

Community Redevelopment Agency Downtown Advantage Program Grant

1. Application Process

All applicants must meet the definition of “eligible applicants”. An “eligible applicant” is a business startup or expansion with a business plan, who can provide verification that the money to cover their financial commitment under the program is available and reserved for that use.

- A. Applicant must meet with CRA staff to discuss the proposed project.
- B. Applicant must contact the city Building Department regarding land and zoning regulations and permits for the proposed building alterations and renovations.
- C. A building owner and the tenant must complete the Program Application form in its entirety. A blank application form will be provided by CRA staff.
- D. Provide a preliminary set of drawings as required by city code and a preliminary estimate from a contractor detailing the anticipated total cost.
- E. The CRA Board may approve assistance up to the \$5,000 limit of this policy. The application will be discussed at a regularly scheduled CRA Board Meeting and the applicant or their designated representative must be present at the meeting. This will allow for an opportunity to address any questions or concerns as well as any potential conflicts of interest in a public form.
- F. The CRA may agree to grant an amount in excess of the \$5,000.00 ceiling depending on the type of business and the build-out requirements, and will consider those requests on a case by case basis.

2. Before the CRA staff can create a funding contract for your eligible space and present it to the CRA Board for approval, the following items must be received by the CRA:

- A. Documents that authorize the individual representing the building owner and/or tenant to sign the agreement. This may be in the form of a corporate resolution, designation as the general partner, or other documentation depending on the form of ownership.
- B. A copy of the deed(s) to the building and, if appropriate, a copy of the complete lease, though it may yet to be executed by the tenant.
- C. Documentation that the portion of the total project cost not being paid with CRA funds is available for the construction activities. This may be in the form of a commitment letter from a commercial lending institution or other regulated lender, or documentation of the availability of cash to fund the necessary match. Any other form of acceptable documentation must be approved by the CRA Executive Director.

- D. A commitment letter from the building owner to the tenant that provides for a lease concession during the first 12 months of occupancy equal to 50% (fifty percent) of the CRA grant provide assistance.
- E. Photographs of existing conditions.
- F. A copy of one or more quotes from eligible licensed contractors.
- G. Proof of that the prior year's property taxes have been paid on the building.
- H. Proof that current property insurance on the building is in place.
- I. Completed Applications from the Building Owner and the Tenant
- J. A copy of the complete lease, though it may yet to be executed by the tenant.
- K. Renderings detailing what must be done to the space to be occupied.

3. After the funding contract is executed by the CRA Board but before funds are actually reimbursed to the tenant or building owner the CRA must receive:

- A. A copy of a fully executed construction contract or agreement.
- B. Copy of construction permit issued by the City and a full set of plans for the space to be occupied.
- C. Acceptable documentation of the expenditure of the total project cost. This should be in the form of a cancelled check or checks and invoices marked paid by the contractor.
- D. A copy of current City occupational license for the eligible space.
- E. A copy of a fully executed lease if not provided under 2(J) above.

4. Before the final reimbursement payment is released by the CRA, the following must occur:

- A. Reimbursement requests must be on the proper form, along with a detailed invoice from the contractor, approved by the building owner and the city Building Official documenting the completion of the project for which payment is being requested. Reimbursements should normally take about two weeks.
- B. Final inspection by the City Building Department for compliance and issuing a Certificate of Occupancy (if one is needed).
- C. A site visit by City/CRA staff to the construction location.

**AGREEMENT BETWEEN _____ AND THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF SEBRING, FLORIDA**

This Agreement is entered into by and between the Sebring Community Redevelopment Agency, a dependent special district of the City of Sebring (“CRA”) and _____. (“Tenant”).

WHEREAS: Tenant has demonstrated its desire to enhance the physical, economic, and aesthetic appeal of _____ (the “site”), a business location within the Community Redevelopment Area (“the CRA”) in Sebring, Florida; and

WHEREAS: Tenant has agreed to upgrade and renovate the interior of the building as reflected on previously provided plans and specifications; and

WHEREAS: These activities are directly and indirectly related to implementing the Community Redevelopment Plan; and

WHEREAS: The CRA has adopted policies and procedures to implement a Downtown Advantage Program Grant to provide partial funding for the cost of renovating the interior of commercial buildings to prepare them for occupancy.

