Small Business Façade, Site Improvement and Adaptive Reuse Program Agreement

TBSM Corporation, Inc. d/b/a Juice Bar

THIS AGREEMENT is made and entered into this __ day of _____, 2020, by and between the **City of Orlando, Florida,** a Florida municipal corporation (hereinafter referred to as the "City"), the principal address of which is Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801; **TBSM Corporation, Inc., d/b/a Juice Bar**, a Florida corporation, whose principal address is 2413 E. South Street, Orlando, Florida 32803 (hereinafter referred to as "the Applicant") and Darland Bakery, Inc., whose mailing address is 1516 E. Hillcrest Street, Ste. 210, Orlando, Florida 32803 (hereinafter referred to as "the Property Owner") (hereinafter collectively referred to as "the parties").

WHEREAS, in an effort to accomplish the objectives of the Economic Development Department, the Orlando City Council has approved and established the Small Business Façade, Site Improvement and Adaptive Reuse Program (hereinafter referred to as the "Program"), which provides certain City financial assistance in the form of an interest free deferred loan to be used by the Applicant as described in the Program description attached hereto as Exhibit "A"; and

WHEREAS, the Applicant is eligible for City financial assistance pursuant to the Program, and the City desires to provide such assistance; and

WHEREAS, the City has found and declared that the Program serves an important and significant public purpose and is necessary and proper in order to promote the health, safety, and welfare of the public, and the Orlando City Council hereby finds and determines that Applicant's proposal likewise is in the best interest of the public health, safety, and welfare, and serves a valid public purpose; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Applicant agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Loan. Subject to the Applicant complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the City shall award to the Applicant an amount not to exceed the sum of Five Thousand, Three Hundred and Sixteen Dollars and No Cents ($5,316.00) for the sole purpose of acquiring the goods and services for alterations and improvements to property located at **2423 East South Street (a/k/a 2413 East South Street), Orlando, Florida 32803** ("the Property") as set forth in the Project Description in Exhibit "B".

No interest shall accrue upon the principal of the total loan amount described in this part and payment to the City shall be deferred for a three (3) year period. The total loan amount shall

depreciate at 33% the first two years and 34% the third year of the deferment period. At the end of three (3) years, the loan shall be forgiven in its entirety on the condition that the improvements are installed and maintained in reasonably good condition and do not incur violations of Orlando City Code during the deferment period. The loaned funds shall be paid to Applicant only upon completion of the work, upon the receipt by City of third party invoices for the provision of goods and services delivered to Applicant in accordance with the Project Description, and upon proof shown that Applicant has in fact paid for said goods and services. The work must be initiated within ninety (90) days and completed within the first year of the date of execution of this Agreement.

If the improvements are not installed and maintained in reasonable good condition, and incur violations of Orlando City Code that result in a lien during the deferment period, or if the Property incurs a code enforcement lien for any violation that is committed during the deferment period, the Applicant shall pay the City a pro rata share (using a three-year amortization schedule for the loan proceeds) of the total loan amount. If the total amount of funds disbursed equal $999 or less, Applicant shall pay the City the total sum already disbursed.

3. Covenants, Representations, and Acknowledgements of Applicant. The Applicant hereby covenants, represents, and acknowledges the following:

a. The Applicant shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Applicant certain waivers, exemptions, or variances as allowed under the Orlando City Code.

b. The Applicant shall maintain occupancy of the Property for a minimum of three (3) years from the effective date of the Agreement.

4. Records. The Applicant shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and audit by the City during regular business hours.

5. Default. The following events or conditions shall be a default and deemed a breach of this Agreement by the Applicant if they occur during the term of this Agreement, and shall entitle the City, subject to section 2 hereinabove, to immediately seek the repayment of funds already loaned by the City to the Applicant, and to terminate this Agreement upon ten (10) days written notice to the Applicant:

a. The Applicant's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto.

b. Demolition of the Property or the improvements for any reason.

c. The Applicant's abandonment or closing of the business for any reason.

d. The Property or the Applicant's business incurs a code enforcement lien.

6. Indemnification. To the extent permitted by law, the Applicant shall indemnify, defend and hold harmless the City, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from the Applicant's performance under this Agreement, and which are caused in whole or in part by the Applicant, their agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

7. Agency. The Applicant and City, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

8. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

9. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Applicant, or any portion thereof.

