Stuart DEVELOPMENT

# STUART COMMUNITY REDEVELOPMENT AGENCY
## BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM APPLICATION

| APPLICANT INFORMATION | | | |
|---|---|---|---|
| Owner Name: | Angela NoBile | | |
| Owner Address: | 888 S. Colorado Ave | Stuart 34994 | |
| Phone: 772 220 0845 | Email: LNA1105@BellSouth.Net | Tax ID# | ~~65-00-[illegible]~~ 65-031 4164 |
| Authorized Agent/Contractor: | Daniel NoBile | | |
| Agent Address: | 888 Colorado Ave | Stuart 34994 | |

| PROPERTY INFORMATION | | |
|---|---|---|
| Name of Business: | NoBile Shoes / Beryl & Co, Jewelers | |
| Type of Business: | Shoe Retail, Repair, Medical Services | / Jewlers. |
| Years in Operation: | NoBile - 34 yrs | Beryl - 10 |
| Number of Employees: | 7 | / 5 |
| Description of Improvements: | Parking Lot Resurface | / Awnings |
| Address of Proposed Project: | 888 S. Colorado Ave | Stuart 34994 |
| Describe how this project benefits the Community Redevelopment Area: | Improves Funtionality & Beatifies Property Which is the Gateway to Downtown This is one of the most Visable properties in Stuart. | |
| Total Project Cost $ | | |

Angela NoBile
Signature of Applicant/Property Owner

1-7-2021
Date

Signature of Lessee/Tenant (if applicable)

1-7-2021
Date

- Submit a completed application package to City Hall, Development Department office, which includes:
  - Completed application
  - Complete budget spreadsheet *(attached to application)*
  - Proof of ownership of the property

- Copies of two cost estimates by licensed contractor/agent registered with the City of Stuart or Martin County
- Photographs of areas to be improved
- Renderings of proposed improvements
- New vendor application and W-9 Form (this is required for reimbursement)

- The applicant is responsible for all building and other permits and fees which are associated with the proposed project.
- An application to the Business Improvement Reimbursement Program will not be processed until a completed application packet is submitted to the Stuart Community Redevelopment Agency located in City Hall, Development Department Office at 121 SE Flagler Avenue, Stuart.
- Completed applications are due **Friday, January 8th, 2020 by 5 PM**. Applications with all documents attached will be accepted at Development Department Office located at City Hall, 121 SW Flagler Avenue. If you have any questions, please call 772-283-2532.
- Submitting an application is not a guarantee of funding.

# STUART COMMUNITY REDEVELOPMENT AGENCY

## PROPERTY IMPROVEMENT GRANT PROGRAM

### PROJECT COST ESTIMATE/REIMBURSEMENT FORM

Note: All property improvement grant applicants need to complete the "Project Cost Estimate" portion of this form and submit documented cost estimates as a part of the application packet. To receive the grant reimbursement, the "Reimbursement Summary" portion of this form must be completed and submitted with copies of paid invoices indicating completion of improvements. All improvements must be completed, inspected, and have received final approval from the County prior to reimbursement.

| Project Cost Estimate | | | | Reimbursement Summary | | |
|---|---|---|---|---|---|---|
| Item | Category of Improvement (windows, roofing, painting, etc.) | Contractor | Cost Estimate | Contractor | Date of Completion | Actual Cost (include proof of payment) |
| 1 | C&C r | C&C Canvas + awning | $ 2980.00 | | | $ |
| 2 | Parking lot | Driveway maintenace | $ 9016.00 | | | $ |
| 3 | Parking lot | True Lines | $ 4000.00 | | | $ |
| 4 | | | $ | | | $ |
| 5 | | | $ | | | $ |
| 6 | | | $ | | | $ |
| 7 | | | $ | | | $ |
| | | *Total Cost Estimate* | $ 15996.00 | | *Total Actual Cost* | $ |

City of Stuart

**Financial Services Department**
121 SW Flagler Avenue
Stuart, Florida 34994-2172
Tel: 772-288-5314 Fax: 772-600-1230

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**
**SUBMIT WITH IRS FORM W-9**

Dear Vendor:

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and returning with a copy of your IRS W9 Form. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.
In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: CityAccountsPayable@ci.stuart.fl.us

