALACHUA CRA

COMMUNITY REDEVELOPMENT AGENCY

Business Façade Grant Program Application

CONTACT INFORMATION:

Applicant Information

Applicant name: Rick Robertson CONESTOGAS REST INC.
Mailing Address: P.O. BOX 117, ALACHUA, FL 32616

Phone/Cell #: 386-462-0894
Email: Mr@atlantic.net

Property Owner Information

If the applicant is not the property owner, a Property Owner Authorization Form must be completed and submitted with this Application.

Property Owner Name: Rick Robertson
Mailing Address: SAME

Phone/Cell #: SAME
Email:

Business Owner Information

Business Owner Name:
Mailing Address:

Phone/Cell #:
Email:

City Local Business Tax Receipt Number:

SITE IDENTIFICATION AND HISTORY

Name of business or site: CONESTOGAS RESTAURANT INC

If property is not occupied will it be occupied upon completion of the project?

Location Address: 14911 MAIN ST. 1

Year building was constructed:

Tax Parcel Number:

Existing Use: RENTAL

Proposed Use: RENTAL

What is the current condition of the building façade? Response may be separately attached.

AWNING COVERS ARE OVER 10 YEARS OLD
FADED & TORN.

REPLACE DOOR / SARAH BEAVERS BUILDING
DOOR IS OLD & FALLING APART
SCOPE OF WORK

Provide a 1-2 paragraph summary of the proposed improvements and how the proposed improvements will enhance the Community Redevelopment Area. Response may be separately attached.

REPLACE 5 AWNING COVERS ON EXISTING FRAMES

REPLACE 1 DOOR ON 14911 MAIN ST SUITE 102
SUE BEAVERS LEASE

REQUIRED MATERIALS TO SUBMIT WITH APPLICATION

Please include the following attachments with your application before you submit:

- ☒ Current photos of building and issues that will be resolved under the Program.
- ☐ Signed and sealed plans (if required by City Building Department for the type of work proposed).
- ☒ Sketches, drawings, plans or architectural renderings which clearly depict the proposed improvements.
- ☒ Information regarding project components such as color swatches, pictures of added features, etc.
- ☒ Proof property taxes are current.
- ☒ A copy of Local Business Tax Receipt.
- ☒ Proof property is current in utility bills.
- ☒ Copy of a lease or rental agreement that indicates building will be occupied after rehabilitation (if applicable).
- ☒ Two written contractor estimates if purchase or labor is \$1,000 or greater (staff will review for reasonableness of cost).

Provide within the budget table below a description of project components (material and labor only) and the estimated cost of each component. Attach supporting documentation, quotes, and estimates to this application. Grantees will be reimbursed for 50% of the actual project costs, up to a maximum of \$5,000. Any change to the project budget and scope must be approved prior to work in order to be eligible for reimbursement. An example of how to fill out this table is located at the bottom of this page.

[illegible]

Notes:

EXAMPLE BUDGET TABLE

DESCRIPTION	ESTIMATED COST
Window Replacement Contractor's Estimate (labor & materials)	\$4,000
Paint (materials)	\$1,000
2- Replacement glass light fixtures (materials)	\$400
PROJECT TOTAL	\$5,400

SIGNATURE PAGE

I, Rick Robertson, attest under penalty of perjury that the information contained in this City of Alachua CRA Application for Façade Grant is true and correct to the best of my knowledge. I understand that the Alachua CRA Business Façade Grant Program benefits are contingent upon funding availability and Alachua CRA approval and are not to be construed as an entitlement or right of a property owner or Applicant. Properties within the designated Alachua CRA boundary are not eligible for grant-funded programs when the work proposed to be funded would conflict with the goals expressed in the CRA Amended Community Redevelopment Plan. I understand that all improvements funded by any grant awarded must be consistent with the information submitted with this application and considered by the CRA. I have received and reviewed the Business Façade Grant Program Policies and Procedures (the "Procedures") and I agree that all work and activities funded by any grant award will be done in accordance with the Procedures. I further agree to comply with the Florida Public Records Law Requirements attached as Exhibit C to the Procedures for all labor and materials paid for by the grant award. I further understand that I am responsible for providing construction documents and obtaining any permits required for the proposed work, and hold harmless the City of Alachua CRA for any damage associated with this Application or the Alachua CRA Business Façade Grant Program.

Rick Robertson

Signature of Applicant

Rick Robertson

Typed or printed name and title of applicant

5/29/19

Date

Signature of Co-applicant

Typed or printed name of co-applicant

Date

State of

Florida

County of

Alachua

The foregoing application is acknowledged before me this 29 day of May, 2019 by Rick Robertson, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

JOYE ELLEN EMERSON

Commission # GG 210360

Expires August 22, 2022

Bonded Thru Budget Notary Services



Signature of Notary Public, State of

Joye Ellen Emerson
Florida



2018 Roll Details — Real Estate Account At 14040 NW 148TH PL

Print this page

Real Estate Account #03611 000 000



Parcel details



Latest bill



Full bill history

2018 4 installments	2017 4 installments	2016 4 installments	2015 4 installments	...	2002
PAID	PAID	PAID	PAID		PAID

Installment 1 Paid	Installment 2 Paid	Installment 3 Paid	Installment 4 Paid
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Get Bills by Email

PAID 2019-03-13 \$285.63

Receipt #18-0127369

Owner: ROBERTSON, RICKY L & DONNA J

PO BOX 117

ALACHUA, FL 32616-0117

Situs: 14040 NW 148TH PL

Account number: 03611 000 000

Alternate Key: 1013413

Millage code: 1700

Millage rate: 22.5620

Assessed value: 44,500

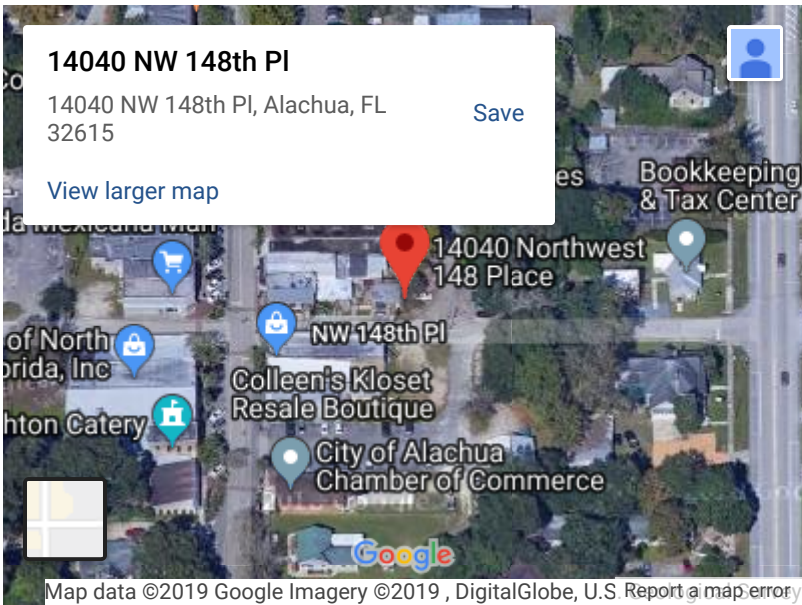
School assessed value: 44,500

Unimproved land value: 30,500

Flags



Installments



Location is not guaranteed to be accurate.

Property Appraiser

2018 Installment bill #4



View

Ad valorem: \$1,004.02

Non-ad valorem: \$138.09

Total Discountable: 1142.11

No Discount NAVA: 0.00

Total tax: \$1,142.11

Legal description

OLMSTEAD SURVEY PB C-79B S 61 FT OF W 175 FT OF LOT 3 BK 1 LESS W 75 FT OR 3176/0849

Location

Book, page, item: 3176-849-

Geo number: 15-08-18-03611000000

Range: 18

Township: 08

Section: 15

Neighborhood: 233200.52

Use code: 01700

Total acres: 0.140





2018 Roll Details — Real Estate Account At 14901 MAIN ST

Print this page

Real Estate Account #03613 001 000



Parcel details



Latest bill



Full bill history

2018 4 installments	2017 4 installments	2016 4 installments	2015 4 installments	...	2002 4 installments
PAID	PAID	PAID	PAID		PAID

Installment 1 Paid	Installment 2 Paid	Installment 3 Paid	Installment 4 Paid
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Get Bills by Email

PAID 2019-03-13 \$1,749.64

Receipt #18-0127490

Owner: ROBERTSON, RICKY L & DONNA J

PO BOX 117

ALACHUA, FL 32616-0117

Situs: 14901 MAIN ST

Account number: 03613 001 000

Alternate Key: 1013415

Millage code: 1700

Millage rate: 22.5620

Assessed value: 299,500

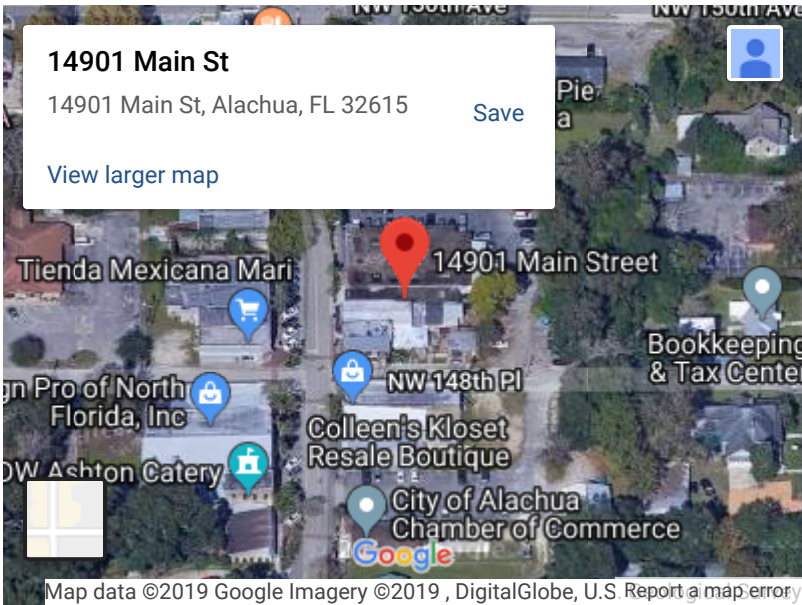
School assessed value: 299,500

Unimproved land value: 88,900

Flags



Installments



Location is not guaranteed to be accurate.

