



NEWBERRY
Community Redevelopment
Agency *Florida*

Utility Extension Assistance Program Guidelines

APPROVED BY THE CRA BOARD | RESOLUTION
2025-CRA06 ON 12/08/2025

Introduction

The City of Newberry Community Redevelopment Agency (CRA) Utility Extension Assistance Program (“Program”) is designed to incentivize new development within the district by providing funding assistance to extend utilities to redevelopment and/or infill lots.

The Program fits within the mission of the CRA, which is to bring about the economic revitalization of an established target area, to create a re-investment environment that attracts private investors into the area, to promote improvements within the redevelopment area through renovation and restoration of buildings as well as to new construction.

What is Offered

The Program reimburses 50% of the total project costs up to \$18,750 to offset the costs of construction or extension of municipal water, wastewater, stormwater, or electric utility connections. Eligible costs include engineering and design fees, permitting fees, materials, and labor directly related to the utility extension.

Eligibility Requirements

Applicants must meet the following requirements to be eligible to receive assistance under the Program.

1. The project must be for the construction or extension of municipal water, wastewater, stormwater, or electric utility connections.
2. The project must connect municipal utilities to a historically underserved parcel.
3. All required permits, including but not limited to those from the City of Newberry, Alachua County, FDEP, FDOT, and SRWMD, must be obtained for the project.
4. The final agreement must be approved by the Newberry CRA Board and be fully executed prior to construction of the utility extension. Exceptions to this requirement may be made during the first 180 days of the program’s operations on a case-by-case basis.
5. Non-profit entities subject to Property Tax Exemptions are not eligible for the Program.

6. Applicants must own the project property or be a registered agent for the property owner.
7. The property to be improved must be free of all municipal liens during the term of the agreement. Failure to do so may impact payment of the reimbursement award.
8. The Project must be located within the Newberry Community Redevelopment Area (see Attachment I).
9. Project costs must be a minimum of \$30,000.

Procedures for Implementation

1. **Pre-Application Meeting:** All prospective applicants are required to meet with CRA staff prior to the submission of any funding request, to discuss the project, CRA objectives, and review the approval process.
2. **Application Submission & Review Period:** The applicant will then complete and submit their application and backup documents. This includes a cost estimate for installing the utility extension, as prepared by an engineer or contractor. The estimate should break down costs. For more information about required backup documents please refer to the Program Application.
3. **Final Funding Request:** After the required documentation has been submitted and reviewed by staff. A draft agreement, including a recommended maximum funding amount, will be presented to the CRA Board for consideration. Applicants are strongly encouraged to be present at the Board meeting and be prepared to present their development proposal. Following Board approval of the final funding request, the CRA and the applicant will execute an Agreement which will clarify the terms and conditions of the funding.
4. **Start of Construction:** Construction must start within the time frame specified in the Agreement. If construction does not start within the specified time frame, the Agreement and Program approval status may be terminated.
5. **Site Visits:** City or CRA Staff will conduct site visits before the initial reimbursement payment is made to verify that improvements are complete as presented in the approved application. Staff may also conduct unannounced periodic site visits to ensure compliance with the terms of the Agreement.

6. **Payments:** Subject to the terms and conditions of the Agreement, CRA funds for reimbursement shall occur only after the entire utility extension project has reached completion. The following documentation must be submitted:
 - Paid invoices
 - Copy of cleared check front and back.
7. **Reporting:** By accepting payment, the applicant agrees to comply with any reporting procedures deemed appropriate by CRA staff to verify that any required project timeframes included in the agreement are being adhered to, and that construction is completed as represented in the scope of improvements.

Questions About the Program?

Please direct inquiries on the Utilities Extension Assistance Program, including obtaining a complete application packet to:

CRA Coordinator

25440 W Newberry Rd.
Newberry, FL 32669

Phone: 352-472-2161 ext. 3959

Email: CRA@newberryfl.gov

Please note that the Newberry CRA is a public agency. As such, the Newberry CRA is governed by Section 119.07, et.seq., Florida Statutes, popularly known as the "Florida Public Records Law." Any documents provided by the Applicant may be subject to production by the Newberry CRA upon receipt of a public records request, subject to any exemptions provided by Florida Law.