**VENDOR NAME** A & D Shoes
**DBA:** Nobile Shoes
**CORPORATE ADDRESS:** 888 Colorado Ave
**CITY:** Stuart **STATE:** Fl **ZIP:** 34994
**TELEPHONE:** (772) 220-0845 **FAX:** (888) 499-8613 **ALTERNATE PHONE:** (___) ___
**COMPANY CONTACT NAME:** Dan Nobile **EMAIL ADDRESS:** dannobile@aol.com

**TYPE OF CERTIFICATION**

1. ☐ MBE
2. ☐ MWBE
3. ☐ SBA
4. ☐ SDB
5. ☐ DVBE
6. ☐ Other: ___

*"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"*

**REMIT TO ADDRESS:** 888 Colorado Ave
**CITY:** Stuart **STATE:** Fl **ZIP:** 34994
**TELEPHONE:** (772) 220-0845 **FAX:** (888) 499-8613 **ALTERNATE PHONE:** (___) ___
**COMPANY CONTACT NAME:** Dan Nobile **EMAIL ADDRESS:** ___

**TYPE OF ORGANIZATION**

1. ☑ Corporation
2. ☐ Partnership
3. ☐ Sole Proprietor
4. ☐ Individual
5. ☐ Government Agency
6. ☐ Other: ___

**1099 REPORTING STATUS (Check One):** ☐ Yes ☐ No

**TAXPAYER IDENTIFICATION NUMBER:**
Employer Identification Number: 65-0314164
Print name of Taxpayer if using SS#: ___

**Under penalties of perjury, I certify that this statement is accurate and complete.**

Signature: [signature] Title: Owner
Date: 1-7-2021 Phone: (772) 220-0845

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
A & D Shoes

2 Business name/disregarded entity name, if different from above
Nobile Shoes

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
888 Colorado Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Stuart, Fl 34994

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
65-0314164

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 1-7-2021

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# C & C CANVAS & AWNING CO.

3181 SE Slater St.
Stuart FL 34997
(772) 221-8847, Fax 221-1515

**Date: 12-1-20**

## Proposal

**Name:** Noble Shoes (Attn. Dan)
**Address:** 888 S Colorado
**City & State:** Stuart, Fl.
**Phone :** **220-0845** **dannobile@nobileshoes.com**

*Materials Furnished*

**Fabric:** 16 oz. Trilamanated Vinyl (RF Welded Seams)

**Framework:** 1" and 3/4" Sch. 40 aluminum pipe (All welded construction).

**Hardware:**

*Comments*

Price includes frame, fabric and installation.
Price includes Graphics "NOBILE SHOES"

*Price*

All work to be completed in a substantial and workmanlike manner for the sum of

| | |
|---|---|
| (2) 8' x 24" x 36" Leanto Style Window Awnings | $ 940.00 each |
| Permits and stamps | $ 550.00 |

*Terms*

**40 %** Upon acceptance of contract.
**60 %** Upon completion of contract.
5% Storage fee per month on any job installed beyond the scheduled installation date.

**Respectfully Submitted**

**Clayton Travers**
**President**

*Acceptance of proposal*

Agreement to pay the amount mentioned in said proposal according to the terms thereof.

_____

January 5, 2021

# True Lines, Inc.

## Proposal and Contract

**True Lines, Inc.**, a Florida S-Corporation company (TL, Inc.) agrees to perform the following services at the location listed below upon **Nobile Shoes** ("customer") and execution of this contract. Job Information: **888 Colorado Ave, Stuart**

| **Asphalt Repair** | **Qty** | |
|---|---|---|
| Sawcut Area, Remove Dirt & Asphalt | 207 | SF |
| Install Coquina Base Rock & Compact | 207 | SF |
| Install New Asphalt 9 x 23 | 207 | SF |

**Asphalt Sealcoating:**
Sealing is a two-coat spray method using Star Seal Asphalt Sealer. See Specs below.
All sealed surfaces will be cleaned of debris using a power broom & blower.
Oil spot areas will be treated before application of sealer. All parking blocks will be removed prior to sealing and reset after striping.

| **Painted Markings: On Asphalt** | **Color** | **Qty** | |
|---|---|---|---|
| Handicap Stall with Access Aisle | Blue | 1 | EA |
| 17' Single Parking Stripes | 6" White | 7 | EA |
| 20' Single Parking Stripes | 6" White | 8 | EA |

| **Painted Markings: On Concrete** | **Color** | **Qty** | |
|---|---|---|---|
| Stop Bar | 24" White | 15 | LF |
| Handicap Stall with Access Aisle | Blue | 1 | EA |
| Handicap Stall without Access Aisle | Blue | 1 | EA |
| 19' Single Parking Stripes | 6" White | 5 | EA |
| 10' Single Parking Stripes | 6" White | 1 | EA |

| **Signs** | **Post** | **Qty** | |
|---|---|---|---|
| Handicap Sign with Rider | Green U Channel | 3 | EA |