Property Appraiser

2018 Installment bill #4



View

Ad valorem: \$6,757.32

Non-ad valorem: \$416.79

Total Discountable: 7174.11

No Discount NAVA: 0.00

Total tax: \$7,174.11

Legal description

COM SW COR BLK 1 N 61 FT POB N 127 FT E 175 FT S 127 FT W 175 FT POB OR 1864/0629

Location

Book, page, item: 1864-629-

Geo number: 15-08-18-03613001000

Range: 18

Township: 08

Section: 15

Neighborhood: 233200.52

Use code: 01600

Total acres: 0.510



Exhibit "A" to
Robertson Facade Grant Agreement



P.O. Box 485
High Springs, FL 32655
Ph: 386-454-7775 Fax: 386-454-2924
www.tentdoctor.com
email: tentdoctor@windstream.net

Date: 5-14-19

NAME: Rick Robertson for: Amira Builders, Sarah Beavers office, Rainbow office and Rick office
ADDRESS: rlr@atlantic.net
CITY:
STATE:
PHONE: 352-363-9878 rlr@atlantic.net

Rec 5/14/19
AK

PROPOSAL

TYPE	Replacement cover for: Amira Builders old bank building ** (traditional)
	Replacement cover for: Rick's office behind bldg. ** (traditional)
	Replacement cover for: Sarah Beavers office: (waterfall)
	Replacement cover for: Rainbow office: (waterfall)
	Total for all four: \$1523.00 + 106.61 = \$1629.61

FABRIC Sunbrella, black
VALANCE Straight edge with hem.

SPECIAL INSTRUCTIONS**

Amira Builders, Sarah Beavers and Rainbow office are the same price)
Choice of color price: \$395.00 + 27.65 tax + \$422.65
Office Building: Choice of color price: \$338.00 + 23.66 tax = \$361.66
-\$814.80 down to start job.

**50% DOWN REQUIRED TO START. BALANCE DUE AT INSTALLATION. PERMIT/ENGINEERING EXTRA IF REQUIRED.

1629.61
+ 2514.50
4144.11

Price quotes are valid for 30 days. As the material necessary to fill this order is custom made, it is understood and agreed that this order is not subject to cancellation except as noted below. It is further understood and agreed that if the Buyer breaches this contract prior to installation for any reason whatsoever, the Buyer will pay to the Tent Doctor, Inc., a sum of not less than fifty (50) percent of the total selling price herein agreed upon to be paid, as fixed, liquidated and ascertained, damages without proof of loss or damages.

We further agree that the Seller shall not be responsible for loss or delay, due to strikes, fires, accidents or other causes including failure of dependent third parties, beyond its control.

This instrument shall become binding on Tent Doctor, Inc. upon the acceptance thereof by Tent Doctor, Inc. or upon commencing performance of work; it being understood that this instrument upon such acceptance, contains all and the only agreements between Tent Doctor, Inc. and that no representatives of Tent Doctor, Inc. has made any representations, warranties or agreements oral or written, modifying or adding to, the terms and conditions herein set forth on the copy.

It is further understood and agreed by the parties thereto that if any payment as here and elsewhere set forth is not made in accordance with the terms hereof, the purchaser agrees to pay all cost of collection including reasonable attorney's fee.

Special conditions: Buyer agrees to pay the company installer with a check the total "balance due" at the time and date of installation. Any violation of this agreement with regard to payment, the Buyer agrees to pay daily interest at a rate of 18% annum on the balance due. The seller may exercise his right to lien if the balance due plus interest is not paid within 30 days thereafter. Buyer and seller agree that the attached worksheet(s), if any, are part of this contract.

DATE: ___/___/___

BUYER SIGNATURE: _____

PLEASE PRINT NAME: _____

Thank you for calling Tent Doctor, Inc.

Exhibit "A" to
Robertson Facade Grant Agreement

The



P.O. Box 485
High Springs, FL 32655
Ph: 386-454-7775 Fax: 386-454-2924
www.tentdoctor.com
email: tentdoctor@windstream.net

Date: 5-14-2019

NAME: Rick Robertson for Julie's Pins & Needles
ADDRESS: rlr@atlantic.net
CITY:
STATE:
PHONE: 352-363-9878 rlr@atlantic.net

Rec 5/14/19

PROPOSAL

TYPE	Replacement cover for existing awning on Julie's Pins and Needles
WIDTH	Approx. 48' wide
PROJECTION	
DROP	
VALANCE	Straight edge with hem.
BINDING	
FABRIC	Sunbrella: First choice Seagrass green. Second choice Erin green.
ACCENT COLOR	
LETTERING	

SPECIAL INSTRUCTIONS**

Price: ~~\$2350.00~~ + 164.50 tax = \$2514.50

There may be an extra charge to remove the metal panel that was placed under the awning so we can access property. If so, will bill on final invoice.

--\$1257.25 down to start job.

****50% DOWN REQUIRED TO START. BALANCE DUE AT INSTALLATION. PERMIT/ENGINEERING EXTRA IF REQUIRED.**

Price quotes are valid for 30 days. As the material necessary to fill this order is custom made, it is understood and agreed that this order is not subject to cancellation except as noted below. It is further understood and agreed that if the Buyer breaches this contract prior to installation for any reason whatsoever, the Buyer will pay to the Tent Doctor, Inc., a sum of not less than fifty (50) percent of the total selling price herein agreed upon to be paid, as fixed, liquidated and ascertained, damages without proof of loss or damages.

I/We further agree that the Seller shall not be responsible for loss or delay, due to strikes, fires, accidents or other causes including failure of dependent third parties, beyond its control.

This instrument shall become binding on Tent Doctor, Inc. upon the acceptance thereof by Tent Doctor, Inc. or upon commencing performance of work; it being understood that this instrument upon such acceptance, contains all and the only agreements between Tent Doctor, Inc. and that no representatives of Tent Doctor, Inc. has made any representations, warranties or agreements oral or written, modifying or adding to, the terms and conditions herein set forth on the copy.

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Special conditions: Buyer agrees to pay the company installer with a check the total "balance due" at the time and date of installation. Any violation of this agreement with regard to payment, the Buyer agrees to pay daily interest at a rate of 18% annum on the balance due. The seller may exercise his right to lien if the balance due plus interest is not paid within 30 days thereafter. Buyer and seller agree that the attached worksheet(s), if any, are part of this contract.

DATE: ____ / ____ / ____

BUYER SIGNATURE: _____

BOY'S AWNING SERVICE

2808 N.E. 21st Way
GAINESVILLE, FL 32609
(352) 375-6700

SOLD BY	DATE
NAME	5/16/2019
ADDRESS	PHONE
CITY	

☐ CASH ☐ CHARGE ☐ MERCHANDISE RETURNED
☐ C.O.D. ☐ PAID OUT ☐ PAID ON ACCOUNT

QTY	DESCRIPTION	PRICE	AMOUNT
(1)	Long black		
2	7 JULIES PINS!	\$ 3.150	
3	ERIN GREEN		
4			
(2)	1/4 dome (black)	\$ 8.10	
5			
(3)	13' WIDE FLAT		
6	(black)	\$ 7.75	00
7			
(4)	6' 0.05 54" (black)	12.10	00
8	dog groomer		
9			
(5)	office flat	7.10	00
10			
11			
12			
13			
14			
15			
16			
RECEIVED BY	TOTAL		\$ 66.55 00