THEREFORE for mutual consideration, the parties hereby agree as follows:

1. TERM OF THE AGREEMENT

The term of the Agreement shall be for a period not to exceed six months (6) starting the date approved by the CRA Board and this agreement executed by the Board Chairman of the CRA. The tenant is required to provide a copy of their business plan and enter into a lease with the landlord for a minimum term of twenty four (24) months.

2. SCOPE OF SERVICES

The CRA shall fund up to fifty percent (50%) of the total project cost of the renovation of the site, not to exceed \$5,000.00 as detailed in the adopted “Policies and Procedures Relating to the City of Sebring Community Redevelopment Area Downtown Advantage Program”. The CRA agrees to fund its share of the cost in no more than two disbursements after the Tenant has expended and documented the Tenant’s expenditure of its share of the total project cost. All invoices shall be approved by both the Tenant and the building owner prior to submittal to the CRA.

Tenant agrees to renovate the interior of the site, making it ready for occupancy for the business purposes described in the application. Such renovation shall conform to the adopted “Policies and Procedures Relating to the City of Sebring Community Redevelopment Area Downtown Advantage Program Grant” and meet all code requirements of the City of Sebring.

The CRA may agree to grant an amount in excess of the \$5,000.00 ceiling depending on the type of business and the build-out requirements, and will consider those requests on a case by case basis.

3. ADMINISTRATIVE CONDITIONS

Tenant agrees to the terms and conditions specified in the adopted “Policies and Procedures Relating to the City of Sebring Community Redevelopment Area Downtown Advantage Program Grant” and said document is incorporated into this agreement by reference as Attachment “A”. All definitions contained in Attachment “A” apply to this agreement.

4. BUDGET

The CRA agrees to pay from its Tax Increment Trust Fund the maximum amount of \$_____. Tenant agrees to expend a minimum of \$_____ as reflected on the cost estimates. Said funds are to be used for construction purposes according to the plans submitted in the application and the Total Project Cost Budget (Attachment B). Payment will not be made if work products are incomplete. Documentation detailing the source and extent of the total project cost shall be provided with each payment request from the Tenant. This shall typically be in the form of third party construction or vendor invoices with proof of prior payment by the Tenant.

5. ASSIGNMENT

This Agreement shall not be assigned in whole or in part by either the CRA or Tenant without the prior written consent of the other party, which consent may be withheld with the CRA’s sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

6. TERMINATION

This agreement may be terminated by the CRA or Tenant for cause or by the CRA for convenience upon thirty (30) days written notice by the terminating party to the other party of such termination in which event Tenant shall be paid for eligible expenses incurred prior to termination date. The building owner has standing to request the CRA terminate this agreement at any time prior to initial distribution of CRA funds.

7. GOVERNING LAW:

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the CRA and Tenant which arises out of or relates to the Agreement. Venue for any such litigation shall be in Highlands County, Florida.

8. WARRANTIES OF TENANT; INDEMNIFICATION

A. Tenant hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services and conduct business at the site as detailed in the application.

B. Tenant shall defend, indemnify, and hold harmless the CRA and CRA officers and employees from any claims, liabilities, damages, losses, and cost, charges, and expenses including but not limited to, reasonable attorneys' fees, to the extent arising out of or in connection with the negligence, recklessness, omissions, or intentional wrongful conduct, whether direct or indirect, of Tenant and other persons employed or utilized by Tenant in the performance of the Agreement. The indemnity provided herein is not limited by reason of any particular insurance coverage that may be required in this Agreement or Attachment "A".

C. No waiver of performance by the CRA or the City shall be deemed a breach of contract.

D. Neither the CRA nor the City shall be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

9. NONDISCRIMINATION

Tenant agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding discrimination.

10. ACCESS AND AUDITS

Tenant shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the CRA pursuant to this Agreement. The CRA shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Tenant or at such a location mutually agreed upon by the CRA and Tenant.

11. REMEDIES FOR NON-COMPLIANCE OR DEFAULT:

A. Tenant shall maintain any CRA funded improvements completed as part of this Agreement for a minimum period of three (3) years following the final inspection by the City.

