



FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY CENTRAL CITY REDEVELOPMENT AREA RESIDENTIAL FACADE AND LANDSCAPING PROGRAM

PROGRAM OVERVIEW

The Residential Facade and Landscaping Program is designed to provide funding for the beautification of single-family residential homes with exterior painting and landscaping of the front yard only. The CRA will prioritize beautification project for homestead/owner-occupied single-family homes and consider investor-owned properties as secondary projects. Priority projects may receive 100% of improvement cost, not to exceed \$5,000. Investor-owned properties will be evaluated on a case-by-case basis and may only receive 50% of the improvement cost, not to exceed \$2,500.

To qualify for the Program, a property shall be located in the residential core of the Central City Area not affected by the Rezoning Project and in need of painting and landscaping. Only one (1) application per household will be accepted. Inspection is mandatory throughout the project life. Payments are made after completion of work and upon final inspection by the CRA.

Participation in the program is subject to availability of funds and is subject to change without notice. The application submission period will close after 30 days from the date of advertisement and may be extended at the discretion of the CRA. Applications will be reviewed for completeness and will be inspected and prioritized based on need, eligibility, and availability of funds.

Qualifying property owners shall execute a Right of Entry and Liability Agreement with the CRA. The owner will be responsible for securing (3) painting and landscaping contractor quotes to be submitted to the CRA. Contractor quotes must be separate, independent, and non-collusive.

The Owners, at their own expense, shall maintain the landscaping and will be held responsible for problems occurring after the work has been completed. Owners will be required to properly care for and maintain the landscaping. Failure to maintain the landscaping will result in ineligibility for future landscape programs and could subject the Owners and Property to City code enforcement action.

AWARD GUIDELINES AND FUNDING CONDITIONS

In order to participate in the program, an owner must meet the following requirements:

- 1) Property must be located within the Central City CRA Residential Core Area.
- 2) Property must be a detached single-family residence.
- 3) Property shall not have any open code violations or liens resulting from code enforcement, nuisance abatement action or liens for water, gas or other Utility service by the City.
- 4) Property shall have a source of water available from the front of the house.

ELIGIBILITY CONDITIONS

- 1) **Priority Project** – detached single-family homestead/owner occupied property may receive 100% of the improvement cost, not to exceed \$5,000.
 - a. Property must be an owner occupied detached, single-family residential property.
 - b. Owner(s) and must be registered as a homestead property with the Broward County Property Appraiser.
- 2) **Secondary Projects** – Investor owned/tenant-occupied, detached single-family homes properties will be evaluated on a case-by-case basis. Such property may only receive 50% of improvement cost not to exceed \$2,500.
 - a. Only (2) investor-owned properties are allowed. Exceptions may be made in the following scenarios:
 - b. The 3rd property is located on the same street as participating properties owned by the same owner.
 - c. The 3rd property is located on a street where adjacent properties are participating in the program.
- 3) Improvement cost exceeding the established funding limits will be the responsibility of the property owner. The homeowner shall be responsible for all or any additional or remaining costs.
- 4) Award(s) are a one-time benefit per property, duplicate funding is restricted in future years.
- 5) *****Payments or Reimbursements will not be provided for any work done on properties prior to approving CRA approval.**
- 6) The Executive Director or his designee reserves the right to waive the eligibility requirements and allow multi-family properties that consist of two (2) to four (4) units. The property must also have a need for painting and landscaping upon CRA inspection.

NON-ELIGIBLE EXPENSES

Non-eligible expenses include, but are not limited to:

- 1) Sprinkler system.

- 2) Driveway gate
- 3) Paving or any improvements to a driveway
- 4) Removal and/or trimming of trees.
- 5) Backyard landscaping.
- 6) Fencing.

APPLICATION PROCESS

- 1) Submit Residential Façade and Landscaping Program Application NOTE: All Applications must be signed by the homeowner(s) and notarized.
- 2) CRA staff will review application for completeness and may schedule an Inspection as needed. Additional inspections shall be scheduled as needed.
- 3) Homeowners will be notified by CRA staff if they are approved for the program.
- 4) Upon approval, all homeowners are required to submit the following before the commencement of work on the eligible property: **(a)** Execute a Right of Entry and Liability Waiver Agreement **(b)** three written estimates from contractors for landscaping and/or painting. Contractor quotes must be separate, independent, and non-collusive. These estimates must include the contractors name, address, license number, description of work and cost associated with each item. A copy of a certificate of insurance is also required, **(c)** a copy of the work contract signed by both the contractor and property owner, and **(d)** a Notice of Commencement form.
- 5) Upon completion of work, the homeowner must contact the CRA staff to arrange a completion inspection.
- 6) The CRA will pay or reimburse 100% of the total improvement project costs, not to exceed \$5,000 for homestead properties.
- 7) The CRA will pay or reimburse 50% of the total improvement project cost, not to exceed \$2,500 for investor-owned properties.