THANK YOU

Exhibit "A" to
Robertson Facade Grant Agreement



Exhibit "A" to
Robertson Facade Grant Agreement



Exhibit "A" to
Robertson Facade Grant Agreement



Exhibit "A" to
Robertson Facade Grant Agreement

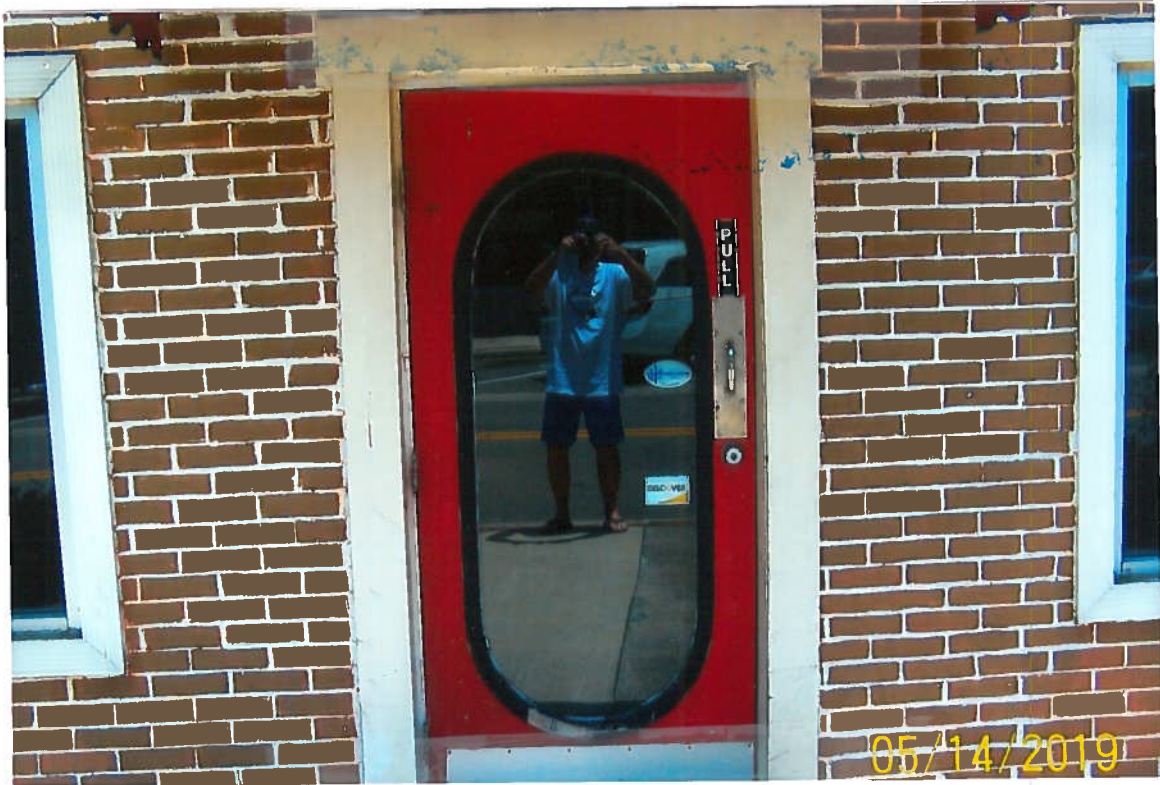


Exhibit "A" to
Robertson Facade Grant Agreement



Exhibit "A" to
Robertson Facade Grant Agreement



05/20/2019

Conestogas Awning Colors

From : rlr@atlantic.net

Mon, May 20, 2019 10:03 AM

Subject : Conestogas Awning Colors

 2 attachments

To : CHELSEA BAKAITIS CRA <cbakaitis@cityofalachua.org>

Chelsea, attached are two color palates with the colors of Seagrass Green Sunbrella and Black Sunbrella
I will email you with the door picture and fax over the lease extensions and business lisc.

Thanks Rick

--

This message has been scanned for viruses and dangerous content by MailScanner, and is believed to be clean.



Sunbrella pg 1 solids__2013.jpg
605 KB



Sunbrella pg 2 soliids_ 2013.jpg
493 KB

Exhibit "A" to
Robertson Facade Grant Agreement



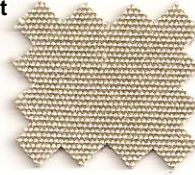
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OYSTER
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PARCHMENT
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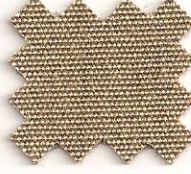
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WHEAT
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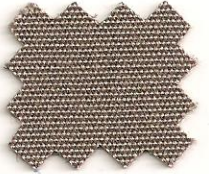
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BEIGE
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COCOA
4676-0000



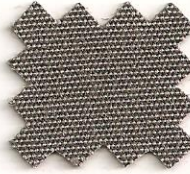
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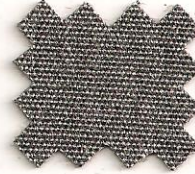
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CHARCOAL GREY
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SMOKE
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SLATE
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MARINE BLUE
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CAPTAIN NAVY
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NAVY
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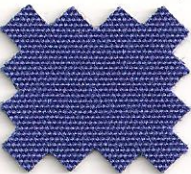
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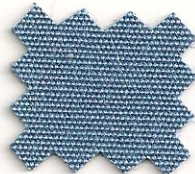
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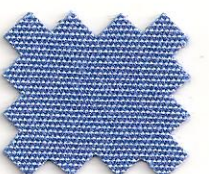
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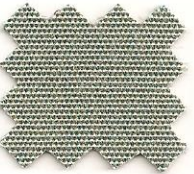
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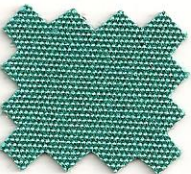
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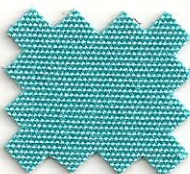
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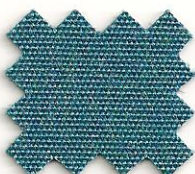
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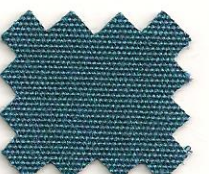
AQUAMARINE
4623-0000



ARUBA
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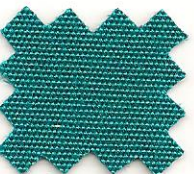


TURQUOISE
4610-0000



DEEP SEA ^{NEW}
4691-0000

MAYFIELD® COLLECTION



PERSIAN GREEN
4643-0000



SEAGRASS GREEN
4645-0000



ERIN GREEN
4600-0000



FOREST GREEN
4637-0000

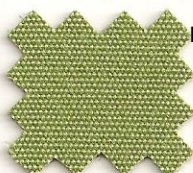


IVY ^{NEW}
4632-0000

Exhibit "A" to
Robertson Facade Grant Agreement



ASPEN
4668-0000



GINKGO
4685-0000



BASIL
4688-0000



FERN
4671-0000



PALM ^{NEW}
4692-0000

MAYFIELD® COLLECTION



ALPINE
4655-0000



BLACK
4608-0000



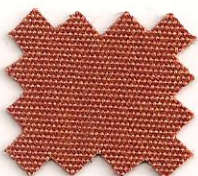
TRUE BROWN
4621-0000



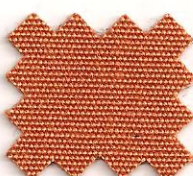
TAN
4614-0000



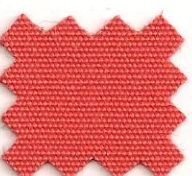
NUTMEG
4686-0000



RUST
4689-0000



TUSCAN
4677-0000



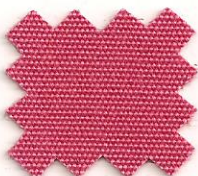
ORANGE
4609-0000



SUNFLOWER YELLOW
4602-0000



BUTTERCUP
4635-0000



PINK ^{NEW}
4693-0000

MAYFIELD® COLLECTION



LOGO RED
4666-0000



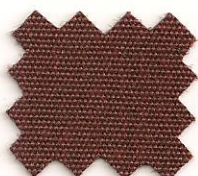
JOCKEY RED
4603-0000



TERRACOTTA
4622-0000



BURGUNDY
4631-0000



MAHOGANY
4667-0000



BLACK CHERRY
4640-0000

CARE AND CLEANING

One of the best ways to keep Sunbrella fabrics looking good and to delay the need for deep cleaning is to rinse regularly with clear water to help prevent dirt from becoming deeply embedded in the fabric.

Sunbrella fabrics can be cleaned while still on an awning frame or boat top. Simply brush away loose dirt, rinse and clean with a mild, lukewarm soapy solution. Rinse thoroughly and allow to air dry. For detailed cleaning instructions, visit www.sunbrella.com/cleaning.

10-YEAR LIMITED WARRANTY

This limited warranty protects the original purchaser from Sunbrella awning and marine fabric becoming unserviceable due to color or strength loss from normal usage and exposure conditions, including sunlight, mildew and atmospheric chemicals. The limited warranty coverage period is ten years from the date of original installation (five years for specialty fabrics Sunbrella Plus, Supreme and Clarity). For more information about the Sunbrella limited warranty, visit www.sunbrella.com/warranty.



05/20/2019

**CITY OF ALACHUA**

PO Box 9
Alachua, FL 32616-0009

Exhibit "A" to
Robertson Facade Grant Agreement

FOR BILLING INFORMATION CALL: (386) 418-6110

Account Number:	04280
Billing Date:	07/10/19
Cycle:	2
Due Date:	07/25/19
BANK DRAFT:	\$627.00
Amount Due After Due Date:	\$689.67

CONESTOGA'S BANQUET
PO BOX 117
ALACHUA, FL 32616-0117

DO NOT PAY WILL BANK DRAFT ON THE 20TH

Amount Paid: _____



DETACH AND RETURN STUB WITH REMITTANCE

CONESTOGA'S BANQUET

Online Account PIN: 4280

Account #	Service Address	Bill From	Bill To	# of Days	Due Date	TOTAL DUE
04280	14911 MAIN ST	05/23/19	06/24/19	33	07/25/19	\$627.00

Service	Prev Read	Current Read	Usage	Service	Charge
EL-0	703120	706560	3440	POWER COST ADJ @ \$.01075	\$36.98
EL-0D	24.8	23.2	-1.6	ELECTRIC USAGE	\$286.85
WA-0	727610	729150	1540	DEMAND USAGE	\$170.75
				ALACHUA CARES - ROUNDUP	\$0.46
				SEWER USAGE	\$22.63
				WATER USAGE	\$13.06
				MOSQUITO SERVICE	\$1.10
				WATER UTILITY TAX	\$1.31
				GROSS RECEIPTS TAX	\$12.71
				ELECTRIC UTILITY TAX	\$49.46
				STATE SALES TAX	\$39.32
				NON - TAXABLE	-\$7.63

CITY OF ALACHUA / PO BOX 9 / ALACHUA, FL 32616-0009

BILL REPRINT

Previous Balance:	\$0.00
Current Charges:	\$627.00
BANK DRAFT:	\$627.00

DO NOT PAY WILL BANK DRAFT ON THE 20TH



**CITY OF ALACHUA**

PO Box 9
Alachua, FL 32616-0009

Exhibit "A" to
Robertson Facade Grant Agreement

FOR BILLING INFORMATION CALL: (386) 418-6110

Account Number:	26815
Billing Date:	07/10/19
Cycle:	2
Due Date:	07/25/19
BANK DRAFT:	\$84.00
Amount Due After Due Date:	\$92.37