The improvements will remain serviceable and shall retain their character based on the final design.

B. Tenant's failure to maintain the improvements in a manner acceptable to the CRA may be considered a material breach of the terms of the Agreement and/or Tenant:

- (1) Violates City Codes on an ongoing basis;
- (2) Fails to complete the project as originally proposed and approved.
- (3) Fails to complete the project in the time period proposed and approved.

C. If Tenant fails to perform any of its obligations or materially breaches the terms of the Agreement, the CRA may withhold eligibility for further benefits, recover payments made to Tenant, treat any breach as a City Code violation or take such other remedies that may be legally permitted.

12. NOTICES

All notices and communications to the CRA and Tenant shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

CRA: Kristie Vazquez, Executive Director
City of Sebring CRA
368 South Commerce Avenue
Sebring, Florida 33870

With a copy to: Robert Swaine, Esq
City Attorney, City of Sebring CRA
Swaine & Harris PA
425 South Commerce Avenue
Sebring, Florida 33870

Tenant: _____

Sebring, Florida 33870

Building Owner: _____

13. ENTIRE AGREEMENT

A. This instrument constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and Tenant relating to this agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the CRA and Tenant.

B. The CRA must approve any amendments or addenda to this Agreement and in extending or terminating this Agreement.

C. The Executive Director of the CRA shall serve as the CRA’s contact person under this Agreement unless otherwise directed by the CRA.

D. If there arises any conflicts of interpretation or conflicts between the Agreement and any Attachments or any other documents, the Agreement governs.

E. This agreement includes:

Attachment A: Policies and Procedures Relating to the City of Sebring Community Redevelopment Area Downtown Advantage Program Grant.

Attachment B: Total Project Cost Budget

Attachment C: Rent/Lease Forbearance Statement from Building Owner

Attachment D: Conflict of Interest Disclosure Form

IN WITNESS WHEREOF the CRA and Tenant have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

Tenant:

CRA:

LORRIE SMITH, Chairman
City of Sebring
Community Redevelopment Agency

Date:

Date:

WITNESSES:

WITNESSES:

Date: _____

Date: _____

**BUILDING OWNER INFORMATION
SEBRING CRA DOWNTOWN ADVANTAGE PROGRAM
APPLICATION**

1. Business Information

Name in which the property is titled: _____

Address of Property: _____

Property Legal Description: _____
(folio(s) #, page, etc:)

Owner Mailing Address: _____

If building is owned by a corporation or partnership, who is authorized to commit the owner (Signor):

Building Owner Telephone _____

Building Owner Fax Number: _____

Buildinig Owner E-Mail Address _____

If any requested improvements are due to previously cited code violations, please provide an explanation and copy of the citation.

2) Description of Proposed Improvements

Briefly describe the improvements proposed, how and on what the 50% match will be spent, and what you as the owner hope to gain from the improvements.

Estimated total cost of project: \$ _____

I understand that I must provide lease concessions that may be spread out over the term of the lease equal to 50% (fifty percent) of the Downtown Advantage Program assistance provided. I approve my tenant's application and authorize the improvements proposed by my tenant in the application to be constructed or installed in my building.

I hereby submit the sketches, drawings, plans, colors or renderings of the improvements proposed in this application. I understand that these must be approved by the Community Redevelopment Agency (CRA). **Approval by the CRA for style, color, appearance, etc., does not imply approval by the City of Sebring Building Department or Planning and Zoning, that the proposed changes meet City Code.** I understand that no work to be paid for by the CRA will commence until I receive written approval from the various permitting agencies. I also understand that any funding will be a matching grant and that no funds will be released until proper agreements have been executed by both parties.