HAND-DELIVER SIGNED AND NOTARIZED APPLICATIONS TO THE FOLLOWING ADDRESS:

Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Blvd, Suite 2 (1st Floor)
Fort Lauderdale, FL 33311

QUESTIONS

For questions or information regarding the *Residential Façade and Landscape Program* please contact the Community Redevelopment Agency at 954-828-4776 or email CRA Planner, Cija Omengbar: comengbar@fortlauderdale.gov .



**THE CITY FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
CENTRAL CITY AREA
RESIDENTIAL FACADE AND LANDSCAPING PROGRAM APPLICATION – HOMESTEAD
PROPERTY OWNER**

INSTRUCTIONS: You must be the property owner to complete this application. Only one (1) application per household will be processed. For more information or to request assistance in completing this application, please contact the Fort Lauderdale Community Redevelopment Agency at (954) 828-6130 or 4776.

SUBMIT TO: The City of Fort Lauderdale Community Redevelopment Agency, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311.

NAME: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE): _____

HOME PHONE: (____)_____ CELL PHONE: (____)_____

E-MAIL ADDRESS: _____

TYPE OF IMPROVEMENT REQUESTED: Paint _____ Landscape _____

I HEREIN CERTIFY, REPRESENT AND WARRANT THAT I AM THE SOLE PROPERTY OWNER OF THE ADDRESS ABOVE AND NO OTHER PARTY'S SIGNATURE IS REQUIRED TO APPROVE THE IMPROVEMENTS. I FURTHER CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

APPLICANT'S SIGNATURE: _____ DATE: _____

PRINT NAME: _____

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

HOMESTEAD PROPERTY OWNER

This Agreement is by and between, _____
(the "Owner(s)") of the property commonly identified as:

Folio No(s): _____

_____, _____

City/Town

Street (attach legal description if available) (referred to hereafter as the "Property")

And

Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency organized pursuant to Chapter 163, Part III of the Florida Statutes ("CCCRA").

RECITALS

Whereas, the CCCRA was created in part to the improve the appearance of the Central City Community Redevelopment Area ("CRA Area"); and

Whereas, the CCCRA has created a program for exterior improvements for owners in the CRA Area, which may provide, at the discretion of the CCCRA, up to \$5,000 for certain exterior improvements to existing homes.

TERMS

Now therefore, in consideration of one or more of the following activities to be conducted on the Property, the Owner(s) thereof hereby grants to CCCRA a right of entry and access to the Property and a waives liability against CCCRA, its employees, agents and public officials, for activities conducted under this Agreement in order to conduct one or more activities on the Property:

_____ (1) painting of the exterior, in accordance with the selection made by the Owner;
_____ (2) landscaping, in accordance with the selections made by the Owner.

Owner may select a contractor from a list of approved contractors created by CCCRA. Alternatively, Owner may select a qualified contractor of its own choosing. Before the CCCRA

will make any disbursements, the Owner must provide adequate and sufficient documentation that it has procured a minimum of three (3) bids from qualified contractors. Contractor quotes must be separate, independent, and non-collusive. Upon selecting one of the bids, Owner must provide a copy of the contract between the Owner and the Contractor, a copy of the contractor's license and proof of insurance and such other information as requested by the CCCRA. The CCCRA reserves the right to reject any contractor it deems unqualified in its sole discretion. Further, if a notice of commencement is required, the CCCRA must be listed on the Notice as an additional party to receive notice to owner. The CCCRA shall make one disbursement to the Owner when the work is completed and inspected by the CCCRA. Notwithstanding, the CCCRA reserves the right to issue a joint check payable to the Owner and the Contractor and to withhold payment to the Owner and issue a check directly to a subcontractor or lien or providing notice to owner to the CCCRA. In some instances, the CCCRA may require partial and/or final releases of liens in its sole discretion.

This right of entry and waiver of liability granted by the Owner(s) is a requirement in order to access the funds under the Residential and Landscaping Program (the "Program"), which was established by the Fort Lauderdale Community Redevelopment Agency Board of Commissioners. The purpose of the Program is to provide assistance to qualified home owners to landscape, paint the exterior of their homes and/or complete other improvements to the façade of their homes.

This right of entry and access to the Property is hereby granted by the Owner to the CCCRA and its contractors and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner agrees and warrants to hold harmless CCCRA, its officers, agents, employees or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives and releases CCCRA from any action against CCCRA, its officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for defects in the work product, bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the CCCRA, its officers, agents, employees, or assigns.