DO NOT PAY WILL BANK DRAFT ON THE 20TH

RICK'S FISH HOUSE
PO BOX 117
ALACHUA, FL 32616-0117

Amount Paid: _____



DETACH AND RETURN STUB WITH REMITTANCE

RICK'S FISH HOUSE

Online Account PIN: 22206a7

Account #	Service Address	Bill From	Bill To	# of Days	Due Date	TOTAL DUE
26815	14040 NW 148TH PL	05/23/19	06/24/19	33	07/25/19	\$84.00

Service	Prev Read	Current Read	Usage	Service	Charge
EL-0	84857	85196	339	POWER COST ADJ @ \$.01075	\$3.64
EL-0D	6.74	5.1	-1.64	ELECTRIC USAGE	\$45.07
WA-0	240	600	360	DEMAND TRACKING	\$0.00
				ALACHUA CARES - ROUNDUP	\$0.40
				SEWER USAGE	\$13.45
				WATER USAGE	\$10.09
				MOSQUITO SERVICE	\$1.10
				WATER UTILITY TAX	\$1.01
				GROSS RECEIPTS TAX	\$1.25
				ELECTRIC UTILITY TAX	\$4.87
				STATE SALES TAX	\$3.87
				NON - TAXABLE	-\$0.75

CITY OF ALACHUA / PO BOX 9 / ALACHUA, FL 32616-0009

BILL REPRINT

Previous Balance: \$0.00

Current Charges: \$84.00

BANK DRAFT: \$84.00

DO NOT PAY WILL BANK DRAFT ON THE 20TH



CONESTOGAS RESTAURANT INC

PO BOX 117
14920 MAIN STREET
ALACHUA, FL 32616

Phone 386-462-0894
Fax 386-462-0895

Date: 05/01/2019

This is a letter to extend and renew building lease between Conestogas Restaurant Inc. (Rick Robertson) and Colleen Amira (Amira Builders Inc.) dated 01/01/2015.

To extend lease for 24 months from 02/01/2019 to 12/31/2021.

No increase in monthly rent of \$850.00 per month plus FL state sales tax.

Rick Robertson *Rick Robertson* date 5/20/19
Colleen Amira *Colleen Am* date 5/20/19

CONESTOGAS RESTAURANT INC

PO BOX 117
14920 MAIN STREET
ALACHUA, FL 32616

Phone 386-462-0894
Fax 386-462-0895

05/20/2019 *RR*
Date: 01/04/2017

This is a letter to extend and renew building lease between Conestogas Restaurant Inc. (Rick Robertson) and Julie Rossman (Julie's Pins and Needles) dated 04/02/2014.

To extend lease for 24 months from 02/01/2019 to 12/31/2021.

No increase in monthly rent of \$2100.00 per month plus FL state sales tax.

Rick Robertson *Rick Robertson* date 5/20/19

Julie Rossman *Julie M Rossman* date 5/20/19

Exhibit "A" to
Robertson Facade Grant Agreement

LEASE AGREEMENT

This lease is made and entered into this 15th day of MAY 2019, by and between Ricky L. Robertson and Donna J. Robertson, whose address is Connestoga's Restaurant, Main Street, Alachua, Florida, hereinafter called Lessor, and ROBIN WILLIAMS (a Florida corporation), whose principal place of business is WILCOMMERCE PARK, hereinafter called Lessee.

THOMASVILLE, GA

1. PREMISES: Lessor hereby leases to Lessee, and Lessee leases from Lessor, for the terms and conditions hereinafter set forth, those certain premises located at 14640 NW 148th PL, ALACHUA, FL 32615, Alachua County, Florida, and more particularly described in Exhibit "A" attached as an exhibit and made a part of this lease, together with the building and other improvements constructed thereon as hereinafter provided and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys and means of ingress and egress insofar as Lessor has the power to lease or license the use thereof.

31758

2. TERM: The term of this Lease shall be 1 YEAR commencing on 05/01/2019 and continuing until 04/30/2020, unless sooner terminated as hereinafter provided.

3. RENTAL: Lessee shall pay to Lessor annual rent in the amount of \$ 9,000.00 PM, plus sales tax, for the demised premises, payable in equal monthly installments of 750.00 on the first day of each and every calendar month for the then current month during the term of this Lease. Such rentals shall be payable at the address of the Lessor as set forth in this Lease or at such other place to which Lessor shall have given Lessee notice, plus sales tax. Initially, payment shall be made at Connestoga's Restaurant, Main Street, Alachua, Florida. A late fee of ten percent (10%) of the monthly rental (\$ 75.00) will be due with the monthly rental payment if not received by Lessor within five (5) days from date due.

6.7% AS OF 6/1/2019

4. SECURITY DEPOSIT: Lessee shall pay to Lessor, simultaneously with execution of this agreement a security and damage deposit in the amount of 500.00 to secure Lessee's full and faithful performance under this Lease and as security for any damages to the leased premises. This deposit is not being held in an interest bearing account and will be refunded, without interest, upon termination of this Lease, less any such sums due Lessor under this Lease, or any extensions thereof, and less any sums for damages to the leased premises.

5. OPTION TO RENEW: Provided Lessee is not in default, Lessor grants Lessee an option to extend the initial term of this Lease for 2 additional period(s) of 1 YEAR each, provided however, the rent for the option period shall be mutually agreed upon at least sixty (60) days prior to the renewal date.

6. ASSIGNMENT, ALTERATIONS OR IMPROVEMENTS: The Lessee shall not assign this Lease, nor sublet the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as OFFICE SPACE, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.

7. PERSONAL PROPERTY OF LESSEE: All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

8. DEFAULT: In the event Lessee shall default in the payment of the monthly rent as provided herein, Lessor shall so notify Lessee in writing, and failure of Lessee to cure such default within fifteen (15) days after the date the rent was due shall, at the option of the Lessor, work as a forfeiture of this Lease, or Lessor may enforce the provisions of this Lease in any manner provided by law, and Lessor shall have the right without further notice or demand to reenter and remove all persons from lessor's property without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor may resume possession of the property and relet the same for the remainder of the term at the best rental obtainable for the account of Lessee, who shall pay any deficiency. In the event Lessee shall default in the performance of any of the terms or provisions of the Lease other than the payment of monthly rent, Lessor shall so notify Lessee in writing. If Lessee shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Lessee shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Lessor may cure such default and such expense shall be added to the rent otherwise due by any such default and shall not work as a forfeiture of this Lease, or Lessor may terminate this Lease as provided by law.

If the Lessee shall abandon or vacate said premises before the end of the term of this Lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this Lease or he may enter said premises as the agent of the Lessee, by force or otherwise, without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved,

Exhibit "A" to
Robertson Facade Grant Agreement

15. COMPLIANCE WITH LAWS: Lessee will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

16. ATTORNEY'S FEES: If suit is brought to enforce any covenant of this Lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the Court, and Court costs. Lessee agrees to pay the cost of collection and at least ten percent (10%) attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

17. LESSOR'S ACCESS TO PREMISES: Lessor shall have reasonable rights of access to the demised premises for the purpose of inspecting the condition thereof from time to time throughout the term of this Lease and any renewals thereof. Lessor shall also have the right during the last three (3) months of the Lease term or any renewal thereof to show the demised premises to any prospective tenant at reasonable times during business hours.

18. SURRENDER OF PREMISES: Lessee shall, after the last day of the term or any extension thereof, or upon any earlier termination of such term, surrender and yield up to Lessor the building and other improvements on the demised premises in good order, condition and state of repair, reasonable wear and tear excepted.

19. HOLDING OVER: In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept said rent thereafter, a tenancy from month to month only shall be created under and subject to all other provisions contained herein.

20. INVALIDITY OF PROVISION: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. CAPTIONS: The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease or in any way affect this Lease.

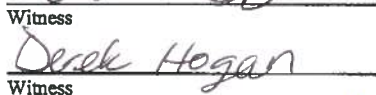
22. COMPLETE AGREEMENT: This Lease contains a complete expression of the agreement between parties and there are no premises, representations or inducements except such as are herein provided.

23. SUCCESSORS AND ASSIGNS: The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be Lessor or Lessee under this Lease, the word "Lessor" or "Lessee" whenever used in this Lease shall be deemed to include all Lessors or Lessees jointly and severally.

Executed by the Lessee this 30th day of APRIL 2019



Witness



Witness

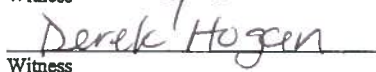
LESSEE: 

BY: _____
Printed Name: Robin Williams

Executed by the Lessor this 30th day of April 2019



Witness



Witness

LESSOR: 
BY: _____

H2O Takeover
554 Hall Road
Thomasville, GA 31757

1033
64-10610

Date 5/11/19

Pay to the order of rick robertson \$ 2100.50

Two thousand one hundred dollars & 50/100 Dollars

SunTrust
14 Williamsburg Ave
Thomasville, GA 31792

First & last month rent
for \$500 deposit \$800.25

[Signature]

⑆061000104⑆1000213242521⑆ 1033

TO REORDER VISIT WWW.CARDURL.CHECKS.COM

1st 750.00 X 6.7% = 800.25

Last 750.00 + 50.25 = 800.25

Deposit \$500.00

Exhibit "A" to
Robertson Facade Grant Agreement

LEASE AGREEMENT

This lease is made and entered into this 10th day of MAY 2019, by and between Ricky L. Robertson and Donna J. Robertson, whose address is Connestoga's Restaurant, Main Street, Alachua, Florida, hereinafter called Lessor, and SARAH BEAVERS (a Florida corporation), whose principal place of business is 28418 NALCRZYI, hereinafter called Lessee. ALACHUA FL. 32615

1. PREMISES: Lessor hereby leases to Lessee, and Lessee leases from Lessor, for the terms and conditions hereinafter set forth, those certain premises located at 14911 MAIN ST SUITE 2, Alachua County, Florida, and more particularly described in Exhibit "A" attached as an exhibit and made a part of this lease, together with the building and other improvements constructed thereon as hereinafter provided and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys and means of ingress and egress insofar as Lessor has the power to lease or license the use thereof.