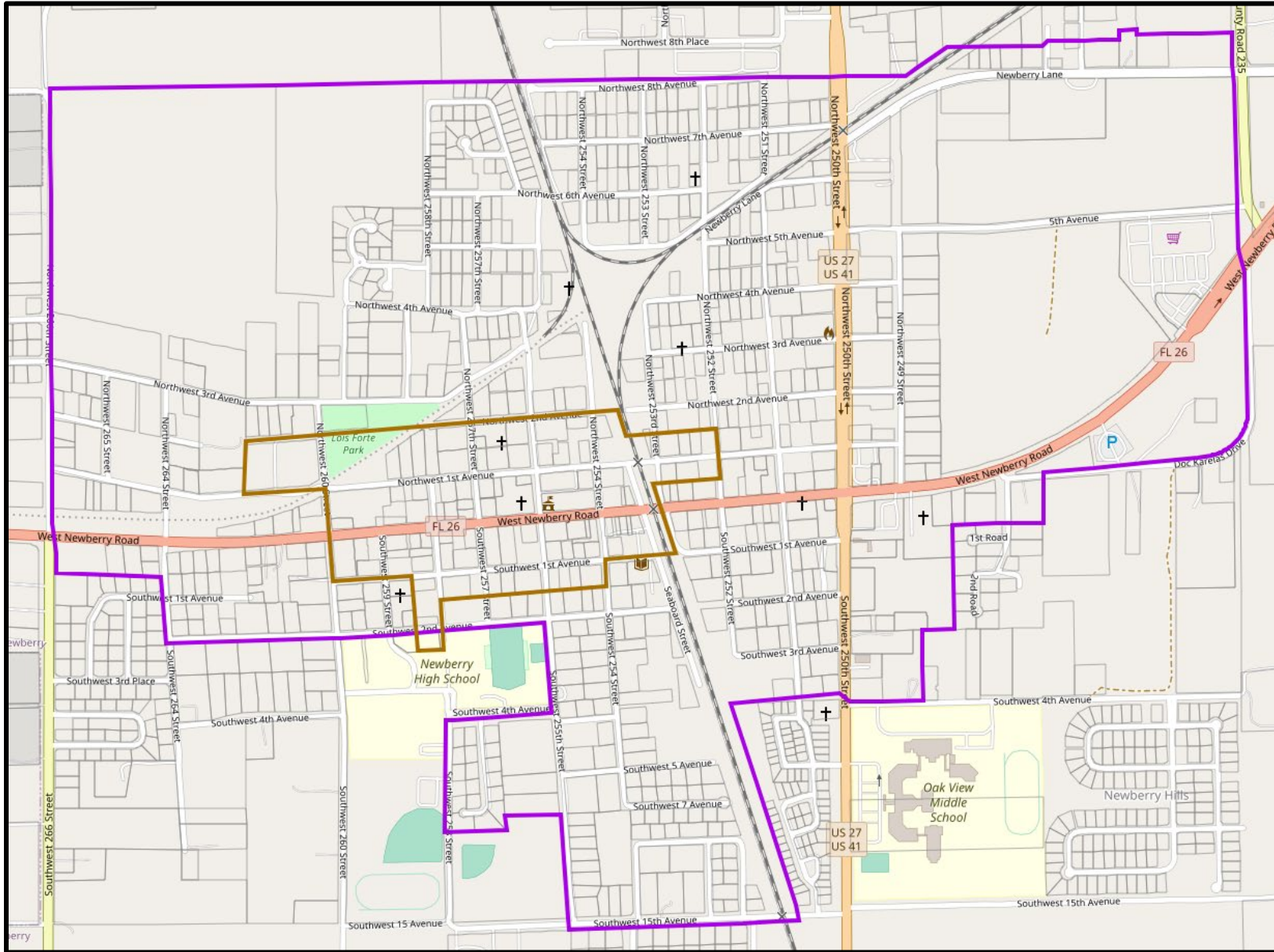
Attachments:

