

110 NW 1st Avenue
High Springs, Florida 32643



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**HIGH SPRINGS
COMMUNITY REDEVELOPMENT AGENCY
AGENDA
City Hall
110 NW 1st Avenue**

NOVEMBER 18, 2014

6:00 PM

CALL TO ORDER: CHAIR SUE WELLER

INVOCATION:

PLEDGE OF ALLEGIANCE: CHAIR SUE WELLER

ROLL CALL: JENNY L. PARHAM, CITY CLERK

BUSINESS ITEMS

- 1. REVIEW AND CONFIRM RANKING OF CRA EXECUTIVE DIRECTOR APPLICANTS.**
- 2. OFFER POSITION TO NUMBER ONE RANKED APPLICANT.**
- 3. REVIEW AND APPROVE CONTRACT WITH NUMBER ONE RANKED APPLICANT.**
- 4. REVIEW AND APPROVE CRA FAÇADE GRANT AGREEMENT.**

ADJOURN.

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN COMMUNITY REDEVELOPMENT AGENCY MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY MANAGER, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

	BASTI GONZALEZ	AMANDA RODRIGUEZ	EMMA TIRELLA	SHAOMING ZHANG
WELLER	3	2	1	N/A
BARNAS	2	3	1	N/A
BASS - Verbal	2	3	1	N/A
GESTRIN	Did not rank applicants	Did not rank applicants	Did not rank applicants	N/A
JAMISON	2	3	1	N/A
NEWCOMB	2	3	1	N/A
WILLIAMS	1	3	2	N/A
	12	17	7	0

Ranking of CRA Executive Director Applicants

<u>Name</u> <i>(Alpha Order)</i>	<u>Interviewed</u>	<u>Rank</u>
Basti Gonzalez	10/14/2014	<input type="text" value="3"/>
Amanda Rodriguez	10/14/2014	<input type="text" value="2"/>
Emma Tirella	10/28/2014	<input type="text" value="1"/>

(Applicants are to be ranked 1 thru 3, with 3 as the highest ranking)

Board Member Name: Joe L. [Signature] 10/31/14

November 3, 2014

After review of the applications and interviews at City Hall.

I rank the applicants as follows:

- 1) Amanda Rodriguez
- 2) Basti Gonzales
- 3) Emma Tirella

I thank all for their participation.

A handwritten signature in black ink, appearing to read 'Bob Barnas', with a long, thin diagonal stroke extending upwards and to the right from the end of the signature.

Bob Barnas

High Springs City Commissioner

1. Amanda Rodriguez
2. Basti Gonzalez
3. Emma Tirella

Oct. 29, 2014 Scott Jamin

Verified: 11/12/14 Jamin

Jenny Parham

From: Byran Williams
Sent: Monday, November 03, 2014 3:00 PM
To: Jenny Parham
Subject: Executive Director

Executive Director Position Ratings

1. Amanda E. Rodriguez
2. Emma Tirella
3. Basti E. Gonzalez

Mayor Byran D. Williams
City of High Springs, FL

AGREEMENT FOR FAÇADE IMPROVEMENTS (Residential)

THIS AGREEMENT for Façade Construction, Maintenance and Reimbursement is made by and between the **City of High Springs Community Redevelopment Agency, a public body corporate and politic of the State of Florida** (“CRA” or “AGENCY”) and _____ (“APPLICANT”).

WHEREAS, APPLICANT is the owner or tenant of certain real property within the High Springs Community Redevelopment Area as described below; and

WHEREAS, APPLICANT desires to improve the façade of buildings/structures further described herein, located at _____ as described in Exhibit “A” attached hereto and incorporated by this reference herein.

WHEREAS, the AGENCY was created as a public body corporate and politic for the purpose of, among others, carrying out the community redevelopment purposes of the Community Redevelopment Act contained in Ch. 163, Part III, Florida Statutes (“Act”); and

WHEREAS, the AGENCY adopted the High Springs Redevelopment Plan (“PLAN”) on or about December 18, 1986, and the PLAN provides for a Rehabilitation Policy which permits the AGENCY to rehabilitate structures in the blighted areas within the Community Redevelopment Area through appropriate redevelopment actions; and

WHEREAS, the Act authorized the AGENCY to provide maximum opportunities for the rehabilitation and redevelopment of property within a Community Redevelopment Area by private enterprise; and

WHEREAS, the AGENCY agrees to provide incentives in the form of partial reimbursement for eligible expenses incurred in completing the Project, pursuant to the terms of this Agreement; and

WHEREAS, the goal of providing residential facade improvement grants is to stabilize the community, to preserve the quality of the neighborhoods, and assist residents with improvements, creating a sense of pride, and preserving the value of the homes equity; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. RECITALS and DEFINITIONS.

