Community Redevelopment Agency
Tuesday, March 25, 2025 at 6:10 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. CALL TO ORDER

A. Roll Call

2. PUBLIC PARTICIPATION

3. CONSENT AGENDA

4. OLD BUSINESS

5. NEW BUSINESS

5.A Consider the approval of a Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Large Scale Commercial Facade/Property improvement 50-50 matching grant in the amount of $59,100 to Crown Assisted Living, LLC located at 301 Milford Place, New Smyrna Beach, FL.

6. REPORTS AND COMMUNICATIONS

7. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW SMYRNA BEACH (CRA) LARGE SCALE COMMERCIAL FACADE/PROPERTY IMPROVEMENT 50-50 MATCHING GRANT IN THE AMOUNT OF $59,100 TO CROWN ASSISTED LIVING, LLC LOCATED AT 301 MILFORD PLACE, NEW SMYRNA BEACH, FL.

March 25, 2025

Background:

On April 13, 2021, the CRA Board and City Commission approved the program guidelines for the Small Scale Commercial Facade / Property Improvement Grant Program, Large Scale Commercial Facade / Property Improvement Grant Program and the Adaptive Reuse Opportunity Grant Program.

For this grant request, the CRA is considering an award of a Large Scale Commercial Facade / Property Improvement Grant, in the amount of $59,100, to Crown Assisted Living, LLC to replace the roof. The total cost of the roof replacement has been estimated to cost $118,200.

The property's roof, originally installed in 2001, is currently leaking and in need of replacement. The planned upgrade with high-quality architectural-grade shingles will not only provide the necessary improvement in the living conditions but also enhance the overall visual appeal of the property and the surrounding area.

The Large Scale Commercial Facade / Property Improvement Grant is designed to encourage desired, and value added exterior commercial facade / property improvements within the targeted area of the program.

There is a cap per eligible applicant of up to $100,000. To be eligible for a full $100,000 grant award, the applicant must provide documented proof of at least a $200,000 on completed CRA grant related commercial facade / property improvement work items.

Findings:

The grant applicant provided three quotes by licensed contractors in Florida to replace the work:

Gimo's Renovation & Roofing $ 165,000
Sunrise Roofing Services Inc. $ 135,000
Febres Roofing LLC $118,200

The grant applicant provided all required documentation and meets the eligibility requirements for this grant program.

Motion to approve CRA Large Scale Commercial Facade Grant not to exceed $59,100 and to authorize the Mayor to execute the Grant Agreement.

Fiscal Analysis:
In the 2024 - 2025 Fiscal Year Budget there is $600,000 budgeted for Large-Scale Commercial Facade / Property Improvement Grants.

Strategic Plan Item:
No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

TAB 14 Crown ALF_CRA Large Scale Commercial Facade_ Property Improvement Grant Program Application 2025.pdf
Crown Assisted Living .jpg
TAB 9 Rendering - new roof.pdf
CRA Grant Agreement and Affidavit - Crown ALF.pdf

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32168

Large Scale Commercial Facade / Property Improvement 50-50 Matching Grant Program Overview

Awards up to $100,000 / Applicant(as funds are available)

The Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within the CRA District of the city's Community Redevelopment Agency of the City of New Smyrna Beach (CRA) area.

These improvements can include, but are not limited to façade, painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $100,000 per applicant. The Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant was created to encourage and incentivize the redevelopment of commercial buildings and properties with commercial frontage within the CRA District /

Area. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $100,000.

For example: For a CRA Grant Recipient to receive the full $100,000 CRA reimbursement grant, the applicant must spend a minimum $200,000 on eligible exterior commercial façade/ property improvement items. Once the required documentation has been submitted to CRA staff for approval and the project obtains necessary regulatory approval, the $100,000 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA District must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA/Economic Development Department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business within the CRA District. The result will halt deterioration, stabilize property values, improve, and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

1. The program is available only for commercial property located within the CRA District. **Click the link below to see if your address is in the CRA Grants' Targeted Area**: https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage
- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property

- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations.
- Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e., payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting a Large Scale Commercial Facade Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Commercial Façade/Property Improvement Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue, New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Large Scale Commercial Facade Grant Program and funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the New Smyrna Beach CRA Board). Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

5. Once an application is deemed complete and meets all of the criteria, the applicant will also sign an agreement and affidavit. The application, support documents, agreement and affidavit will be submitted by the CRA Director to the CRA Board for the next available CRA Board meeting for approval. Work cannot begin prior to approval. Any work started prior to approval is not eligible for reimbursement.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made to verify that the business is in operation. Staff may also conduct unannounced site visits periodically to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing to achieve the

agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand, and accept the program overview and guidelines set forth above for the Large Scale Commercial Facade / Improvement 50-50 Matching Grant Program.