Attachment I: Newberry CRA Map

Attachment II: Application for Utility Extension Assistance

Attachment III: Sample Agreement for Utility Extension Assistance

Attachment I: Newberry Community Redevelopment Agency Map



Application For Utility Extension Assistance

Contact Information

Applicant Information

Applicant/Authorized Agent Name: _____

Mailing Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Property Owner Name (If different than applicant)

Property Owner Name: _____

Mailing Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Site Identification

Location Address or Parcel Number: _____

Existing Use: _____

Proposed Use: _____

Description of project and improvements to be made to the property for which the utility extension is required:

(Go to Next Page for Required Documents & Signature Page)

Required Documents to Submit with Application

Please include the following documents with your application before you submit. Incomplete applications will not be accepted.

- Cost estimate for installing the utility extension, as prepared by an engineer or contractor. The estimate should break down costs by task. Lump sum estimates will not be accepted.
- Property Ownership Affidavit (if applicant is the authorized agent for the property owner)

SIGNATURE PAGE

I, _____, attest under penalty of perjury that the information contained in this City of Newberry CRA Application for Utility Extension Assistance ("Program") is true and correct to the best of my knowledge. I understand that the "Program" benefits are contingent upon funding availability and Newberry CRA Board approval and are not to be construed as an entitlement or right of a property owner or Applicant. Properties within the designated Newberry CRA boundary are not eligible for grant-funded programs when the work proposed to be funded conflicts with the goals expressed in the CRA Amended Community Redevelopment Plan. I understand that all improvements funded by any grant awarded must be consistent with the information submitted with this application and considered by the CRA. I have received and reviewed the "Program" Guidelines ("Guidelines") and I agree that all work and activities funded by any grant award will be done in accordance with the Guidelines. I further agree to comply with the Florida Public Records Law Requirements. I further understand that I am responsible for providing construction documents and obtaining any permits required for the proposed work and hold harmless the City of Newberry CRA for any damage associated with this Application or the Program.

Signature of Applicant/ Date	Signature of Co-applicant/Date
Typed or printed name and title of applicant	Typed or printed name of co-applicant
State of _____ County of _____	

The foregoing application is acknowledged before me this _____ day of _____, 20____, by _____, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL

Signature of Notary Public, State of _____

UTILITY EXTENSION ASSISTANCE AGREEMENT

THIS UTILITY EXTENSION ASSISTANCE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2025, by and between the **CITY OF NEWBERRY COMMUNITY REDEVELOPMENT AGENCY** (“CRA”), a dependent special district of the City of Newberry, Florida, and _____ (“Applicant”). The CRA and the Applicant may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the CRA has established the Utility Extension Assistance Program (“Program”) to incentivize new development and redevelopment within the Community Redevelopment Area (“CRA District”); and

WHEREAS, the Program reimburses eligible applicants for 50% of total project costs up to \$18,750 for extension or connection of municipal utilities, as described in the Program Guidelines; and

WHEREAS, the Applicant has submitted a Program application, met with CRA staff in a pre-application meeting, and provided the required documentation, including a cost estimate prepared by a licensed engineer or contractor; and

WHEREAS, the Applicant has affirmed that construction has not commenced and will not commence until such time as the CRA Board approves the application and this Agreement is fully executed; and

WHEREAS, the CRA Board approved the Applicant’s funding request at its meeting on _____, 2025; and

WHEREAS, the Parties wish to enter into this Agreement to set forth the rights, obligations, and conditions for reimbursement of eligible utility extension costs.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. DEFINITIONS

1.1 “Eligible Improvements” means the construction or extension of municipal water, wastewater, stormwater, or electric utility connections to a property located within the CRA District.

1.2 “Project Site” means the parcel located at [Property Address/Parcel ID].

1.3 “Maximum Reimbursement Amount” means the lesser of (a) 50% of total eligible project costs or (b) \$18,750.

1.4 “Program Guidelines” means the Utility Extension Assistance Program Guidelines adopted by the CRA Board, as amended.

2. TERM. This Agreement becomes effective on the date signed by both Parties and remains in effect until all obligations herein are completed.