2. TERM: The term of this Lease shall be 12 months commencing on 5/1/2019 and continuing until APRIL 30, 2020 unless sooner terminated as hereinafter provided.

3. RENTAL: Lessee shall pay to Lessor annual rent in the amount of \$ 12,000.00, plus sales tax, for the demised premises, payable in equal monthly installments of \$1,000.00 on the first day of each and every calendar month for the then current month during the term of this Lease. Such rentals shall be payable at the address of the Lessor as set forth in this Lease or at such other place to which Lessor shall have given Lessee notice, plus sales tax. Initially, payment shall be made at Connestoga's Restaurant, Main Street, Alachua, Florida. A late fee of ten percent (10%) of the monthly rental (\$ 100.00) will be due with the monthly rental payment if not received by Lessor within five (5) days from date due.

4. SECURITY DEPOSIT: Lessee shall pay to Lessor, simultaneously with execution of this agreement a security and damage deposit in the amount of \$500.00 to secure Lessee's full and faithful performance under this Lease and as security for any damages to the leased premises. This deposit is not being held in an interest bearing account and will be refunded, without interest, upon termination of this Lease, less any such sums due Lessor under this Lease, or any extensions thereof, and less any sums for damages to the leased premises.

5. OPTION TO RENEW: Provided Lessor is not in default, Lessor grants Lessee an option to extend the initial term of this Lease for 2 additional period(s) of 1 year(s) each, provided however the rent for the option period shall be mutually agreed upon at least sixty (60) days prior to the renewal date.

6. ASSIGNMENT, ALTERATIONS OR IMPROVEMENTS: The Lessee shall not assign this Lease, nor sublet the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as OFFICE, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.

7. PERSONAL PROPERTY OF LESSEE: All personal property placed or moved in the premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

8. DEFAULT: In the event Lessee shall default in the payment of the monthly rent as provided herein, Lessor shall so notify Lessee in writing, and failure of Lessee to cure such default within fifteen (15) days after the date the rent was due shall, at the option of the Lessor, work as a forfeiture of this Lease, or Lessor may enforce the provisions of this Lease in any manner provided by law, and Lessor shall have the right without further notice or demand to reenter and remove all persons from lessor's property without prejudice to any remedies for arrears of rent or breach of covenant, or Lessor may resume possession of the property and relet the same for the remainder of the term at the best rental obtainable for the account of Lessee, who shall pay any deficiency. In the event Lessee shall default in the performance of any of the terms or provisions of the Lease other than the payment of monthly rent, Lessor shall so notify Lessee in writing. If Lessee shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Lessee shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either such event Lessor may cure such default and such expense shall be added to the rent otherwise due by any such default and shall not work as a forfeiture of this Lease, or Lessor may terminate this Lease as provided by law.

If the Lessee shall abandon or vacate said premises before the end of the term of this Lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this Lease or he may enter said premises as the agent of the Lessee, by force or otherwise, without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved,

**Exhibit "A" to
Robertson Facade Grant Agreement**

and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay attorney's fees of at least ten percent (10%) of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the Lessor.

9. USE OF PREMISES: It is understood by Lessee and Lessor that the demised premises will be used for the operation of a OFFICE + RETAIL.

10. HAZARDOUS MATERIALS: Lessee will not store, use, or dispose of any hazardous materials on the premises except the following: N/A, "Hazardous materials" include, but are not limited to, flammable, petroleum, petroleum products, explosives, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, radioactive or toxic matter, and any substance declared hazardous or toxic by any law or regulations relating to storage use and disposal of hazardous materials. Lessee shall comply, at his or her sole cost, with all laws, rules, and regulations relating to storage use and disposal of hazardous materials. Lessee will be solely responsible for all claims, costs and liabilities, including attorney's fees and costs arising out of or in connection with:

- a. storage, use or disposal of any hazardous materials;
- b. the removal, clean-up, and restoration work and materials required to return the premises and any other property to the condition existing before Lessee's toxic materials were present; or
- c. failure by Lessee to provide all required information, to make all required submissions, and to take all actions required by all governmental authorities under environmental or other laws and regulations

and further, will defend, indemnify and hold harmless Lessor, his or her agents, and employees from and against any and all claims arising therefrom. Lessee's obligations under this clause will not end with the expiration or termination of this Lease.

11. REPAIRS: Lessee hereby accepts the premises in the condition they are in at the beginning of this Lease. Lessee, during the term of this Lease or any extension or renewal of this Lease, shall, at its expense, make all repairs as shall be reasonably necessary to keep said leased premises in good condition and repair. Lessee further agrees that all damage or injury done to the premises by Lessee or by any person who may be in or upon the premises, except Lessor, Lessor's agents, servants and employees, shall be repaired by Lessee at its expense. Lessee agrees at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear excepted.

12. UTILITIES AND SERVICES: Lessee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to it or used by it in or about the demised premises and to keep said premises free and clear of any liens or encumbrances of any kind whatsoever created by Lessee's act or omission.

13. INSURANCE AND INDEMNITY:

a. FIRE AND CASUALTY INSURANCE: Lessee hereby covenants and agrees at all times during the term hereof, at Lessee's own cost and expense, to obtain and maintain and keep in force, fire and extended coverage, vandalism and malicious mischief insurance on the building and other permanent improvements demised hereunder of at least ninety percent (90%) replacement value or the total principal balance of any mortgage subordinated to by Lessor, whichever is greater.

b. LIABILITY INSURANCE: Lessee hereby covenants and agrees that at all times during the term hereof at Lessee's own cost and expense, to obtain and maintain and keep in force comprehensive general public liability insurance against the claims for personal injury, death or property damage occurring in, on or about the demised premises or on an occurrence basis with aggregate single limit coverage in an amount not less than 1,000,000.00 for bodily injury, personal injury (including death) and \$50,000.00 with respect to damage to property.

Lessee agrees that all of the above-noted insurance shall not be cancellable without ten (10) days written notice to Lessor. Lessor and Lessor further covenant and agree that the insurance required to be carried hereunder shall name the Lessor's lenders, if any, as additional insureds as their interests appear.

c. INDEMNIFICATION: Lessee shall keep, protect and save the Lessor harmless of any loss, costs, or expenses of any sort or nature, and from any liability to any person natural or artificial, on account of any damage to person or property arising out of any failure of Lessee to comply with and perform any of the requirements and provisions set forth in the Lease. Lessee further agrees to hold harmless from and to indemnify Lessor against any and all claims made by anyone injured or otherwise damaged while in or about the premises whether occasioned by Lessor's fault or otherwise except those claims arising from the act or acts of Lessor or its employees.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenable by repairs within ninety (90) days thereafter. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

14. BANKRUPTCY: Should Lessee make an assignment for the benefit of creditors, file for voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Lessor, at its option, may terminate all rights of Lessee or its successors in interest under this Lease.

**Exhibit "A" to
Robertson Facade Grant Agreement**

15. COMPLIANCE WITH LAWS: Lessee will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the leased premises.

16. ATTORNEY'S FEES: If suit is brought to enforce any covenant of this Lease or for the breach of any covenant or condition herein contained, the parties hereto agree that the losing party shall pay to the prevailing party a reasonable attorney's fee, which shall be fixed by the Court, and Court costs. Lessee agrees to pay the cost of collection and at least ten percent (10%) attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

17. LESSOR'S ACCESS TO PREMISES: Lessor shall have reasonable rights of access to the demised premises for the purpose of inspecting the condition thereof from time to time throughout the term of this Lease and any renewals thereof. Lessor shall also have the right during the last three (3) months of the Lease term or any renewal thereof to show the demised premises to any prospective tenant at reasonable times during business hours.

18. SURRENDER OF PREMISES: Lessee shall, after the last day of the term or any extension thereof, or upon any earlier termination of such term, surrender and yield up to Lessor the building and other improvements on the demised premises in good order, condition and state of repair, reasonable wear and tear excepted.

19. HOLDING OVER: In the event Lessee continues to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, and the Lessor elects to accept said rent thereafter, a tenancy from month to month only shall be created under and subject to all other provisions contained herein.

20. INVALIDITY OF PROVISION: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. CAPTIONS: The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease or in any way affect this Lease.

22. COMPLETE AGREEMENT. This Lease contains a complete expression of the agreement between parties and there are no premises, representations or inducements except such as are herein provided.

23. SUCCESSORS AND ASSIGNS: The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns, and shall run with the land; and where more than one party shall be Lessor or Lessee under this Lease, the word "Lessor" or "Lessee" whenever used in this Lease shall be deemed to include all Lessors or Lessees jointly and severally.

Executed by the Lessee this 10th day of MAY 2019.

LESSEE: Sarah Bravers

BY: _____

Printed Name: Sarah Bravers

Witness

Witness

Executed by the Lessor this 10 day of MAY 2019.