1.1. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

1.2. The terms used in this Agreement shall have the following meanings:

City of High Springs
CRA
Agreement for Façade Improvements (Residential)

“Act” means the Community Redevelopment Act of 1969, as amended, codified as Part III, Chapter 163, Florida Statutes.

“Agreement” means this Agreement for Façade Improvements, including any attached Exhibits, and any revisions.

“Applicant” means the party that submitted the Application that was approved by the CRA. The Applicant may be the Owner or a Tenant of the Property.

“Application” means the application for assistance pursuant to the Façade Improvement Program as submitted by the Owner, or by the Tenant with Owner’s consent, on _____, and approved by the CRA Director, with or without modification, on _____, a copy of which is on file in the office of the CRA Director.

“Actual Funds” means the total amount the AGENCY reimburses the APPLICANT.

“City” means the City of High Springs, Florida, a municipal corporation.

“Commencement Date” means the date on which the Application was approved.

“Completion Date” means the date on which the CRA approves the Project as being constructed consistent with the Project Plans.

“Owner” means the person or entity holding title to the real property and building upon which the Façade improvements are to be constructed.

“Project Plans” means the plans and specifications for the Project, consistent with the approved Application and submitted by the APPLICANT to the CRA Director prior to execution of this Agreement, including any changes or additions approved or required by the CRA.

“Project” means construction and maintenance of the Façade Improvements in accordance with the Application and the Project Plans, including the constructing and equipping thereon of other improvements appurtenant thereto with no unapproved Substantial Changes thereto.

“Project Site” or “Property” means the property described in Exhibit “A” attached hereto and by this reference made a part hereof.

“Substantial Changes” as determined at the sole discretion of the AGENCY, means any substantial deletions from, or additions to, the exterior appearance of the structures and buildings, as described in the Project Plans (a copy of which is attached hereto), or any diminution in the quality and quantity of the specific improvements described in the Project Plans.

ARTICLE 2. CONSTRUCTION/PAYMENT AND MAINTENANCE.

2.1 The Project shall be constructed as described in the Project Plans, without unapproved Substantial Changes. There shall be no unapproved Substantial Changes for a period of two (2) years after the Completion Date, whether such occur by design, neglect, casualty or otherwise, except as provided in Section 2.4(a).

2.2 The APPLICANT and AGENCY acknowledge that in order to promote redevelopment and to encourage and make the Project financially feasible, the AGENCY is committing funding to improve the Façade on the Project Site. The AGENCY agrees that within 30 days upon receipt of an invoice for improvements described in Section III of the Application, the AGENCY shall pay said invoice in full amount on behalf of APPLICANT. The AGENCY shall pay a total of \$_____ towards only those improvements described in Section III of the Application. Prior to the contracting with a third-party vendor for improvements described in Section III of the Application, APPLICANT shall solicit at least (2) competitive quotes for all improvement costs associated with the Project and submit such quotes to the CRA Director. The APPLICANT shall select the most responsive and responsible quote. The AGENCY will not pay any invoices for improvements performed by APPLICANT or OWNER (if different from APPLICANT).

2.3 Construction. Once this Agreement is executed, significant, ongoing progress must be demonstrated in order to maintain eligibility for reimbursement. Grant funds allocated to the Project will revert back to the AGENCY and the Façade Reimbursement Agreement will terminate, if the APPLICANT fails to make progress towards completion according to a work schedule agreed upon in conjunction with this Agreement. APPLICANT is responsible for obtaining or having obtained all required building permits for the work undertaken and must have a current business license throughout the Project.

2.4 The APPLICANT agrees that façade/improvements made using these funds will stay in place and be maintained for a minimum of two (2) years. By acceptance of the funds and filing of this Agreement, APPLICANT and the OWNER agree to restore and maintain (keep in good working condition and appearance) the improvements during the two (2) year period, and, upon failing to do so, shall be ~~obligated~~ obligated to pay a pro rata portion of the grant proceeds invested in the project for the number of months remaining. Further, if the building or business lease is transferred within two (2) years of façade project completion or the ownership is transferred within two years of façade project completion to a party not the APPLICANT, the APPLICANT and OWNER must pay a pro rata portion of the grant proceeds invested in the project for the number of months remaining. Exceptions:

- (a) The improvement has been damaged beyond repair (i.e. broken awning) and the improvement has been replaced with one of comparable appearance and quality.
- (b) The improvement was replaced for the purpose of further renovation that will enhance the Project, as determined in

the sole discretion of the CRA Executive Director or designee.