Signature of Owner or
Signature of Authorized Representative

Date

Print Name

Print Property Owner's Name

Witness

Witness

SEBRING CRA DOWNTOWN ADVANTAGE PROGRAM GRANT - REQUEST FOR REIMBURSEMENT FORM

1. TENANT NAME:

2. TENANT SITE

ADDRESS: _____

3. TENANT MAILING ADDRESS (IF DIFFERENT):

4. TENANT BUSINESS TELEPHONE NUMBER:

5. TENANT CELL PHONE NUMBER:

6. TENENT EMAIL:

Column 1 Date Requested	Column 2 Contractor/Vendor and/or Description of Material <i>Include invoice and proof of payment for each item listed below</i>	Column 3 ACTUAL AMOUNT (From paid invoice)	Column 4 Col AMOU COL THAT I ELIC	Column 5 AMOU REQUES	Column 6 Line Number
	Sample: Draw Request #1 from Handy	\$2,200	\$1,800	\$900.00	
					Line 1
					Line 2
					Line 3
					Line 4
					Line 5
					Line 6
					Line 7
					Line 8
					Line 9
					Line 10
					Line 11

					Line 12
					Line 13
					Line 14
					Line 15
					Line 16
					Line 17
					Line 18

Required Attachments

- Copy of invoices and proof of payments for all items for which reimbursement is requested or which is claimed as match
- Picture(s) of work completed to date
- Copy of all work permits issued for project work **unless previously provided**
- Copy of certificate(s) from building inspector issued for project work **if reimbursement request is for final payment**
- Copy of all contractors licenses and certificates of insurance **unless previously provided**

I, _____ request reimbursement in the amount of \$ _____.

(Name of Tenant)
(Column 5, Line 18)

(Signature of Tenant)

(Signature of Building Owner)

(Date)

Instructions for Completing the Downtown Advantage Program Request for Reimbursement Form

The purpose of this form is to provide a standard methodology for reimbursement requests and to track total spending on a project. The first lines of the form should reflect the spending of the match funds by invoice and should contain the same documentation described in “Column 2” below. This will document the spending of the required match for the whole project. For the “match” invoices, columns 3, 4, and 5 should be zero, since none of the match is being reimbursed.

Once the expenditure of the full amount of the match is documented, additional lines will be used to document spending that will be reimbursed by the CRA.

When the project is finished and the last invoice for reimbursement is submitted, the totals at the bottom of the page should reflect the total amount of the project (Column 3) and the total amount of the CRA’s portion of that total project cost (Column 5).

Lines 1-6: Self Explanatory

Column 1: Date that this reimbursement request is submitted to the CRA

Column 2: Describe the construction or vendor items that are covered by the invoice that you are requesting to be reimbursed to you. You should provide a copy of that invoice and any backup material provided to you by the contractor or vendor. The invoice has to be approved and signed by the building owner. Documentation should also include proof that the invoice has been paid by the building owner, usually in the form of a cancelled check or bank money order. The CRA staff will review the documentation to ensure that the items for which reimbursement is requested are eligible.

Column 3: This is the gross amount of the invoice that is being submitted.

Column 4: This is the portion of the gross amount of the invoice in column 3 that is eligible for reimbursement by the CRA based on the list of eligible activities in the policies and procedures document.

Column 5: This is the portion of the gross amount of the invoice in column 3 that is being requested for reimbursement. It may be different from Column 4 if part of the invoice amount is not being requested. This is most likely to happen on the last invoice.

Column 6: This line number is only for CRA reference purposes.

CONFLICT OF INTEREST DISCLOSURE FORM

For the purpose of this disclosure, “employee” or “employed by” is broadly taken to mean any appointed or elected official of the City of Sebring or the Community Redevelopment Agency, any City Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the application for assistance under the Downtown Advantage Program.

1. Are you aware of any business or economic relationships between the City of Sebring (the “City”) or the Community Redevelopment Agency (the “CRA”) and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption.
For example, does the City of Sebring purchase goods or services from a company owned in whole or part by you and/or a member of your family?

_____ Yes _____ No

If yes, please list or elaborate such relationships and the details of annual or potential financial benefit as you can best estimate them on a separate sheet of paper.

2. Are you or a member of your family employed by or serve as an elected or appointed official for the City or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption

_____ Yes _____ No

If yes, please identify the employee’s name(s) and provide the specifics of the employment on a separate piece of paper.

3. Have you or a member of your family been employed by the City or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption.

_____ Yes _____ No

If yes, please identify the employee’s or official’s name(s) and provide the specifics of their employment or official capacity on a separate piece of paper.

Tenant:

Building Owner:

Signature

Signature

Typed or Hand-written Name

Typed or Hand-written Name

Date

Date