LESSOR: _____

BY: Rick Robertson

Witness

Witness

LOCAL BUSINESS TAX RECEIPT

CITY OF ALACHUA
STATE OF FLORIDA

NO. 1805


The business identified below has paid the local business tax to engage in or manage the business, profession or occupation of:

UNCLASSIFIED

*doing business at 14911 MAIN ST STE 102
in the city of CITY OF ALACHUA
for the period beginning on October 01, 2018 and ending on September 30, 2019*

Issued: August 2018

ASSOCIATION MANAGEMENT SOLUTIONS L
PO BOX 310
ALACHUA, FL 32616-0310



City Manager or Designee

LOCAL BUSINESS TAX RECEIPT

CITY OF ALACHUA
STATE OF FLORIDA

NO. 0076

The business identified below has paid the local business tax to engage in or manage the business, profession or occupation of:

RESTAURANT

*doing business at 14920 MAIN ST - 1
in the city of CITY OF ALACHUA
for the period beginning on October 01, 2018 and ending on September 30, 2019*

Issued: July 2018

CONESTOGAS RESTAURANT, INC.
PO BOX 117
ALACHUA, FL 32616-0117



City Manager or Designee

LOCAL BUSINESS TAX RECEIPT

CITY OF ALACHUA
STATE OF FLORIDA

NO. 1781

The business identified below has paid the local business tax to engage in or manage the business, profession or occupation of:

MERCHANT

doing business at 14911 MAIN ST

in the city of CITY OF ALACHUA

for the period beginning on October 01, 2018 and ending on September 30, 2019

Issued: August 2018

JULIE'S PINS & NEEDLES LLC
14911 MAIN ST
ALACHUA, FL 32615-8598



City Manager or Designee

LOCAL BUSINESS TAX RECEIPT

CITY OF ALACHUA
STATE OF FLORIDA

NO. 1806

The business identified below has paid the local business tax to engage in or manage the business, profession or occupation of:

UNCLASSIFIED

*doing business at 14901 MAIN ST
in the city of CITY OF ALACHUA*

for the period beginning on October 01, 2018 and ending on September 30, 2019

Issued: August 2018

AMIRA BUILDERS INC
PO BOX 639
ALACHUA, FL 32616-0639



City Manager or Designee

LOCAL BUSINESS TAX RECEIPT

CITY OF ALACHUA
STATE OF FLORIDA

NO. 2075

The business identified below has paid the local business tax to engage in or manage the business, profession or occupation of:

UNCLASSIFIED

doing business at 14040 NW 148 PL

in the city of CITY OF ALACHUA

for the period beginning on October 01, 20¹⁸ and ending on September 30, 20¹⁹

Issued: August 2019

H2O TAKEOVER
247 HENDRY CEMETERY RD
Ochlocknee, GA 31773



City Manager or Designee

City of Alachua Community Redevelopment Agency (CRA)
BUSINESS FAÇADE GRANT PROGRAM
REQUEST FOR REIMBURSEMENT FORM

Information

Grant Recipient Name:	
Business Name:	
Building Address:	
Mailing Address (If Different):	
Business Telephone Number:	
Cell Phone Number:	
E-mail:	
Name of Contractor(s) Performing Work:	
Contractor(s) License Number (if applicable):	

Provide within the table below a description of all project components and the total cost of each component. The amount requested for reimbursement cannot exceed the lesser amount of 50% of Project Total or the amount of the funding approved within the Project agreement.

Please attach the following:

- ☐ Documentation of all project costs and proof of payment:
 - ☐ Cancelled checks.
 - ☐ Detailed invoices.
 - ☐ Paid receipts.
- ☐ Before and after photos of project improvements.
- ☐ Copy of Certificate of Occupancy or Completion (if applicable).
- ☐ Copy of Certificate of Appropriateness (if applicable).

Reimbursement Table

Description of Project Component	TOTAL AMOUNT
PROJECT TOTAL	
AMOUNT REQUESTED FOR REIMBURSEMENT	

I, _____, the Grant Recipient, under penalty of perjury, attest that the above stated costs are true, correct and accurate representation of the expenses incurred in accordance with the Terms and Conditions of the Business Façade Grant Program, and paid for by recipient and request reimbursement in the amount of \$_____.

Signature of Recipient:	Date
Title & Business:	



ALACHUA CRA
COMMUNITY REDEVELOPMENT AGENCY

Business Façade Grant Program

Policies & Procedures

Application Packet
2019

P.O. Box 9
15100 NW 142nd Terrace
Alachua, FL 32616-0009

Chelsea Bakaitis, CRA Coordinator
Office: (386)-418-6134
FAX: (386) 518-5692
Email: ch_bakaitis@cityofalachua.com

www.cityofalachua.com

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Appendix A: Application for Façade Grant

Appendix B: Funding Priority Rating Sheet

Appendix C: Florida Public Record Law Requirements

Appendix D: Map of the Community Redevelopment Area

Appendix E: Property Owner Authorization Form

PURPOSE & GENERAL PROGRAM INFORMATION

The purpose of the City of Alachua Community Redevelopment Agency (CRA) Business Façade Grant Program (Program) is to provide assistance to rehabilitate the facades of commercial buildings within the Community Redevelopment Area.

Grant funds are awarded to projects that best facilitate and foster the goals and objectives of the CRA Amended Community Redevelopment Plan and the CRA Market Study and Economic Development Implementation Plan. A copy of these plans may be found on the CRA's website.

The CRA and CRA Advisory Board (CRAAB) use the *Business Façade Grant Program Funding Priority Rating Sheet* to determine funding recommendations and award decisions. A copy of this Rating Sheet is attached as Appendix B to these Policies & Procedures.

The Policies and Procedures are meant to provide applicants with important information about the Business Façade Grant Program requirements. Applicants should use this document as a guide when applying for a grant in order to make sure that all requirements are met.

AVAILABLE GRANT FUNDING AND MATCHING REQUIREMENTS

The Program provides a 50% matching grant between \$500 and \$5,000 for façade improvement project costs. Grant recipients must provide a cash or loan match of 50% of total project cost. Funding is appropriated annually by the CRA, and is available on a first-come, first-served basis. Applicants must finish the project and pay all project costs before being eligible for reimbursement.

Applicants are reminded that grant awards are discretionary and there is no entitlement for anyone to receive a grant. The grant criteria are guidelines, not guarantees, for grant awards. If an Applicant meets all grant criteria, a grant may or may not be awarded at the CRA's sole discretion based upon funding limitations, competing applications and/or competing priorities.

All grant applications will be reviewed and grants awarded without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, or any other characteristic protected by law.

APPLICANT & PROPERTY ELIGIBILITY

The Business Façade Grant Program is available for commercial properties located within the Redevelopment Area. For a map of the Community Redevelopment Area, please see Appendix D.

Eligible buildings must have a façade that is visible from a street or parking lot. Buildings located on a corner lot containing a single business may be considered to have two or more facades. If a building is divided into more than one business unit, each business unit may be considered a

separate façade if each unit has a separate primary entrance and each occupant has an individual Local Business Tax Receipt. If a building is a multi-use building (e.g. residential and commercial), only the commercial portion of the building is eligible under the Program. Buildings used exclusively for residential purposes are not eligible for the Program. If Applicant is not the owner of the property to be improved, they must receive authorization from the property owner.

Property Requirements

- ☐ Located within City of Alachua Community Redevelopment Area (see Appendix D).
- ☐ Privately owned commercial buildings.
- ☐ Building must be structurally sound.
- ☐ No past due utility bills (including but not limited to water, wastewater, electric, and garbage).
- ☐ No past due property tax bills.
- ☐ No City liens, or open permits.
- ☐ Must be occupied at the time funding is requested or, if unoccupied at the time of application, have a bona fide lease or rental agreement (must be occupied by completion of the project). Under no circumstances will funds be expended on a building that will not be immediately occupied after rehabilitation.

Occupant Requirements

- ☐ Must have all applicable licensing.
- ☐ Must have valid Local Business Tax Receipt at the time of grant application and at project completion.
- ☐ Use must be permitted by the City's LDRs (see Table 4.1-1) or have obtained a Special Exception Permit.
- ☐ Must be legally constituted business.
- ☐ Must be a commercial business.

PROJECT REQUIREMENTS

Grant funds may only be used for projects that substantially improve the aesthetics of the exterior façade of a commercial building and that facilitate redevelopment consistent with the CRA Community Redevelopment Plan. Projects must also be consistent with all Federal, State, and local laws and regulations, including without limitation, the City's Comprehensive Plan, Code of Ordinances, and Land Development Regulations.

The total project costs may only include labor and materials. Labor is only eligible for reimbursement if performed by a contractor or entity other than the applicant. No building owner, lessor, lessee, tenant, occupant, employee, or immediate relative of the applicant, either personally or corporately, shall be paid to serve as a contractor or subcontractor for the work to be performed.

All contractors must have a General or Building contractor's license (Class A or B) as required by Chapter 489, Part I, Florida Statutes, or appropriate licensure as required for the type of work to be performed.

Permit fees and project design fees (i.e., architectural or engineering services) are not reimbursable expenses. Additionally, any work performed before the grant is approved will not be eligible for reimbursement by the Program.

All Applicants must disclose any personal or business relationship with members of the City Commission or City employees at the time of application. Applicants must be approved by the CRA if they have an apparent conflict of interest and are otherwise eligible to receive assistance through this Program.

Code violations may be corrected under this Program, but no funds will be reimbursed until all code violations are addressed and the property is found to be in compliance with applicable codes.

Improvements must be compatible and complementary to buildings located on the same block on both sides of the street. Strikingly different design treatments, including color, from one storefront to the next shall be avoided.