2.5 Subordinate to AGENCY Debt. The reimbursement obligation shall be subordinate in all respects to all debt service obligations of the AGENCY under bonds or other forms of debt currently outstanding or to be issued in the future, which pledge tax increment revenues on deposit in the Redevelopment Trust Fund for the Community Redevelopment Area. The obligations of the AGENCY as to any funding required pursuant to this Agreement shall be limited by an obligation in any given fiscal year to budget and appropriate from legally available sums in its Community Redevelopment Trust Fund, pursuant to the requirements of §163.387, Florida Statutes, the funding that is required during that fiscal year. The AGENCY shall not be prohibited from pledging any legally available revenues in its Redevelopment Trust Fund for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the AGENCY pursuant to this Agreement.

ARTICLE 3. PROJECT PLANS.

3.1 The AGENCY is not responsible for any error or omission in the Project Plans or failure of the Project Plans to comply with any building, zoning, or other regulations of the CITY or other regulatory agency.

3.2 The APPLICANT shall receive all applicable Certificates of Appropriateness from the Historic Preservation Board before any construction can commence.

3.3 If Substantial Changes are proposed by the APPLICANT to the Project Plans, they shall be resubmitted to the CRA Executive Director or designee. The CRA Executive Director or designee shall review the amended Project Plans within five (5) business days of receipt. If the CRA Executive Director or designee determines that the amended Project Plans do not meet the requirements of the Program or this Agreement, the CRA Executive Director or designee shall so notify the APPLICANT within three (3) business days of such determination. Upon receipt of such notification, the APPLICANT shall have fifteen (15) calendar days to amend the Project Plans accordingly and resubmit them to the CRA Executive Director or designee.

3.4 If any Substantial Changes are required to be made to the Project Plans during the construction of the Project, the amended Project Plans shall be submitted to the CRA Executive Director or designee prior to the commencement of the construction of the changes. The CRA Executive Director or designee shall review the amendments for conformance with the requirements of the Program or this Agreement as described in the above paragraph.

ARTICLE 4. INDEMNIFICATION.

4.1 In consideration of the AGENCY granting incentives pursuant to this Agreement to APPLICANT in connection with the development of the Project, the APPLICANT and the OWNER (if different from the APPLICANT) shall indemnify and hold harmless the AGENCY, its agents, elected and appointed officers, attorneys and employees from all suits, actions, claims, demands, damages of every kind and description to which the AGENCY, or their agents, officers, attorneys or employees may; be held liable by a court of competent jurisdiction by reason of injury to persons or death or property damage, resulting from or growing out of any negligence, error, omission or fault of the APPLICANT and the OWNER (if different from the APPLICANT), and their respective agents of employees, or its contractors or subcontractors occurring in connection with (i) any building, construction, installation, workmanship, design, construction, or development work, service or operation being undertaken or performed in, on or over the Project Site, or (ii) any uses, occupancy, maintenance, repair and improvements, or operation of the Project Site. Provided, however, that the indemnification provided in and contemplated by this section shall not be applicable to the extent that a decision or judgment of a court of competent jurisdiction holds that any injury to persons or death or property damage was solely attributable to acts of negligence or fault of the AGENCY, or their agents, officers, attorneys or employees.

4.2 Nothing in this Agreement shall be interpreted or construed as a waiver of the AGENCY'S sovereign immunity set forth in section 768.28, Florida Statutes.

4.3 No recourse shall be had for any damages or claims based upon any representation, obligations, covenant or agreement in this Agreement against any past, present or future officer, member, legal counsel, employee, director or agent, as such, of the AGENCY, either directly or through the AGENCY or respectively, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, legal counsels, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of the Agreement.

4.4 This Article shall survive the Completion Date of the Project and shall remain in full force and effect until all obligations and requirements under this Agreement have been completed.

ARTICLE 5. REPRESENTATION, WARRANTIES AND COVENANTS OF APPLICANT/OWNER.