10. Controlling law and venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

11. No Liability or Monetary Remedy. The Applicant hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the City, and that the City bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Applicant for any breach by the City is one of mandamus to require the City's specific performance under the terms and conditions of this Agreement.

12. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Applicant and the City. The Applicant cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Applicant further

represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Applicant as an inducement to entering into this Agreement.

13. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City contained herein.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

15. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

16. Estoppel Letter. Upon the request of the Applicant or one of its lenders, the City hereby agrees to furnish a letter stating whether (i) this Agreement is in full force and effect, (ii) there are any defaults under this Agreement and, if any, identify them, and (iii) all amounts due and payable hereunder have been paid in full, and, if not, the outstanding balances hereunder. Such letter shall be furnished within ten (10) days after request therefore.

17. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the Unites States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

City: Economic Development Department
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
(with a copy to the City Attorney's Office)

Applicant: TBSM Corporation, Inc. d/b/a Juice Bar
Attn: Susan Buttery
2314 E. South Street
Orlando, Florida 32803

18. Assignment. The Applicant shall not assign this Agreement without the prior and written consent of the City.

19. Term. The term of this Agreement shall be three (3) years, commencing on the day of full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

TBSM CORPORATION, INC. d/b/a JUICE BAR

_____
Print Name: _____
Title: _____

WITNESS:

_____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing FSARP Agreement is acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2020, by _____, who is the _____ of the above-named corporation, the Applicant. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

DARLAND BAKERY, INC.

_____
Print Name: _____
Title: _____

WITNESS:

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing FSARP Agreement is acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2020, by _____, who is the _____ of the limited liability company, the Property. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

THE CITY OF ORLANDO, FLORIDA

_____
Mayor/Mayor Pro Tem

_____
Date

ATTEST:

_____
Orlando City Clerk

The foregoing FSARP Agreement is approved as to form and legality for the use and reliance of the City:

_____
Assistant City Attorney

EXHIBIT "A"

SMALL BUSINESS FAÇADE, SITE IMPROVEMENT AND ADAPTIVE REUSE PROGRAM
Breathing New Life into Old Buildings

Policies, Procedures and Conditions

Purpose

The Small Business Façade, Site Improvement and Adaptive Reuse Program (FSARP) is designed to revitalize business corridors and abandoned buildings within the City limits through funding for building façade, site improvements, and/or building reuse improvements ("Award"). The goal of the FSARP is to preserve our history, contribute to our economic vitality by promoting small business and to cultivate vibrant neighborhood business corridors. The FSARP is designed as a forgivable loan program. Awards made to properties will encourage reuse of vacant or underutilized properties, improve appearance, and support the long-term viability of the City. Over time, the taxable valuation of the improved properties will increase, thus increasing the amount of funds available to revitalize the City.

Program Structure and Criteria for Selection

The Economic Development Department will oversee the FSARP. The building façade, site and reuse improvements are defined as the renovation/restoration of building faces or sites that are visible from the street and any internal life safety and/or building code (MEP) requirements that arise from a change of use to a building. Funding is based on budget availability and will be considered on a "first come, first served basis". Application submission **does not** guarantee approval.

Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the program criteria and conditions will not be eligible for funding. All members of the entity applying for the program must sign the grant application. For example, if the applicant is the property owner, all property owners, authorized corporate officers, or partners must sign the application. If the applicant is the tenant, with the property owners consent, all authorized corporate officers or partners of the tenant business must sign the application. Tenants who apply for the program must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term or that extends through the program agreement term (up to five years) as well as a notarized letter from the property owner.

Prior to consideration for a FSARP Award, the subject property must be free from any liens (excluding mortgage liens), judgments, or encumbrances of any kind (excluding easements), and all City obligations must be current. One a case by case basis the City may waive the City obligation requirement if related to a Code Enforcement action on a building's change of use. The City reserves the right to contract for a title search and/or ownership and encumbrance report at the City's discretion, the cost for which will be deducted from the award at the time of disbursement, if funding is approved.

All applicants for a FSARP Award must submit to a criminal background check. If the applicant is a corporate entity, the president, director, manager, or, in the case of a partnership, all partners shall submit to a criminal background check. In order to be eligible for funding, applicants must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo

contendere for financial/economic crimes within the past ten (10) years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for the Grant. Otherwise, results of the background check will be included in the documentation provided to the FSARP Review Committee for consideration as part of the application.