Examples of Eligible Projects

- Refurbishing of exterior walls, including repainting, repairs, re-siding or similar cosmetic or structural improvements.
- Removal of false facades.
- Façade cleaning other than general maintenance.
- Stucco restoration or other exterior nonstructural masonry repair.
- Painting (colors must be compatible or complementary to surrounding buildings).
- Replacement of damaged windows or doors.
- Installment or improvements to permanent awnings, canopies, or other coverings over windows or walkways.
- Adding or increasing windows of storefront.
- Electrical repairs or additions (directly related to exterior or display window), lights, or awnings.
- Decorative additions such as sconces and other architectural features.
- Code violation corrections which also enhance the aesthetics of the façade.

Examples of Ineligible Projects

- Improvements made prior to grant award.
- Roof repair or replacement.

- Interior renovations.
- Non-fixed improvements such as removable awnings with no fixed improvements to the building, removable equipment, etc.
- General maintenance.
- Payment for sweat equity.
- Non-aesthetic improvements.

APPLICATION STEPS

Before a property or business owner applies for Program funding, they must meet with CRA and City Staff to review the Grant Policies and Procedures and any permitting requirements. After this meeting, an applicant may begin the application process.

Applications will be accepted on the **first day of each month**. If this date falls on a non-City business day, the deadline shall be the next City business day. The application will be reviewed by Staff within 10 business days of the application submission. If an application is incomplete, it will be returned and the applicant will be allowed 10 business days from the notice that the application is incomplete to resubmit. The *Application for Façade Grant* is located in Appendix A.

Designs must be of a professional quality and must clearly depict the proposed improvements. When required for the type of construction proposed, plans must be signed and sealed by a registered architect or professional engineer (as applicable). All designs must be in compliance with the applicable laws and regulations, including the City's LDRs and the Florida Building Code.

Required Materials to Submit with Application

- ☐ Current photos of building and issues that will be resolved under the Program.
- ☐ Signed and sealed plans (if required by City Building Department for the type of work proposed).
- ☐ Sketches, drawings, plans or architectural renderings which clearly depict the proposed improvements.
- ☐ Information regarding project components such as color swatches, pictures of added features, etc.
- ☐ Proof property taxes are current.
- ☐ A copy of Local Business Tax Receipt.
- ☐ Proof property is current in utility bills.
- ☐ Copy of a lease or rental agreement that indicates building will be occupied after rehabilitation (if applicable).
- ☐ Two written contractor estimates if purchase or labor is \$1,000 or greater (staff will review for reasonableness of cost).

Applications will be reviewed during a CRA Advisory Board (CRAAB) meeting. This Board will make a recommendation to the CRA, who will make the grant awards in its sole discretion. For a schedule of these meetings please visit the CRA's webpage at www.cityofalachua.com.

The award of a grant must meet all public record requirements (including the right to audit) and other public purpose actions and findings necessary to establish the foregoing. For details about Florida Public Records law requirements (F.S. 119) please see Appendix C.

Figure 1: Application Steps



PROJECT STEPS & DEADLINES

Once a grant is awarded by the CRA in a public meeting, the project must begin within 80 days and be completed within 120 days of grant approval. Upon a showing of good cause, the applicant may request a 30 day extension. No more than three extensions shall be granted. Extension requests shall be reviewed and approved by the CRA Executive Director. Minor changes to the awarded Project must also be approved by the CRA Executive Director and substantial changes must be approved by the CRA.

Applicants must finish the project and pay all project costs before being eligible for reimbursement. Funds will be reimbursed at the completion of the project and upon verification that all grant criteria has been met. In no event will the reimbursement amount exceed the amount originally awarded.

Prior to beginning any work, the applicant must obtain all necessary permits, which may include, but is not limited to, a Certificate of Appropriateness and/or a building permit(s). Contractor estimates and quotes must also be reviewed by CRA staff for reasonableness of cost and be approved for such purposes before the applicant enters into a contract with the contractor and before work is performed. The CRA reserves the right to verify any and all costs associated with the construction for improvements funded by the Program.

Figure #2 contains step-by-step information about the project process.

What to Submit for Reimbursement

- ☐ Request for Reimbursement Form.
- ☐ Documentation of all project costs:
 - Cancelled checks.
 - Detailed invoices.
 - Paid receipts.
 - Signed statement attesting to construction costs incurred.
- ☐ Contractor's license number (if applicable).
- ☐ Proof of payment for project improvements (paid invoices, receipts, etc.).
- ☐ Before and after photos of project improvements.
- ☐ Copy of Certificate of Occupancy or Completion (if applicable).
- ☐ Copy of Certificate of Appropriateness (if applicable).

Figure 2: Grant & Project Steps



CORRECTION OF PROGRAM VIOLATIONS

If the provisions of this Program are violated, the applicant will be notified of any noted violations, and will be given 60 days to correct the violations. If the violations are not corrected within this time frame, the building will not be eligible for any further benefits under this Program.

REQUIREMENTS FOLLOWING COMPLETION

After the project has been completed and grant reimbursements have been made, the applicant has an obligation 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. Failure to do so may exclude the grant recipient from future grants.

In order to allow funding for as many applicants as possible, the project building is not eligible for the Business Façade Grant for three years after receiving assistance.

By accepting assistance, the building owner and/or tenant agree that the CRA may use images of the property before and after renovation.



ALACHUA CRA
COMMUNITY REDEVELOPMENT AGENCY

Business Façade Grant Program Application

CONTACT INFORMATION:

Applicant Information

Applicant name:

Mailing Address:

Phone/Cell #:

Email:

Property Owner Information

If the applicant is not the property owner, a Property Owner Authorization Form must be completed and submitted with this Application.

Property Owner Name:

Mailing Address:

Phone/Cell #:

Email:

Business Owner Information

Business Owner Name:

Mailing Address:

Phone/Cell #:

Email:

City Local Business Tax Receipt Number:

SITE IDENTIFICATION AND HISTORY

Name of business or site:

If property is not occupied will it be occupied upon completion of the project?

Location Address:

Year building was constructed:

Tax Parcel Number:

Existing Use:

Proposed Use:

What is the current condition of the building façade? Response may be separately attached.

SCOPE OF WORK

Provide a 1-2 paragraph summary of the proposed improvements and how the proposed improvements will enhance the Community Redevelopment Area. Response may be separately attached.

REQUIRED MATERIALS TO SUBMIT WITH APPLICATION

Please include the following attachments with your application before you submit:

- ☐ Current photos of building and issues that will be resolved under the Program.
- ☐ Signed and sealed plans (if required by City Building Department for the type of work proposed).
- ☐ Sketches, drawings, plans or architectural renderings which clearly depict the proposed improvements.
- ☐ Information regarding project components such as color swatches, pictures of added features, etc.
- ☐ Proof property taxes are current.
- ☐ A copy of Local Business Tax Receipt.
- ☐ Proof property is current in utility bills.
- ☐ Copy of a lease or rental agreement that indicates building will be occupied after rehabilitation (if applicable).
- ☐ Two written contractor estimates if purchase or labor is \$1,000 or greater (staff will review for reasonableness of cost).

Exhibit "C"
to Robertson Facade Grant Agreement

BUDGET TABLE

Provide within the budget table below a description of project components (material and labor only) and the estimated cost of each component. Attach supporting documentation, quotes, and estimates to this application. Grantees will be reimbursed for 50% of the actual project costs, up to a maximum of \$5,000. Any change to the project budget and scope must be approved prior to work in order to be eligible for reimbursement. An example of how to fill out this table is located at the bottom of this page.

[illegible]

Notes:

EXAMPLE BUDGET TABLE

DESCRIPTION	ESTIMATED COST
Window Replacement Contractor's Estimate (labor & materials)	\$4,000
Paint (materials)	\$1,000
2- Replacement glass light fixtures (materials)	\$400
PROJECT TOTAL	\$5,400

Exhibit "C"
to Robertson Façade Grant Agreement

SIGNATURE PAGE

I, _____, attest under penalty of perjury that the information contained in this City of Alachua CRA Application for Façade Grant is true and correct to the best of my knowledge. I understand that the Alachua CRA Business Façade Grant Program benefits are contingent upon funding availability and Alachua CRA approval and are not to be construed as an entitlement or right of a property owner or Applicant. Properties within the designated Alachua CRA boundary are not eligible for grant-funded programs when the work proposed to be funded would conflict with the goals expressed in the CRA Amended Community Redevelopment Plan. I understand that all improvements funded by any grant awarded must be consistent with the information submitted with this application and considered by the CRA. I have received and reviewed the Business Façade Grant Program Policies and Procedures (the "Procedures") and I agree that all work and activities funded by any grant award will be done in accordance with the Procedures. I further agree to comply with the Florida Public Records Law Requirements attached as Exhibit C to the Procedures for all labor and materials paid for by the grant award. I further understand that I am responsible for providing construction documents and obtaining any permits required for the proposed work, and hold harmless the City of Alachua CRA for any damage associated with this Application or the Alachua CRA Business Façade Grant Program.

Signature of Applicant

Signature of Co-applicant

Typed or printed name and title of applicant

Typed or printed name of co-applicant

Date

Date

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20__, by _____, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

City of Alachua Community Redevelopment Agency (CRA)
Business Façade Grant Program
Funding Priority Rating Sheet

ABOUT

The Business Façade Grant Program Funding Priority Rating Sheet offers a point system that rates how well the proposed Project meets the objectives listed in the CRA Amended Community Redevelopment Plan and the CRA Market Study & Economic Development Implementation Plan. Projects must get a **minimum of 30 points** to be eligible for Façade Grant Program Funding.

Through the façade improvement grant program, the CRA provides assistance to businesses to improve the attractiveness of their properties, and thereby works to achieve the CRA's goal to rehabilitate, conserve, and redevelop the Community Redevelopment Area. The CRA strives to improve economic development, historic preservation, and streetscape through grant program projects.