# Grand Total: $4,000.00

**(Options are not included in grand total. Please indicate on last page if chosen)**

| **Option.#1:$225.00** | **Qty** | |
|---|---|---|
| Furnish and Install Single Faced Car stops on asphalt | 9 | EA |

| **Option #2:$180.00** | **Qty** | |
|---|---|---|
| Furnish and Install Single Faced Car stops on concrete | 6 | EA |

| **Option #3: $400.00** | **Qty** | |
|---|---|---|
| Grind raised concrete spots 2' x 2' | 8 | EA |

| **Option #4: $350.00** |
|---|
| We will pull permit |

**NOTES & CONDITIONS:**

-Job to be completed in 2 phases.
-True Lines will not be held responsible for fines, fees or liabilities resulting from customer not choosing the permit option.
-Proposal does not include the following: Nights and weekends, Permits and Fees, Removal of Markings, or Thermoplastic Markings.
-All irrigation must be off 12 hours prior to True Line's schedule dates(s) & remain off for the duration of the work.
-All areas must be cleared of stored material, vehicles etc. prior to True Lines arrival. A fee of $800 will be applied to invoice for noncompliance.
-A fee of $500 will be applied to invoice for cancellation of work within 24 hours of agreed schedule date.
-The quoted prices are firm for 60 days.
-True Lines will not be held responsible for damages to roads, driveways, curbs or persons created by trespassing in designated areas or by acts of weather.
-Landscape preparation to be completed prior to our arrival (by others) including, but not limited to: mowing, edging, shrub trimming etc.
-True Lines shall not be responsible for any water ponding in new pavement as a result of existing slope that is less than 1% positive fall or as a result of matching existing tie in elevations.
-True Lines shall not be responsible for any spider cracking of the new asphalt due to deficiencies in existing asphalt.
-Star Seal Asphalt Sealer: Product Specification exceeds requirements for FAA, US Airforce & meets Federal specs for ASTMD 5727 & 490. All Sealing is a spray application & is applied at 75 PSI.
-Owner, Property Manager, Contractor etc. is solely responsible for all communication to residents, tenants, maintenance workers, etc.
-All areas blocked off shall remain free & clear of all traffic until barricades & cones are removed.
-This is a unit quotation, only those items listed are included. Any additional work performed will be a change order & charged accordingly.
-Martin County License # MCASC4174 & Occupational License # 2004-275-0224

**Warranty:** TL, Inc. warrants the quality and performance of its services for a period of six months after the date of completion. Customer agrees that TL, Inc.'s obligation and liability under its warranty is expressly limited to the replacement of defective or non-conforming good or services at no cost to the consumer. **Customer agrees that TL, Inc. does not extend any warranties, expressed, implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with its services other than those expressly set forth herein.** Customer further agrees that TL,Inc.. does not warrant the quality and performance of its services to the extent any damage thereto is caused by heavy equipment or other sub-contractors.

**Binding Nature of Contract:** By executing this Contract, Customer hereby binds him, her, or itself, his co-owners, heirs, partners, affiliates, subsidiaries, agents, officers, successors, assigners, & legal representatives to the terms, recitals, covenants, agreements, & obligations contained here within. Both parties (contractor & customer) agree by binding this contract, that True Lines, Inc. is not responsible for injuries as a result of asphalt sealer, paint or any other products used for this project.

**Collection and Interest:** Customer agrees to reimburse True Lines, Inc. (TL, Inc) for all reasonable costs incurred in enforcing the terms of this contract, regardless of whether suit is instituted, including, but not limited to, reasonable attorney fees, cost of suit, cost of depositions and discovery, cost for investigation, and expert witness fees. Customer further agrees TL, Inc. shall be entitled to collect interest at the rate of 2.5% per month on all amounts due and owing to it from the date of billing for the same in the event any such amounts owed and owing are not paid within 30 days of TL, Inc.'s invoice.