The FSARP Review Committee is designated by the Economic Development Department to review applications on a quarterly basis and to make recommendations of approval, with or without conditions, to the Orlando City Council. Special meetings may be called for time sensitive projects by at least two (2) members of the Committee by written notification to the FSARP Program Coordinator subject to staff recommendation and the Applicant's submittal of a complete application. The FSARP Review Committee is comprised of a representative of the Planning Division designated by the Planning Official, a representative of the Permitting Services Division designated by the Permitting Services Director and a representative of the Business Development Division designated by the Economic Development Director.

The funding awarded will be based on the lowest of at least three (3) qualified bids submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid, but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The City will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and secure proof of their licensing and insurance coverage.

Program Funding

Under the program, the City will reimburse 50% of the total project cost. Except for multi-tenant buildings, total award assistance from the City shall not exceed $20,000 for façade and site improvements only. If applying for MEP and/or life safety improvements, as required for a change of use, the award assistance from the City shall not exceed $40,000. If applying for façade, site improvements and MEP/life safety improvements, the award assistance should not exceed $50,000. All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost. Applicants that fall within the City's Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost.

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade and site improvements only, award amounts of $1,000 to $9,999, payment to the City is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of $10,000 to $14,999, payment to the City is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. For award amounts of $15,000 to $20,000, payment to the City is deferred for a five (5) year period where the loan depreciates at 20% each year.

For those property owner applicants (except owners of multi-tenant buildings) qualifying for the business façade, site improvements and/or change of use improvements, award amounts of $1,000 to $19,000,

payment to the City is deferred for a three (3) year period where the loan depreciates at 33% for the first two years and 34% the third year. At the end of three years, the loan is forgiven in its entirety. For award amounts of $20,000 to $34,999, payment to the City is deferred for a four (4) year period where the loan depreciates at 25% each year. At the end of four years, the loan is forgiven in its entirety. For award amounts of $35,000 to $50,000, payment to the City is deferred for a five (5) year period where the loan depreciates at 20% each year. At the end of five years, the loan is forgiven in its entirety.

For those business owner applicants qualifying for the business façade, site improvements and/or change of use improvements, payment to the City is deferred for a three (3) year period regardless of the award amount. The loan shall depreciate at 33% for the first two years and 34% the third year. At the end of the three years, the loan is forgiven in its entirety.

Funding for multi-tenant buildings is set forth in a separate section herein entitled “Multi-tenant Buildings”.

If the property is demolished, the title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the deferment period, the loan will be prorated accordingly per year and the remaining balance shall be paid back to the City of Orlando Economic Development Department. If the total project cost is $999 or less, and the property is either demolished, title to the property has been transferred, the property has been refinanced, or the property incurs a code enforcement lien during the one-year period following disbursement of funds by the City, the full amount disbursed shall be paid back to the City of Orlando Economic Development Department.

The amount of the deferred loan will be amortized in monthly installments over a specified period per the agreement term (36, 48 or 60 months) beginning on the date of execution of the Funding Agreement. The City will automatically forgive the monthly installments without any action as the installments become due, as long as the project is in compliance with all terms of the Funding Agreement. Should the façade, site, building code, and/or life safety improvements be altered, destroyed or demolished, or the terms of the Funding Agreement be violated, the outstanding balance of the deferred loan will become due and payable.

All Applicants (and property owners if the applicant is a tenant) must sign the Funding Agreement.

In order to insure that funds are available, improvements to be made under this program must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the date of execution of the funding agreement. Extensions may be granted by the Economic Development Director given just cause by the applicant. (e.g. contractor delays, Acts of God, etc.)

Eligible Applicants

Manufacturing industries
Construction industries
Technology and communication industries
Business service industries
Transportation and storage industries
Retail and restaurant industries
Business with cultural uses

Personal service industries (i.e. barber shops, beauty shops, laundromats, appliance repair, jewelry and clock repair, duplicating services, health spas, dance studios, photography studios, tailoring, and other similar services)
On a case-by-case basis if a project is located within the City's designated Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site the City may approve a use not listed within the Eligible Applicants.