5.1 The APPLICANT represents and warrants to the AGENCY that the following statements are true:

- (a) The APPLICANT is the owner of the Property or the Tenant of the Property that has obtained consent of the owner of the Property.
- (b) Each document to which the APPLICANT is or will be a party has been duly authorized by all necessary action on the part of, and has been or will

be duly executed and delivered by, the APPLICANT, and neither the execution and delivery, nor compliance with the terms and provisions: (i) requires the approval of any other party, except as have been obtained or as are noted herein (ii) contravenes any law, judgment, governmental rule, regulation or order binding on the APPLICANT, or (iii) results in any default under or creates any lien upon any property of the APPLICANT.

- (c) Each document to which the APPLICANT is or will be a party constitutes a legal, valid, and binding obligation of the APPLICANT, enforceable against the APPLICANT, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws which affect creditor's rights generally and subject to usual equitable principles if equitable remedies are invoked.
- (d) There are no pending or threatened actions before any court or administrative agency against the APPLICANT, that question the validity of any document contemplated herein, or that are likely to materially adversely affect this Agreement or the financial condition of the APPLICANT.
- (e) The APPLICANT is financially capable of carrying out all obligations in connection with the acquisition, construction and equipping of the Project contemplated by this Agreement.

5.2 The APPLICANT covenants with the AGENCY that:

- (a) The APPLICANT shall timely fulfill all the conditions herein that are within the control of APPLICANT and are the responsibility of APPLICANT.
- (b) The APPLICANT shall use its best efforts to accomplish the development of the Project, and will not knowingly violate any laws, ordinances, rules, regulations or orders that are or will be applicable thereto, including the Plan and the Act, nor permit others to do so.
- (c) The AGENCY shall be permitted to photograph the Project for use in future publications and marketing efforts.
- (d) The APPLICANT has standard property insurance on the Property.
- (e) The APPLICANT has no outstanding City liens on the Property, although the Actual Funds may be used to correct Code violations as long as the Actual Funds are not used to pay Code fines.

ARTICLE 6. DEFAULT; TERMINATION.

6.1 There shall be a default by the APPLICANT if the APPLICANT fails to perform or comply with any material provision of this Agreement. There shall be a default by the AGENCY if the AGENCY fails to perform or comply with any material provision of this Agreement.

6.2 If a default occurs, upon giving 15 days written notice of such default to the defaulting party, and upon expiration of such 15 day notice period if the default has not been cured, the non-defaulting party may terminate this Agreement. In the situation where the non-defaulting party is the APPLICANT, its sole remedy shall be the amount of approved funds, less reimbursements already made, provided that Completion has timely occurred prior to default.

6.3 The failure of the AGENCY or APPLICANT to promptly insist upon strict performance of any provision shall not be deemed a waiver of any right or remedy that they may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

6.4 Termination of this Agreement:

- (a) The undertaking and completion of the Project and performance by the APPLICANT in accordance with the provisions of this Agreement are dependent upon the timely completion and approval of plans, permits and successful financing. In addition to a termination upon a default, this Agreement may be terminated by the APPLICANT or AGENCY if the APPLICANT does not commence construction or obtain a building permit for the Project within three (3) months of the effective date of this Agreement, or complete construction in accordance with the agreed upon schedule.
- (b) The Agreement may be terminated by the APPLICANT for any reason prior to receiving payment of any Actual Funds.
- (c) In the event of a termination pursuant to this Section 6.4, neither the APPLICANT nor AGENCY shall be obligated or liable one to the other in any way, for any claim or matter arising from this Agreement or any actions taken by the APPLICANT or AGENCY thereunder or contemplated hereby. Each party shall be responsible for its own costs.

ARTICLE 7. DISPUTE RESOLUTION.

7.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the alleged breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall

consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

7.2 In the event of any alleged breach arising out of or relating to this Agreement, that is not resolved in accordance with 7.1 above, the matter may be entered by either party in any court having jurisdiction thereof. In any litigation, including breach, enforcement or interpretation, arising out of this Agreement, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

ARTICLE 8. ANTIDISCRIMINATION.

The APPLICANT agrees there shall be no discrimination against or segregation of any person, or group of persons, on account of age, sex, sexual orientation, race, color, marital status, creed, national origin, ancestry or disability in the employment of persons for the construction, sale or lease of any space in the Project.

ARTICLE 9. MISCELLANEOUS.