**Cooperation in Scheduling:** Customer agrees to cooperate with TL, Inc. in the scheduling and performance of TL, Inc.'s services to avoid delays. Customer agrees to adhere to and follow TL, Inc.'s reasonable directions and requests regarding scheduling. Customer further acknowledges that events outside of TL, Inc.'s control, including, but not limited to, strikes, material supplier delays, weather, labor disputes, & government actions, will extend the time for TL, Inc's performance under this contract.

**NO Waiver:** Any failure by TL, Inc. to insist upon customers' strict performance of terms, covenants, & agreements of this contract shall not be construed as a waiver of TL, Inc's right to declare a breach under this contract for any such breach or such breach or later breaches. TL, Inc's failure to enforce ant term, condition, or agreement contained in this contract shall not be construed as a waiver of any rights it may have hereunder.

**Bankruptcy and Receivership:** In the event: (1)Customer files a voluntary petition in bankruptcy; (2)Customer has a involuntary petition in bankruptcy filed against it; or (3) Customer has a receiver appointed to conduct its operations or perform this contract, TL, Inc in its sole discretion may terminate this contract or insist on such additional terms to provide it with reasonable assurance that customer will still be able to timely perform the terms of this contract.

**Dispute Resolution:** Should customer, not TL, Inc., raise any controversy, claim or other disagreement arising out of this contract that cannot be settled to the satisfaction of True Lines and customer, the parties agree to seek outside mediation to resolve the customer's controversy or other disagreement. The parties shall share the cost of mediation equally. Nothing herein shall be construed to limit TL, Inc's right to seek immediate court intervention or file a mechanic's lien to collect any costs paid in connection w/mediation.

**Partial Invalidity:** The un-enforceability or invalidity of any terms, covenant or agreement contained herein shall not affect, impair or modify any other terms of this contract. In the event that any term of this contract is declared invalid, the parties agree to substitution of a comparable enforceable term or, if that is not possible, the excision of such invalid term with the remaining enforceable terms being unaffected by such excision.

**Customer Termination:** In the event customer terminates this contract prior to the date True Lines completes the services provided for herein, TL, Inc shall be entitled to retain any amounts previously paid to it by the customer, & recover the fair market value of its services, the actual costs of its expenses at that time, and other amounts due and owing under this contract to the extent such costs exceed the amount deposited by customer.

**Changes or Additions to Contract:** All changes or additions to contract will be in writing and will be at an **agreed** amount before work will be performed.

**Miscellaneous:** This contract is entered into and shall be performed by True Lines, Inc. in Martin, St. Lucie, Palm Beach or Indian River County, Florida. The customer acknowledges that he, she, or it has authority to execute this contract. Customer acknowledges that this contract represents the parties' entire agreement and that it has not relied on any representations, promises, or assurances by TL, Inc. other than those set forth herein. This contract may be executed in multiple counterparts but is not effective until True Lines receipt of customer's signature on this contract and customer's deposit.

## Approved & Agreed: Per page 1 & 2 scope, notes & conditions:

Customer: **Nobile Shoes** Job Information: **888 Colorado Ave, Stuart**

____Agreed Price: $4,000.00__Option #1: $225.00 __Option #2: $180.00 __Option #3: $400.00 __Option #4: $350.00

(Please initial approval in space provided)

Contact Information & Signature Required:

Date:_____ _____ _____ _____

Signature Print Title

Address: _____ Tel: (  )_____

_____ Fax: (  )_____

Thank-you for considering:

***True Lines, Inc.***
*Ph: 772-349-4669 Fax: 772-219-0940*
2646 SW Mapp Road - Suite 303
Palm City Fl. 34990
Martin County License # MCASC4174
Martin County Occupational License # 2004-275-0024

BY:_____

Chris Slonaker, President Date

Office Use: ___CRM____Bid Log

DRIVEWAY MAINTENANCE INC.