Ineligible Applicants*

National franchises
Residential property (owners and tenants of residential property)
Not for profit organizations
Government owned or occupied buildings (government owners or government owner/occupants)
Church/religious institutions
Health and medical industries
Agricultural service industries
Tattoo parlors
Body piercing or body art shops
Adult entertainment facilities
Adult oriented or adult themed retail businesses
Nightclubs, bars, or taverns
Liquor stores
Gun shops
Pawn Shops
Businesses that sell drug paraphernalia
Any business or commercial property with outstanding code enforcement violations or liens (unless related to a change of use)
Any business with outstanding red light camera violations
Any business or commercial property that is not current with state and local taxes, and/or has any outstanding tax lien(s) against any property
Any business or commercial property with outstanding debt to the City

*A copy of the business' license issued by the Florida Department of Business & Professional Regulation may be requested to determine eligibility.

Applications shall meet the criteria outlined below:

1. Buildings must be located within the City of Orlando limits. Small Business Façade, Site and Adaptive Reuse Improvement funding shall only be awarded for eligible properties that pay ad valorem taxes.

2. Applicants must be a commercial property owner and/ or a new, for-profit business (tenant) moving into an existing site, or an existing for-profit business (tenant) in the City of Orlando.

3. All business owner applicants must be a small business as defined by the U. S. Small Business Administration. http://www.sba.gov/content/small-business-size-standards

4. All existing business owner applicants must possess a current City of Orlando Business Tax Receipt.

5. All applicants must be current with state, and local taxes, and not have any outstanding tax liens imposed against any property.

6. All applicants must propose a minimum of three (3) distinct improvements.

7. All applicants (business and/ property owner) must not have outstanding code enforcement violations or liens (unless related to a change of use).

8. All applicants must not have outstanding red light camera violations.

9. Except for multi-tenant buildings, only one (1) award per property owner or tenant per fiscal year, and only one (1) award per property per five-year program term. When an entity owns multiple properties that are adjacent, the funding may be shared between these properties for a unified improvement plan. When an entity owns multiple properties that are not adjacent, only one (1) property may receive award monies in that particular fiscal year.

10. Prior to an application being reviewed by the FSARP Review Committee, all proposed improvements must meet the requirements of the Appearance Review Board (ARB), if located in Downtown Orlando; the Historic Preservation Board (HPB) if located within a Downtown Historic District; or the Board of Zoning Adjustment (BZA) as well as all other City Code requirements. Approvals or Certificates issued by the ARB, HPB or BZA do not guarantee approval of a FSARP Grant.

11. Applications must be approved by City Council prior to the commencement of any façade, site, MEP and/or life safety improvement work sought to be covered under this Program. No funding will be awarded retroactively.

12. Recipients of FSARP assistance may apply for the Business Assistance Program (BAP). Past BAP recipients may also apply for FSARP assistance. However, total assistance from both programs may not exceed $20,000 if utilizing only the business facade and site improvements and $50,000 if utilizing business façade, site, MEP and/or life safety improvements. An exception shall be made if a recipient of FSARP assistance is required by the City to make improvements to the City's right-of-way (which includes, but is not limited to, street lighting and fire hydrant installation/relocation, sidewalk repairs; traffic signalization; water and sewer line construction, removal or relocation; curb, gutter, street improvements and landscaping). In that instance, the recipient may apply for the BAP and receive assistance for up to $20,000. MEBA applicants may also apply for FSARP assistance.

13. **Recipients of FSARP assistance may also apply for the Downtown Façade and Building Stabilization Program (DFBSP) if the property falls within the Downtown CRA. Applicants may qualify for the maximum funding allowed under each program. The program coordinators will work closely to ensure that there is no overlap between the proposed improvements.**

14. Funding shall be approved by the FSARP Review Committee, based upon factors including:
   a. Location within a high traffic, high visibility area/business corridor
   b. Improvement to the overall appearance of the site
   c. Quality of design
   d. Consistency of proposed facade design with design goals of surrounding area
   e. Location within an Orlando Main Street/Market Street District, Brownfield area/site, and/or Urban Job Tax Credit area
   f. Contribution to historic renovation or restoration
   g. Will serve as a catalyst for redevelopment
   h. Incorporation of sustainable materials and/or methods
   i. Business tenure in the City

Only completed applications will be accepted. Incomplete applications will be returned to the applicant.

Multi-tenant Buildings

Façade and Site Improvements

1. **Property Owner Applicants:** Property owners who lease to two or more street level businesses in a single building (multi-tenant building) with clearly defined entrances into storefronts that are visible from the public right-of-way may apply for the program assistance for façade and site improvements. The term of the program agreement shall be for five (5) years. If the owner seeks program assistance for more than one multi-tenant building, the owner may submit an application for one of the buildings in one fiscal year, and an application for the other building in a following fiscal year. Multi-tenant building owners may apply for program assistance a second time for the same multi-tenant building after the expiration of the first program agreement.