I/we have read this Right of Entry and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

After the improvements are completed, Owner agrees to maintain the improvements at his or her expenses. CCCRA shall have no obligation to maintain the improvements. Further, CCCRA shall have no liability for any defects in the quality of the work product.

Owner understands and acknowledges if it does not understand the legal consequence of signing this Agreement, it is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this ____ day of _____, 20____.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

Property Owner(s):

[Print Name]

[Print Name]

[Signature]

[Signature]

Witness:

[Signature]

[Print Name]

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____ and _____ by
means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022.

He / She is personally known to me _____ or has presented the following
_____ as identification.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission expires: _____

Commission Number: _____

IN WITNESS WHEREOF, the Parties hereto have made and execute this Agreement on the date first above written.

AGENCY:

WITNESSES:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body corporate
and politic of the State of Florida created
pursuant to Part III, Chapter 163

By: _____
Greg Chavarria, Executive Director

[Witness print or type name]

[Witness print or type name]

ATTEST:

APPROVED AS TO FORM:
D'Wayne Spence, Interim General Counsel

David R. Soloman,
CRA Secretary

Lynn Solomon,
Assistant General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online, this ____ day of _____, 2023, by GREG CHAVARRIA, Executive Director
of the Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of
the State of Florida created pursuant to Part III, Chapter 163.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Paint Color Selection Agreement

NOTE: Please pick a Main (Body) Color, Trim Color and Accent Color from the color swatch.

PROPERTY OWNER NAME (PRINT): _____

PROPERTY ADDRESS (PRINT): _____

MAIN (BODY) COLOR (PRINT): _____

TRIM COLOR (PRINT): _____

ACCENT COLOR (PRINT): _____

The undersigned property owner hereby agrees to the paint color selection described Above.
I understand that once the color selection is made, colors cannot be changed.

Property Owners Signature

Date

Landscaping Design Selection Agreement

Property Owner Name: _____
(Please print)

Property Address: _____
(Please print)

The undersigned property owner agrees to meet with the landscaper to discuss their individual design.

Property Owner's Signature

Date

Property Maintenance Agreement

Property Owner Name: _____
(Please print)

Property Address: _____
(Please print)

The undersigned property owner agrees to maintain the property improvements and landscaping.

Property Owner's Signature

Date



RESIDENTIAL FAÇADE AND LANDSCAPING APPLICATION CHECKLIST FOR HOMEOWNER

- ☐ Submit Completed Residential Façade and Landscaping Program Application.

AFTER RECEIPT OF APPROVAL LETTER

- ☐ Submit three detailed estimates from licensed and insured contractors for landscaping and/or painting. Contractor quotes must be separate, independent, and non-collusive. These estimates must include the contractors name, address, phone number, license number, description of work and cost associated with each item. **Please note chosen contractor.**
- ☐ Submit a signed contract for each chosen contractor. (The contract is the estimate signed by both the contractor and the homeowner agreeing to the scope of work)
- ☐ Submit a copy of the license and the certificate of liability insurance for each chosen contractor. (The Fort Lauderdale CRA, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311 must be listed as additional insured)
- ☐ Provide swatch/chips of selected paint colors.
- ☐ Submit the completed Notice of Commencement. (Included with Approval Letter)

** Once the above is received, CRA staff will set up an inspection of the home with the Contractor/s, CRA Project Manager, and Homeowner/s. After the inspection is complete, work can begin on the home. **

AFTER WORK IS COMPLETE AT THE HOME

- ☐ Contact CRA staff to arrange a final inspection when satisfied with the completed job.
- ☐ Submit final invoice(s).

AFTER RECEIPT OF PAYMENT CHECK

- ☐ Submit photocopy or picture of payment check.
- ☐ Submit paid receipts from contractor(s).



**THE CITY FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY
CENTRAL CITY AREA
RESIDENTIAL FACADE AND LANDSCAPING PROGRAM APPLICATION – INVESTMENT
PROPERTY OWNER**

INSTRUCTIONS: You must be the property owner to complete this application. Only one (1) application per household will be processed. For more information or to request assistance in completing this application, please contact the Fort Lauderdale Community Redevelopment Agency at (954) 828-6130 or 4776.

SUBMIT TO: The City of Fort Lauderdale Community Redevelopment Agency, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311.

NAME: _____

PROPERTY ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE): _____

HOME PHONE: (____)_____ CELL PHONE: (____)_____

E-MAIL ADDRESS: _____

TYPE OF IMPROVEMENT REQUESTED: Paint _____ Landscape _____

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APPLICANT'S SIGNATURE: _____ DATE: _____

PRINT NAME: _____

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

INVESTMENT PROPERTY OWNER

This Agreement is by and between, _____
(the "Owner(s)") of the property commonly identified as:

Folio No(s): _____

_____, _____

City/Town

Street (attach legal description if available) (referred to hereafter as the "Property")

And

Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency organized pursuant to Chapter 163, Part III of the Florida Statutes ("CCCRA").