**Date:** Tuesday, February 11, 2020

Proposal # M20-4114

**Submitted To:**
Mr. Dan Nobile
Nobile Shoes
888 South Colorado Avenue
Stuart, FL 34994
**Contact Information:**
Phone: (772) 403-9835
Mobile:
dannobile@aol.com

**Site Description:** # S126596
Nobile Shoes
888 South Colorado Avenue
Stuart, FL 34994

Site Contact:
Site Phone:

**Prepared By:**
Butch Kearney
**Contact Information:**
Mobile: 772-919-2865
Office: (305) 836-8678
E-mail: bkearney@driveway.net
**Project Manager:**
Mobile:
Email:

| Qty | Proposed Service(s) & Description(s) | Depth | |
|---|---|---|---|
| 360 SF | **New Asphalt Pavement Construction in two locations** | 1" | $6,659.00 |

*1. Excavate native material and compact sub grade in preparation for new construction.*
*2. Install 6" crushed base course material. Roll and compact with a 3-5 ton roller.*
*3. Tack new crushed base course material, as needed, using SS-1h primer coat.*
*4. Install 1.5" average Type S-III hot mix asphalt.*
*5. Roll and compact with a 3-5 ton roller.*
*6. Remove and haul away any related debris from site.*

***NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND TIRE MARKS UNTIL IT HAS FULLY CURED.*
***THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES IN AREAS OF CONSTRUCTION*

PAYMENT TERMS 0 Down Down, Balance Net 30

Project Total **$6,659.00**

SERVICE TERMS Landscape restoration not included in scope of work unless specifically noted. DMI is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. DMI will not be responsible for damage to underground utilities in areas of construction as applicable

**This proposal may be withdrawn at our option if not accepted within 7 days of Feb 11, 2020**

**Certified Pavement Professional Butch Kearney**

**Accepted Authorized Signature**

Print Name

Signature

# TERMS, CONDITIONS & GUARANTEE

*Driveway Maintenance Inc.. hereafter referred to as "DMI"*

**Terms:** Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

UNLESS EXPRESSLY NOTED WITHIN THE AGRREEMEMT, DMI makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

ADDITIONAL CHARGES may become necessary if extra materials or extra labor would become necessary to perform or complete this job, if subgrade is not up to acceptable specifications or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "DMI" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "DMI" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

**Conditions:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "DMI" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize DMI to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

**Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**

Customer Initial _____ Date _____

**Date:** Tuesday, February 11, 2020

Proposal # M20-4433

**Submitted To:**
Mr. Dan Nobile
Nobile Shoes
888 South Colorado Avenue
Stuart, FL 34994
**Contact Information:**
Phone: (772) 403-9835
Mobile:
dannobile@aol.com

**Site Description:** # S126596
Nobile Shoes
888 South Colorado Avenue
Stuart, FL 34994

Site Contact:
Site Phone:

**Prepared By:**
Butch Kearney
**Contact Information:**
Mobile: 772-919-2865
Office: (305) 836-8678
E-mail: bkearney@driveway.net
**Project Manager:**
Mobile:
Email:

| Qty | Proposed Service(s) & Description(s) | Depth |
|---|---|---|

## Sealcoat – Staycoat JC7

*1. Thoroughly clean the entire asphalt area with high powered blowers.*
*2. Pre-treat heavy oil spots with Bond Seal to assist in adhesion.*
*3. Apply first coat of Staycoat JC-7 sealer with 3% FSA Co-Polymer added to sealer strictly to manufacturer's specifications with 3-4 lbs of grade #2 silica sand added per gallon. Mechanically agitate sealer mix and apply at a spread rate of 1/6 of a gallon per square yard using our exclusive sand flow process.*
*4. Apply a second coat of Staycoat JC-7 with sand in the same quantity and proportion as the first coat.*

**OPTION: TO SUBSTITUTE THE ABOVE SCOPE OF WORK WITH TWO COATS OF PREMIUM POLYTAR 7% POLYMER FORTIFIED HEAVY DUTY COAL TAR EMULSION IN LIEU OF STANDARD SEALER ADD $170.00 TO THIS PROPOSAL TOTAL....PLEASE CIRCLE...( YES / NO )*

**POLYTAR IS MANUFACTURED WITH HEAVY DUTY POLYMERS THAT INCREASE THE DURABILITY, WEAR RESISTANCE, AND ADHESION OF ASPHALT PAVEMENT SEALER. THIS MARKET LEADING SEALER AND ITS PROPRIETARY FORMULATION PROVIDES INCREASED DURABILITY AND WEAR RESISTANCE OVER CONVENTIONAL PAVEMENT SEALERS.*