2. **Business Owner Applicants:** Business owners who lease space in a multi-tenant building (tenants) containing clearly defined entrances into storefronts that are visible from the public right-of-way may apply for program assistance for façade and site improvements. The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time for the same tenant space two (2) years after the expiration of the first program agreement. The property owner must sign an affidavit acknowledging that they have reviewed the tenants' proposal/plans for the façade and site improvements.

3. **Maximum Award Amount:** The maximum eligible award amount for multi-tenant buildings for façade and site improvements shall not exceed $40,000 per building.

Adaptive Reuse Improvements

1. **Business Owner Applicants:** The term of the program agreement shall be for three (3) years. Tenants may apply for program assistance a second time one (1) year after the expiration of the first program agreement. The tenant must be the original business entity and be in the process of expansion either on the same property or on a different property and incur additional change of use requirements. If a new tenant is occupying a space that has previously qualified for program assistance for adaptive reuse improvements, the new tenant may apply for the program if it is undergoing a change of use for that space. The property owner must sign an affidavit acknowledging that they have reviewed the

tenants' proposal/plans for the adaptive reuse improvements.

2. **Property Owner Applicants:** Only tenants may apply for these type of improvements.

3. **Maximum Award Amount:** The maximum eligible award amount for multi-tenant buildings for adaptive reuse improvements shall not exceed $40,000 per tenant space. If a tenant is applying for both façade/site improvements and adaptive reuse improvements, the award assistance should not exceed $50,000.

Additional Funding Information

All awards will be treated as zero-interest, deferred loans. The applicant(s) will be responsible for the remaining 50% of the total project cost.

Applicants that fall within the City's Main Street/Market Street areas, Urban Job Tax Credit Area and/or a designated Brownfield areas/site are eligible for 80% reimbursement. These applicant(s) will be responsible for the remaining 20% of the total project cost.

Eligible Improvements

Property owners and/or tenants may apply for the Program. Tenants applying for funding shall provide written permission from the property owner in addition to the signed Owner's Affidavit.

The entire building façade, MEP and/or life safety plans of a subject application must be included in the renovation/restoration plans. **A minimum of three (3) improvements must be proposed.** Eligible costs for Grant participation include, but are not limited to:

a. Façade Rehabilitation
b. Removal of non-contributing false facades
c. Building cleaning (non-sandblasting)
d. Stucco restoration
e. Tuck pointing masonry
f. Painting
g. Replacement or reconstructive woodwork
h. New doors and windows
i. Restoration of historically appropriate doors, windows, or building features
j. Signs, awnings, murals, and canopies (must be associated with other façade improvements and no more than 50% of total Grant may be used toward signage or mural. An exemption can be made for properties located within special plan areas.)
    i. Mural design must be approved by the FSARP Review Committee
    ii. Mural design must meet current guidelines of Artistic Mural Pilot Program
    iii. The FSARP Committee has the authority to deny funding for a mural if it determines that there are imperative improvements needed on the site
k. Exterior lighting*
l. Site Improvements
    i. Landscaping
        1. Includes hardscaping around perimeter of property

2. Irrigation may also be included if required to support landscaping
3. Preference given to drought-tolerant trees and plants
4. Must be compliant with City Code

ii. Parking lot improvements
1. Parking lot improvements must be permanent (temporary and conditional uses not eligible).
2. Parking lot improvements must be visible from the public right-of-way, adjacent to the front of the façade

iii. Fencing around the perimeter of the property
1. Must be associated with other improvements
2. Must be consistent with City Code

m. MEP Improvements
1. Must be associated with a buildings change of use
2. Must be compliant with the City Code and State of Florida Building Code
3. Improvements include but are not limited to:
a. Mechanical
b. Electrical
c. Plumbing

n. Interior Life Safety Improvements
i. Must be associated with a buildings' change of use
ii. Must be compliant with City Code and State of Florida Building Code
iii. Improvements include but are not limited to:
1. Fire walls
2. Sprinklers
3. Egress
4. Fire alarm, exit signs and automatic lights

*Projects that include up lighting are encouraged, but not required, to utilize the OUConvenient Lighting program. Contact OUC at (407) 423-9018, option 3 for details and information about the program.