1. Economic Development

It is the CRA's intention to incentivize business opportunities that enhance the character of the CRA Area. A diverse balance of places to shop, walk, meet and make acquaintances is an important objective for the district to achieve long-term economic resilience. As listed in the CRA Market Study & Economic Development Implementation Plan, businesses types that the CRA is focused on are specialty markets, sporting goods stores, coffee shops, bakeries, antique stores, breweries, and bed and breakfasts.

<u>Economic Development</u>	<u>Points Total</u>
Facade is visible from Main Street, US 441, or SR 235 or is located within a block of a cross-street to Main Street US 441, or SR 235.	
YES	5
NO	0
Business is a use recommended to be targeted to revitalize downtown by the <i>Alachua CRA Market Study & Economic Development Implementation Plan</i> (see page 40):	
YES	10
NO	0
TOTAL	

NOTES:

2. Historic Preservation

Rehabilitation of historic properties is an important CRA objective. As encouraged in the CRA Community Redevelopment Plan, historic properties “should be maintained and respected in a manner that upholds their integrity as cultural resources.”

The National Register of Historic Places has designated an area within the CRA as the “City of Alachua Downtown Historic District”. There are 102 buildings within this district designated as structures that add to the historical integrity or architectural qualities of the District, referred to within the Master Site File as “contributing structures”. Improvements to these structures should preserve and restore the historic nature of the building.

Structures that are not listed as contributing to the City of Alachua Downtown Historic District should be considerate to the historic nature of its surroundings, and improvements made under the Program and should complement the character of the District as a whole.

<u>Historic Preservation</u>	<u>Points Total</u>
If the property is a “contributing structure” to the City of Alachua Downtown Historic District the proposed improvements restores or preserves the historic nature of the building.	
Poor	0
Fair	10
Good	20
If structure is not a “contributing structure” to the City of Alachua Downtown Historic District, the proposed improvements respect the historic character of the Community Redevelopment Area and the Downtown Historic District.	
Poor	0
Fair	5
Good	15
TOTAL	

NOTES:

3. Streetscape & Aesthetics:

Commercial areas benefit from enhanced streetscapes for pedestrians. Such improvements can lead to better connectivity between commercial businesses within the district. Improvements that help to create a safe and pleasant experience for pedestrians include: human scale lighting, large bay windows, decorative entries, transparent windows, awnings, and a variation of façade materials. By accommodating pedestrians, the space can become a place where people want to be, further activating them.

<u>Streetscape Aesthetics and Functionality</u>	<u>Points</u>
Improvements enhances building aesthetics on a pedestrian scale and creates an overall streetscape of visual interest.	
Poor	0
Fair	10
Good	20
TOTAL	
Improvements are complementary to surrounding buildings.	
Poor	0
Fair	10
Good	20
TOTAL	

<u>Improvement</u>	<u>Points</u>
Current condition or appearance of the building façade.	
Poor	20
Fair	10
Good	0
TOTAL	

NOTES:

4.

TOTAL POINTS EARNED:	
---------------------------------	--

Notes:

PUBLIC RECORDS - GRANT RECIPIENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the GRANT RECIPIENT and their contractors in conjunction with this Contract. Specifically, the GRANT RECIPIENT must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the services being performed by the GRANT RECIPIENT.
- b) Provide the public with access to public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the CRA all public records in possession of the GRANT RECIPIENT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.

The GRANT RECIPIENT shall promptly provide the CRA with a copy of any request to inspect or copy public records in possession of the GRANT RECIPIENT and shall promptly provide the CRA a copy of the GRANT RECIPIENT's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CRA.

This provision will apply to all services provided unless the GRANT RECIPIENT can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of the CRA under Florida law. The GRANT RECIPIENT will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the GRANT RECIPIENT unlawfully refused to comply with a public records request within a reasonable time.

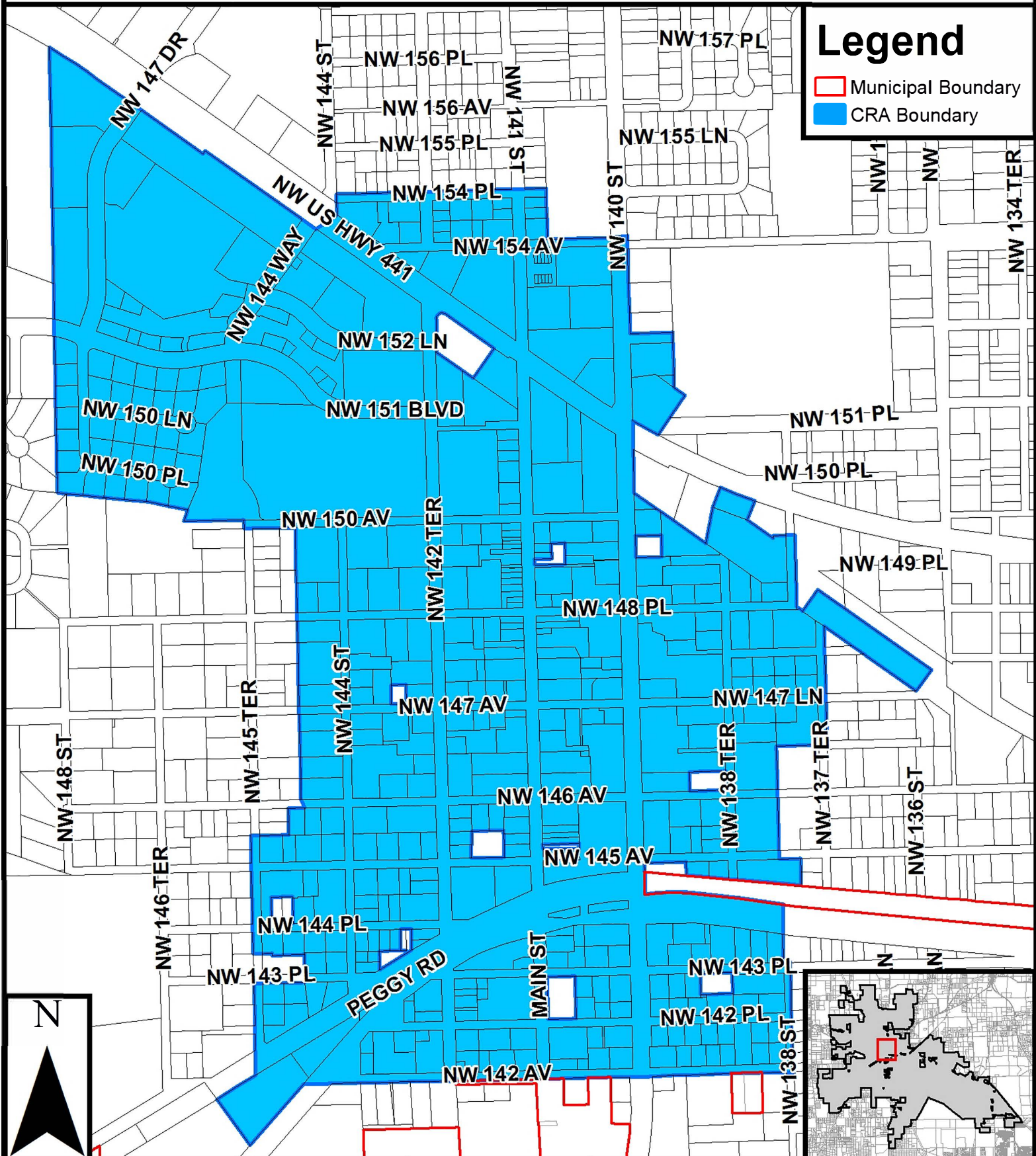
The GRANT RECIPIENT shall contact Deputy City Clerk Alan Henderson at (386) 418-6100 or ahenderson@cityofalachua.com, concerning any questions the GRANT RECIPIENT may have regarding the duty of the GRANT RECIPIENT to provide Public Records.

THE CRA OF ALACHUA RIGHT TO AUDIT

RIGHT TO AUDIT. The GRANT RECIPIENT agrees to furnish such supporting detail as may be required by the CRA to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The CRA will pay the cost of any audit. The CRA shall have the right to audit the GRANT RECIPIENT's records pertaining to the work/product for a period of three (3) years after final payment.

Appendix D.

Map of the Community Redevelopment Area



Business Façade Grant Program Property Owner Authorization

I, _____, understand that _____, is the leaseholder (the "Lessee") of the property located at _____ (the "Property") and is considering making certain improvements to the Property which may be funded in part by the City of Alachua Community Redevelopment Agency Business Façade Grant Program, hereinafter referred to as "Program." For the purposes of this authorization, hereinafter the Community Redevelopment Agency shall be referred to as "CRA" and the City of Alachua as "City".

I have reviewed the Program Policies and Procedures and the Program application to be submitted to the CRA by the Lessee. I agree and consent to the proposed improvements to the building located at the Property, as described and depicted in the Lessee's application for participation in the Program. I understand that the Lessee shall assume responsibility for completing all proposed improvements, and that I am not financially responsible for the Lessee's participation in the Program.

I understand and agree that neither the CRA nor the City shall assume any responsibility or liability for the improvements proposed by the Lessee or any other part for any action or failure of any contractor or other third party acting on behalf of the Lessee, and in no way does the CRA or the City guarantee any work to be done or material to be supplied for.

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

I affirm to the CRA and the City that the Lessee holds a valid lease which shall remain valid for no less than six (6) months following the date of application for Program funding.

I have read the above statements and acknowledge and agree that the terms stated therein are met. I have no objection to the Lessee pursuing the funding under the Program for the improvements described in the Lessee's application for participation in the Program, and I authorize the Lessee to make the proposed improvements to the building at the Property as described in the Lessee's application.

Signature of Property Owner

Date

Typed or Printed Name of Property Owner

State of _____ County of _____

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____

_____, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____