9.1 Assignment. Prior to the Completion Date, the APPLICANT and OWNER (if different from the APPLICANT) may not sell, convey, assign, or otherwise transfer or dispose of any of its rights, title, and interest in the Project, or any duty or obligation of the APPLICANT and OWNER (if different from the APPLICANT) pertaining to the Project, or any part thereof without prior written consent of the AGENCY. The OWNER may mortgage its interest in the Project or Project Site, or any part thereof, to any Mortgagee.

9.2 Beneficiaries. The Agreement has been entered into for the benefit of the parties and there are no third party beneficiaries. Unless expressly granted in a written instrument executed by the APPLICANT and OWNER (if different from the APPLICANT) and approved by the AGENCY, third parties acquiring any indicia of ownership in the Property or any portion of the Project shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the incentives, payments or benefits to arise or be made by the AGENCY under this Agreement.

9.3 Notices. All notices, demands, requests for approvals, or other communications shall be deemed given and delivered on the date delivered in person or on the date mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To the OWNER:

To the APPLICANT (if different from the OWNER:

To the AGENCY:
Executive Director
Community Redevelopment Agency
City of High Springs
110 NW 1st Avenue
High Springs, FL 32643

With copy to:
CRA Attorney
Office of the City Attorney
City of High Springs
527 East University Avenue
Gainesville, FL 32601

These addresses may be changed from time to time in writing delivered to the other party. Until written notice is received, a party may rely upon the last address given. Notice shall be deemed given, if notice is by mail, on the date mailed to the address set forth above or as changed pursuant to this Section.

9.4 Severability. If any provision of this Agreement is held invalid, the remainder shall not be affected if such remainder would then continue to conform to the requirements of applicable laws and if the remainder can be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties.

9.5 Governing Law; Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by each party. It shall not be deemed to have been prepared by the AGENCY or APPLICANT, and each of them shall be deemed to have participated equally in the preparation hereof.

9.6 Venue; Jurisdiction.

- (a) Each party submits to the jurisdiction of the State of Florida, Alachua County and the courts thereof and to the jurisdiction of the United States District Court for the Northern District of Florida, for the purposes of any suit, action or other proceeding relating to this Agreement and agrees not to assert by way of a motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may; not be enforced in or by such courts.
- (b) If any time, the APPLICANT or OWNER (if different from the APPLICANT) is not a resident of the State of Florida or has no agent available for service of process as a resident of the State of Florida the OWNER consents to service on its designated agent for such purpose and designates the Secretary of State, State of Florida, its agent for service in any court action between it and the AGENCY relating to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the

APPLICANT or OWNER (if different from the APPLICANT) at the address for notices.

9.7 Entire Agreement; Conflicts. This Agreement, including the Exhibits attached, constitutes the full and complete agreement between the parties, and supersedes and controls any prior agreements, representations and statements, whether written or oral. Each Exhibit referred to in this Agreement, together with the Application, are an essential part of this Agreement. The Exhibits, Application, any documents incorporated by reference and any amendments, even if not physically attached, shall be treated as a part of this Agreement.

9.8 Captions. The section headings and captions of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement.

9.9 Successors and Assigns. The terms AGENCY and APPLICANT shall include their successors and assigns and all benefits and obligations shall inure to and bind such successors and assigns.

9.10 Time. Whenever a notice or performance is to be done on a Friday, Saturday or Sunday or on a legal holiday observed in the City of High Springs, Florida, it shall be postponed to the next business day.

9.11 Term. Except as otherwise provided herein, this Agreement shall expire when the Project is completed, reimbursement is made as provided herein and there are no uncured defaults under this Agreement.

9.12 Effective Date. This Agreement shall be effective on the date the Agreement is executed by the last of the parties below.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below.

AGENCY:
HIGH SPRINGS COMMUNITY
REDEVELOPMENT AGENCY

By: Sue Weller, Chair

WITNESSES:

Sign name: _____

Print name: _____

Sign name: _____

Print name: _____

Approved as to Form and Legality
By: CRA Attorney

STATE OF: FLORIDA
COUNTY: ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as the Executive Director of the High Springs Community Redevelopment Agency, for an on behalf of the Agency and who is personally known to me.

Notary Public, State of Florida

APPLICANT:

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, and who has acknowledged that he/she has executed the same on behalf of the company, and that he/she was authorized to do so. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Affix Stamp

****NOTE:**

If the APPLICANT is different from the OWNER, an OWNER'S ACKNOWLEDGEMENT and CONSENT must be executed by the OWNER and attached, Or this Agreement is invalid and of no force and effect.