It is strongly recommended that applicants retain the services of a registered architect, or similarly qualified licensed design professional, to prepare plans, drawings, and construction specifications for their project. Fees for services provided by a registered architect or similar qualified design professional may be counted towards the applicant's program match.

Ineligible Items

The following items are ineligible for reimbursement:

1. New building construction or new building additions
2. Roofs
3. Structural improvements
4. Interior improvements (not including MEP and/or life safety improvements related to a change of use)
5. Refinancing existing debts
6. Non-fixed improvements, inventory, or equipment
7. Payroll (not including work to be done by owners as part of grant match) and associated

overhead costs

8. Improvements or expenditures made prior to execution of the funding agreement
9. General periodic maintenance
10. Consultant fees
11. Costs associated with architectural design or preparation of construction documents

Procedures

The procedure for project review is as follows:

1. **Pre-Application Meeting**
   The applicant is required to meet with the FSARP Program Coordinator who will review the applicant's plans per the program requirements to determine eligibility. The Coordinator will provide the applicant with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application.

   If the application appears ready to move forward, the Coordinator will instruct the applicant to proceed with any necessary review by the Appearance Review Board (ARB) if located in Downtown Orlando, the Historic Preservation Board (HPB) if located within a Downtown Historic District or the Board of Zoning Approval (BZA) if a zoning variance is required. If these reviews are not required, the applicant may move forward with application submission.

2. **Program Application Submission**
   Following approval by the ARB, HPB and BZA and issuance of the appropriate review Certificate, the Grant application and all attachments may be submitted to the FSRP Program Coordinator for formal consideration of funding. A $50 non-refundable application fee is due with application submission. The application fee offsets the cost of background checks and other necessary due diligence performed by the FSRP Program Coordinator.

3. **Review Program Application**
   Once an eligible application and the supporting documents are received, the FSARP Program Coordinator will then conduct the mandatory criminal background check and assess the application with regard to all program requirements. All eligible applications will be forwarded to the FSARP Review Committee for review according to the program criteria in an interview format with the applicant. The Committee may recommend approval, denial, modification, or tabling applications. If the Committee recommends approval of an application, it shall establish the City's maximum award participation (not to exceed dollar amount) based on the lowest of the three (3) qualified bids submitted by the applicant.

4. **Final Agreement and Construction**
   Once the FSARP Review Committee recommends approval, a funding agreement will be presented to City Council for approval. If approved for funding, the applicant (and property owners, if a tenant is the applicant) shall sign the required funding agreement. After the funding agreement has been executed on behalf of the City, the applicant may secure permission from the City to construct by securing appropriate building permits. Substantial modifications to final plans or change orders to construction documents which produce visible differences in the previously

approved façade design will require review and approval of the FSARP Review Committee. Evidence of licensure and insurance of the selected contractor(s) shall be submitted to the FSRP Program Coordinator prior to commencement of any work associated with the funding.

5. **Construction Approval**
   On completion of construction, including final inspection by the Permitting Services Division, the awardee shall submit a request for reimbursement to the FSARP Program Coordinator. Along with request for reimbursement, the awardee must submit the following to assure the terms of the agreement have been honored:
   - Proof of all project costs, including contractor invoices
   - Receipts proving payment for services and supplies
   - Lien release(s) by the contractor(s)
   - One photo of each improvement and at least one photo of the entire façade , MEP and/or life safety improvements

The FSARP Program Coordinator will certify that all work was permitted and inspected by the City's Permitting Services Division and verify the work was completed in a satisfactory and professional manner. Discrepancies will be noted and a time frame for their correction will be established as necessary. If there is a strong deviation in improvements as approved by the FSARP Review Committee, the City reserves the right to deny reimbursement.

6. **Disbursements**
   Funds will generally be provided upon completion of the project. However, at the City's discretion and pursuant to the terms of the funding agreement, funds may be distributed incrementally as phases of the approved project are completed. Reimbursements will be made according to City's accounting procedures with funds disbursed by check payable to the grantee. All funds shall be issued to the awardee on a reimbursement basis only.

Available Funds

The City may from time to time at its discretion establish annual funding for the program.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and awardees. The City retains the right to amend the program guidelines, deviate from the guidelines, and amend agreements and/or application procedures. The City also retains the right to display and advertise properties that receive matching funds under this program.

EXHIBIT "B"

Project Description

Install new front door, install new front and west windows and a wall mural.