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will make any disbursements, the Owner must provide adequate and sufficient documentation that it has procured a minimum of three (3) bids from qualified contractors. Contractor quotes must be separate, independent and non-collusive. Upon selecting one of the bids, Owner must provide a copy of the contract between the Owner and the Contractor, a copy of the contractor's license and proof of insurance and such other information as requested by the CCCRA. The CCCRA reserves the right to reject any contractor it deems unqualified in its sole discretion. Further, if a notice of commencement is required, the CCCRA must be listed on the Notice as an additional party to receive notice to owner. The CCCRA shall make one disbursement to the Owner when the work is completed and inspected by the CCCRA. Notwithstanding, the CCCRA reserves the right to issue a joint check payable to the Owner and the Contractor and to withhold payment to the Owner and issue a check directly to a subcontractor or lien or providing notice to owner to the CCCRA. In some instances, the CCCRA may require partial and/or final releases of liens in its sole discretion.

This right of entry and waiver of liability granted by the Owner(s) is a requirement in order to access the funds under the Residential and Landscaping Program (the "Program"), which was established by the Fort Lauderdale Community Redevelopment Agency Board of Commissioners. The purpose of the Program is to provide assistance to qualified home owners to landscape, paint the exterior of their homes and/or complete other improvements to the façade of their homes.

This right of entry and access to the Property is hereby granted by the Owner to the CCCRA and its contractors and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner agrees and warrants to hold harmless CCCRA, its officers, agents, employees or assigns for damage of any type, whatsoever, either to the above described Property or to any persons present thereon and hereby releases, discharges and waives and releases CCCRA from any action against CCCRA, its officers, agents, employees, or assigns from all liability to Owner(s), Owner(s)'s children, relatives, guests, representatives, assigns, or heirs, for defects in the work product, bodily injury, death or property damage that Owner(s) may suffer in connection with any activities on the Property, whether caused solely or partially by the CCCRA, its officers, agents, employees, or assigns.

I/we have read this Right of Entry and Liability Waiver Agreement, or it has been read to me/us, and I/we fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

After the improvements are completed, Owner agrees to maintain the improvements at his or her expenses. CCCRA shall have no obligation to maintain the improvements. Further, CCCRA shall have no liability for any defects in the quality of the work product.

Owner understands and acknowledges if it does not understand the legal consequence of signing this Agreement, it is encouraged to seek the advice and counsel of an attorney.

WHEREOF, the undersigned has caused this Right of Entry and Waiver of Liability Agreement to be executed on this ____ day of _____, 20__.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

Property Owner(s):

[Print Name]

[Print Name]

[Signature]

[Signature]

Witness:

[Signature]

[Print Name]

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____ and _____ by
means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022.

He / She is personally known to me _____ or has presented the following
_____ as identification.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission expires: _____

Commission Number: _____

IN WITNESS WHEREOF, the Parties hereto have made and execute this Agreement on the date first above written.

AGENCY:

WITNESSES:

**FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY**, a body corporate
and politic of the State of Florida created
pursuant to Part III, Chapter 163

By: _____
Greg Chavarria, Executive Director

[Witness print or type name]

[Witness print or type name]

ATTEST:

APPROVED AS TO FORM:
D'Wayne Spence, Interim General Counsel

David R. Soloman,
CRA Secretary

Lynn Solomon,
Assistant General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online, this ____ day of _____, 2023, by GREG CHAVARRIA, Executive Director
of the Fort Lauderdale Community Redevelopment Agency, a body corporate and politic of
the State of Florida created pursuant to Part III, Chapter 163.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Paint Color Selection Agreement

NOTE: Please pick a Main (Body) Color, Trim Color and Accent Color from the color swatch.

PROPERTY OWNER NAME (PRINT): _____

PROPERTY ADDRESS (PRINT): _____

MAIN (BODY) COLOR (PRINT): _____

TRIM COLOR (PRINT): _____

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(Please print)

Property Address: _____
(Please print)

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Property Owner's Signature

Date

Property Maintenance Agreement

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(Please print)

Property Address: _____
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Property Owner's Signature

Date



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AFTER RECEIPT OF APPROVAL LETTER

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- ☐ Submit a signed contract for each chosen contractor. (The contract is the estimate signed by both the contractor and the homeowner agreeing to the scope of work)
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- ☐ Submit final invoice(s).

AFTER RECEIPT OF PAYMENT CHECK

- ☐ Submit photocopy or picture of payment check.
- ☐ Submit paid receipts from contractor(s).