***SEALCOATING TO BE COMPLETED IN (1) MOBILIZATIONS.*
***BARRICADES WILL BE PROVIDED TO CLOSE OFF AREAS BEING SEALCOATED. THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE TRACKING OF SEALER OR PAINT, DAMAGE TO PROPERTY, OR INJURY DUE TO PERSONS OR VEHICLES ENTERING THE BARRICADED AREA.*
***SEALER MAY NOT ADHERE IN AREAS WHERE THE ASPHALT HAS POLISHED AGGREGATE AND/OR AREAS WHERE THE ASPHALT IS RAVELING.*
***SEALER WILL NOT HIDE EXISTING CRACKS.*
***ADDITIONAL MOBILIZATIONS WILL BE PERFORMED AT A COST OF $1050.00 EACH*
***PERMIT FEES, PROCUREMENT FEES AND ANY ADDITIONAL WORK REQUIRED BY THE PERMIT WILL BE AN EXTRA COST TO THE CUSTOMER.*

DRIVEWAY MAINTENANCE INC.

Proposal # M20-4433

## Parking Lot Striping - Restripe

1. *Clear away loose dirt and debris*
2. *Restripe the existing painted surfaces as existing using DOT approved latex traffic paints to include:*

*LINE - RESTRIPE, HANDICAP STALL - Restripe, STOP BAR w/ CRUSHED GLASS - RESTRIPE*

**Due to variable surface conditions, this work is not warranted against peeling or flaking on concrete surfaces*

PAYMENT TERMS 0 Down Down, Balance Net 30

Project Total **$2,357.00**

SERVICE TERMS Landscape restoration not included in scope of work unless specifically noted. DMI is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed. DMI will not be responsible for damage to underground utilities in areas of construction as applicable.

**This proposal may be withdrawn at our option if not accepted within 7 days of Feb 11, 2020**

**Certified Pavement Professional Butch Kearney**

**Accepted Authorized Signature**

Print Name

Signature

# TERMS, CONDITIONS & GUARANTEE

*Driveway Maintenance Inc.. hereafter referred to as "DMI"*

**Terms:** Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

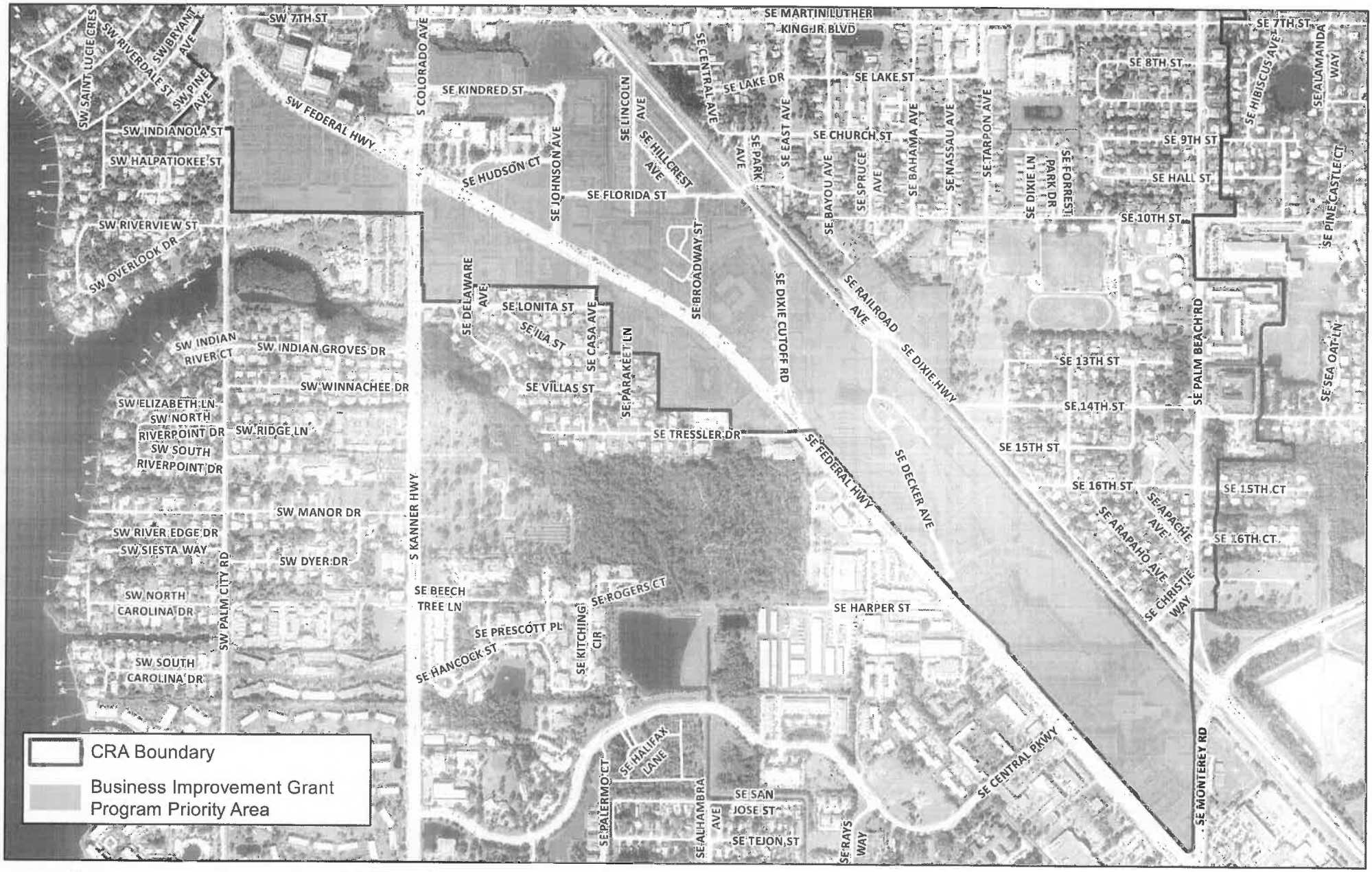
UNLESS EXPRESSLY NOTED WITHIN THE AGRREEMEMT, DMI makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