301 Milford Pl, New Smyrna Beach FL 32168

Property Address City, State, Zip Code

Juris Bergs

Applicant Name **(Please Print)**

Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL of the following items before it will be processed and considered for approval.

☐TAB 1: Written detailed description of the improvements to be done to the property ☐TAB 2: W9 Form (attached)

☐TAB 3: Copy of Business Tax Identification

☐TAB 4: Copy of Occupational Licenses

☐TAB 5: Copy of Warranty Deed,

☐TAB 6: Copy of Lease (if applicable),

☐TAB 7: Copy of Property Appraisal Records (paid property taxes)

☐TAB 8: Plans or sketches (if applicable)

☐TAB 9: Rendering of completed project (needed for presentation purposes)

☐TAB 10: Site plan and plant list for landscape projects

☐TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☐TAB 12: Estimated timeline or project schedule

☐TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, etc.)

☐TAB 14: Completed Application

☐TAB 15: Completed Checklist

ALL DOCUMENTS ALONG WITH COMPLETED APPLICATIONS SHOULD BE PROPERLY LABELED AND INSERTED INTO A MULTI PART PRONGED FOLDER. PARTIAL SUBMISSIONS WILL NOT BE REVIEWED OR ACCEPTED.

1. APPLICANT

Name: Juris Bergs

Address: 301 Milford Place

City, State: New Smyrna Beach

Zip Code: 32168 Phone Number: 386-333-2434

E-mail: jurisberg@gmail.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Juris Bergs

Address: 301 Milford Place

City, State: New Smyrna Beach

Zip Code: 32168

3. **OWNER TYPE**:

☐ Individual ☐ Partnership ☐ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name: New Smyrna Beach Estate LLC

Address: 301 Milford Place

City, State: New Smyrna Beach

Zip Code: 32168 Phone Number: 386-333-2434

E-mail: jurisberg@gmail.com

5. **PROJECT INFORMATION**

Project Description

The property's roof, originally installed in 2001, is currently leaking and in need of replacement. The planned upgrade with high-quality architectural-grade shingles will not only provide the necessary improvement in living conditions but also enhance the overall visual appeal of the property and the surrounding area.

Select all applicable ambitioned improvements in the property.

IMPROVEMENT	COST	IMPROVEMENT	COST
☐ Painting		☐ Exterior lighting	
☐ Shutters		☐ Patio or decks connected to the building	
☑ Roof Repair	$118,200	☐ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	
☐ Awnings/canopies		☐ ADA improvements	
☐ Decorative exterior facade improvements		☐ Signage	
☐ Exterior doors/windows		☐ Fencing (excluding chain link, barbed wire, and wood panels)	
☐ Landscaping around the building		☐ Demolition of structure	
☐ Irrigation		☐ Public Utilities and Infrastructure relative to business or commercial property	
☐ Parking lot repaving, resealing, restriping		☐ Exterior Security Features	
☐ Professional Design Assistance		**ESTIMATED TOTAL IMPROVEMENT COST**	$118,200

Name of **LICENSED** General Contractor for the Project: Febres Roofing LLC

Address of General Contractor: 390 North Orange Ave

City, State Orlando Zip Code 32801

Phone Number of General Contractor: 407-844-5204

Email for General Contractor: Margaritafebres@hotmail.com

Estimated Total Project Cost: $118,200 Grant Amount Requested: $59,100

6. **SOURCES OF FUNDING**

cash at company bank account

7. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for an Adaptive Reuse Opportunity Program 50-50 Matching Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the Community Redevelopment Agency of the City of New Smyrna Beach (CRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The CRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) or its agents to take photos of myself and myself and business to be used to promote the program.