3. APPLICANT ELIGIBILITY & REPRESENTATIONS. The Applicant represents and warrants that:

- a. The property is located within the CRA District;
- b. The project connects municipal utilities to a historically underserved parcel;
- c. Applicant is the property owner or the registered agent for the property owner;
- d. All required permits (City, County, FDOT, FDEP, SRWMD, etc.) will be obtained;
- e. The property will remain free of municipal liens through the term;
- f. Total project costs meet or exceed \$30,000;
- g. No construction will begin prior to full execution of this Agreement unless specifically exempted under the 180-day Program startup rule.

4. SCOPE OF WORK

4.1 The Applicant shall construct the utility extension improvements as described in the CRA-approved application and cost estimate.

4.2 Eligible costs include engineering, design, permitting, materials, and labor directly associated with the utility extension.

5. CONDITIONS PRECEDENT. The CRA is not obligated to reimburse the Applicant unless the following occur:

- a. All required permits are issued;
- b. Construction begins within the timeframe required in this Agreement;
- c. The property remains lien-free;
- d. All required documentation is submitted per Section 7;
- e. CRA verifies satisfactory completion through a site visit.

6. PROJECT SCHEDULE

6.1 Construction must begin within ___ days of execution of this Agreement.

6.2 All work must be completed within ____ months of commencement unless extended in writing by the CRA.

7. REIMBURSEMENT REQUIREMENTS

7.1 Reimbursement will only occur after completion of the entire project.

7.2 Applicant must submit:

- a. Paid invoices;
- b. Proof of payment (cleared checks—front and back);
- c. Required permit approvals and closeout documents;
- d. Notarized reimbursement request.

7.3 CRA staff will perform a site visit to confirm that improvements are complete.

7.4 Upon verification, the CRA will issue reimbursement up to the Maximum Reimbursement Amount.

8. LIEN REQUIREMENT. The property must remain free of municipal liens at all times. Failure may result in withholding or denial of reimbursement.

9. REPORTING. Applicant shall comply with CRA reporting requirements to verify compliance with Program terms and timelines.

10. TERMINATION

10.1 CRA may terminate this Agreement if Applicant:

- a. Fails to obtain permits;
- b. Fails to begin construction timely;
- c. Alters the project scope without approval;
- d. Fails to complete the project;
- e. Submits fraudulent or materially false information.

10.2 Applicant may terminate prior to reimbursement by written notice to the CRA Coordinator, 25440 W. Newberry Road, Newberry, FL 32669.

10.3 If terminated, CRA owes no reimbursement.

11. PUBLIC RECORDS. Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:

11.1 Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

11.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

11.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

11.4 Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING APPLICANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, APPLICANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-472-2446, OR CITYCLERK@NEWBERRYFL.GOV OR 25440 W. NEWBERRY ROAD, NEWBERRY, FLORIDA 32669.

12. INDEMNIFICATION. Applicant shall indemnify and hold harmless the CRA and the City of Newberry from any claims, damages, or losses arising out of the Applicant’s construction activities, negligence, or breach of this Agreement. Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the City’s right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City’s potential liability under state or federal law. As such, the City shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this contract.

13. NOTICES

CRA:

CRA Coordinator

25440 W Newberry Road

Newberry, FL 32669

economicdevelopment@newberryfl.gov

Applicant:

_____ [NAME]

_____ [ADDRESS]

_____ [ADDRESS]

_____ [EMAIL]

14. GOVERNING LAW & VENUE. This Agreement is governed by Florida law. Venue lies exclusively in Alachua County, Florida.

15. OMISSION. Failure of this agreement to address any particular permit, condition, terms or restriction shall not relieve the Applicant of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

16. ENTIRE AGREEMENT. This document incorporates and includes all agreements applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein.

17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

APPLICANT

Name:
Title (if applicable):
Date:

CITY OF NEWBERRY COMMUNITY REDEVELOPMENT AGENCY

Chair, CRA
Date:

ATTEST:

City Clerk

APPROVED AS TO FORM:

CRA Attorney