ADDITIONAL CHARGES may become necessary if extra materials or extra labor would become necessary to perform or complete this job, if subgrade is not up to acceptable specifications or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "DMI" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "DMI" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

**Conditions:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "DMI" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize DMI to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

**Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.**

Customer Initial _____Date _____




Proposed Arts and Entertainment has been creaetd by the City of Stuart Development Department as well as the Arts Council of Martin County. Aerial Imagery source is ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Aribus DS, USDA, AeroGRID, IGN, and the GIS Users Community. This map is a conceptual planning tool only.

# City of Stuart
# CRA Business Improvement Reimbursement Program Priority Area

City of Stuart DEVELOPMENT

N

1,000 500 0 1,000 Feet

Approved at Joint CRB/CRA/CC meeting on July 27, 2020

MJett

# Community Redevelopment Agency (CRA) Area Map



# STUART COMMUNITY REDEVELOPMENT AGENCY

# BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM

RECEIVED
JAN 08 2021

## PROGRAM DESCRIPTION:

The Stuart CRA Business Improvement Reimbursement Program is an incentive program designed to encourage visible, exterior improvements to commercial businesses in the Stuart Community Redevelopment Area.

The grant program provides a reimbursement grant of up to $10,000 of public funds per property to match private funds to pay for the design and completion of property improvements. The grant shall be available for commercial businesses which may qualify for a reimbursement of 50% of the applicants total project costs up to $10,000.

The grant cycle begins on October 1, 2020 and will end on January 8th, 2021. To be eligible for consideration applicant must submit a completed application by **5 PM on Friday, January 8th, 2021** at the City Hall, Development Department office located at 121 SW Flagler Avenue, Stuart. Funds are limited and subject to availability. Funding may be appropriated annually in the CRA budget. The continuation of the program is subject to the availability of funds in the CRA budget.

## ELIGIBILTY:

- All owners of a licensed business within the Stuart Community Redevelopment Area shall be eligible for the program. Refer to attached CRA map.
- The property owner is the applicant; however the property is currently leased to a tenant, then the application and agreement must be jointly executed by both the owner and the tenant.
- Residential, non-profit and City owned/leased properties are not eligible.
- First time applicants have priority. If funds are available, past applicants may apply for property improvements.
- Properties must not have building code or code enforcement issues. City staff will verify this during its due diligence.
- Property must not have any tax liens and must be current on property taxes paid to the City of Stuart.
- Commercial Businesses must have a current Business Tax License with the City of Stuart.