Juris Bergs

Applicant Name **(Please Print)**

Applicant Signature 2/12/2025 Date

Applicant Name **(Please Print)**

Applicant Signature Date

Property Owner Authorization Form

****To be completed only if the applicant is a tenant****

The undersigned owner of the existing building located at:

301 Milford Place, New Smyrna Beach, FL 32168

Address

Certifies that:

Crown Assisted Living LLC

Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Large-Scale Commercial Façade / Property Improvement 50-50 Matching Grant Application. I understand and agree that neither the CRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Large-Scale Commercial Facade/Property Improvement 50-50 Matching Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the Community Redevelopment Agency of the City of New Smyrna Beach (CRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the CRA harmless for charges, damages, claims, or liens arising out of the Applicant's participation in the Large-Scale Commercial Facade/Property Improvement 50-50 Matching Grant Program.

Juris Bergs

Property Owner Name

Property Owner Signature 2/13/2025 Date

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 (numeric date) day of Feb (month), 2025 (year), by Juris Bergs (name of person acknowledging).

(Seal)

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known: _____

OR Produced Identification: ✓

Type of Identification Produced: FL DL

JACIE SAGE MURRAY
Notary Public, State of Florida
Commission# HH 325791
My comm. expires Oct. 25, 2026

THIS AGREEMENT is entered into this 25 day of March 2025, by and between the Community Redevelopment Agency of the City of New Smyrna Beach ("CRA") and

Crown Assisted Living, LLC

("Applicant").

WHEREAS, Applicant has made application for a grant with the CRA under the CRA Large Scale Commercial Facade Program Grant; and

WHEREAS, Community Redevelopment Agency of the City of New Smyrna Beach (CRA) has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to CRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, CRA will reimburse Applicant the approved amount of $59,1000; (in no event shall CRA pay more than $100,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: Juris Bergs

Print Name: Juris Bergs

By: _____

Its: _____

"Applicant"

Community Redevelopment Agency of the City of New Smyrna Beach (CRA) Board

_____

Chairperson


CROWN


301
CROWN
ASSISTED LIVING

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH
LARGE SCALE COMMERCIAL FAÇADE/PROPERTY IMPROVEMENT
GRANT AGREEMENT

This agreement is entered into this 25 day of March 2025 by and between the Community Redevelopment Agency of City of New Smyrna Beach, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Juris Bergs, Crown Assisted Living LLC. ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Large Commercial Façade/Property Improvement Grant Program to further the Community Redevelopment Area (CRA) Master Plan and encourages revitalization of commercial and industrial properties by assisting in the cost of exterior commercial façade/property improvement projects within the Community Redevelopment Area; and

WHEREAS, **GRANTEE** is the president of a business located at 301 Milford Place, New Smyrna Beach, FL 32168 and has made application for a grant under the Large Scale Commercial Façade/Property Improvement Grant Program for roof repairs; and

WHEREAS, GRANTOR has evaluated the application against the program criteria and finds that the proposed improvements to be made by GRANTEE satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. GRANTEE agrees to obtain licensed roofing contractor to replace the roof of the commercial property located at 301 Milford Place, New Smyrna Beach, FL , as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

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(b) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before ***July 31, 2025***.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency Board.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned decorative exterior façade improvement, exterior doors/windows, parking lot improvements, professional design assistance, exterior lighting, and fencing is $100,000 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling ***$ 118,200*** the maximum eligible grant award to GRANTEE is $ 59,100 subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1 improvements have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to 301 Milford Place, New Smyrna Beach, FL 32168 or an updated mailing address provided in writing to the CRA by the grantee.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements at 301 Milford Place, New Smyrna Beach, FL 32168. Such inspections shall not replace any permit inspection by the city's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE. GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. GRANTEE agrees that if the commercial property is listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Large Scale Commercial Façade/Property Improvement Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to

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approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 7. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Large-Scale Commercial Façade/Property Improvement Grant provided for in this Agreement.

WITNESSES:

COMMUNITY REDEVELOPMENT AGENCY OF CITY OF NEW SMYRNA BEACH,

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

WITESSES:

Crown Assisted Living LLC

GRANT RECIPIENT

BY: _____ owner/manger

SIGNATURE AND TITLE

_____

Print Name: Juris Bergs

_____

Print Name: _____

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF ~~VOLUSIA~~ HARRIS

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2025, by Juris Bergs. He is personally known to me or has produced FLDL as identification.

ADAM BRACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-22-27
Notary ID # 13209728-3

_____

NOTARY PUBLIC

Notary Seal

JB