## ELIGIBLE IMPROVEMENTS:

The Stuart CRA Business Improvement Reimbursement Program shall provide, on a reimbursement basis, 50% matching grant for eligible exterior improvements, which are consistent with and further the implementation of the Stuart Community Redevelopment Plan and City of Stuart Land Development Code, and visible from the roadway. Funds may be used for one or more of the following types of enhancements as a part of an improvement program:

- Copies of two cost estimates by licensed contractor/agent registered with the City of Stuart or Martin County
- Photographs of areas to be improved
- Renderings of proposed improvements
- New vendor application and W-9 Form (this is required for reimbursement)

- The applicant is responsible for all building and other permits and fees which are associated with the proposed project.
- An application to the Business Improvement Reimbursement Program will not be processed until a completed application packet is submitted to the Stuart Community Redevelopment Agency located in City Hall, Development Department Office at 121 SE Flagler Avenue, Stuart.
- Completed applications are due **Friday, January 8th, 2020 by 5 PM**. Applications with all documents attached will be accepted at Development Department Office located at City Hall, 121 SW Flagler Avenue. If you have any questions, please call 772-283-2532.
- Submitting an application is not a guarantee of funding.

5. Staff reviews applications on the following criteria and provides a recommendation to the Community Redevelopment Board:

| Review Criteria | Maximum Points |
|---|---|
| Improvements will have more visual impact (highly visual elements of the buildings are being improved and visible from the street; side and rear building facades where improvements will serve to remove blight) | 15 |
| Match ratio of total renovation costs (projects that leverage more private investment will be scored higher than those seeking just the grant funding) | 15 |
| Facade project is part of a larger project that improves other exterior or interior parts of the building | 10 |
| Adjacent to other CRA projects (e.g. streetscape improvements, sidewalks, neighborhood improvements) | 10 |
| Site improvement that improve the pedestrian and transportation functionality of the property (such as shade trees, benches, bike racks, etc.) | 10 |
| Renovation and rehabilitation of historic buildings (listed on the City of Stuart Local Historic Register, National Historic Register, "1991 Historic Properties Survey" or local landmark designation) | 10 |
| Location within high traffic and/or high visibility area (e.g. Federal Highway, Dixie Highway, Ocean Blvd., Martin Luther King Jr. Blvd., Old Downtown District, "The Creek" Arts & Entertainment District, etc.); or Located within the approved priority area (map attached) | 10 |
| Will serve as a catalyst for redevelopment | 10 |
| First time applicant | 10 |
| **Total Maximum Number of Points** | **100** |

6. The following scoring tier will be used to determine the grant award amount:

   - Score ranging from 10-30 points, to qualify to receive up to $3,000
   - Score ranging from 31-50 points, to qualify to receive up to $6,000
   - Score ranging from 51-100 points, to qualify to receive up to $10,000

7. Staff will present a recommendation for funding to the Community Redevelopment Board (CRB). The applicant or a representative must be present at the February 2nd, 2021 CRB meeting in order to be considered for the grant program. The meeting will be held at 4pm in the Stuart City Hall Commission Chambers located at 121 SW Flagler Avenue. The CRB will make a recommendation to the Community Redevelopment Agency (CRA) Board.

8. The Community Redevelopment Agency (CRA) Board will hear the agenda item and make the final recommendation for approval or denial of funding. City staff will provide the public hearing date and time for the CRA Board meeting. The applicant or a representative must be present at this meeting also. Staff will provide information on the meeting date and time.

9. Construction of any component of the grant application cannot begin until the board approves the project. With CRA approval, applicant will need to sign contract and will have 120 days for project completion. Any work completed prior to this approval will not be eligible for reimbursement.

Once approved, the property owner will have to sign to specify the obligation of the applicant for grant reimbursement. The contract may be recorded in the public records of Martin County, Florida. For the duration of the improvements, the applicant will post a sign to be provided by the City which indicates the project has received a Property Improvement Grant and relevant program information.

**REIMBURSEMENT PROCESS:**

Upon project completion, the applicant contacts the CRA Administrator at (772) 283-2532 with the project completion date. Disbursement of grant funds shall only occur when the following documents are submitted and all other required conditions are met:

The applicant submits a "reimbursement package" to the CRA which includes the following:

- Completed reimbursement form (provided by the CRA as part of the application);
- Copies of applicable invoices must show "paid in full" *(receipts must clearly show how the project was paid, i.e. check, cash must be made by cashier's check or credit)*
- Copies of final inspection
- Proof of payment for improvements (which must be at least as much as the amount indicated in the application); and photos of improvements.
- W-9 form

If the project is not completed, is not approved in its final inspection, or does not receive its certificate of occupancy *(if applicable)* within one year from the approval of the grant, the grant award shall expire.

If you have any questions regarding this application, please contact the CRA Administrator at (772) 283-2532.