

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.

ELIGIBLITY 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 Facade and Landscape Program* please contact the Community Redevelopment Agency at 954-828-4776 or email CRA Planner, Cija Omengebar: comengebar@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 OWNER OF THE ADDRESS ABOVE AND NO OTHER PARTY' TO APPROVE THE IMPROVEMENTS. I FURTHER CERTIFY PROVIDED ABOVE IS TRUE AND CORRECT TO THE BEST OF	S SIGNATURE IS REQUIRED THAT THE INFORMATION
APPLICANT'S SIGNATURE:	DATE:
PRINT NAME:	

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RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

HOMESTEAD PROPERTY OWNER

This Agreement (the "Owner of the "Owner of the "Owner of the owner ow	nt is by and er(s)")	betwee of	en, the	property	commonly	identified	as:
Folio No(s).:					-		
Street (attach l	City/Tow egal descript		railable)	(referred to	hereafter as the	e "Property")	
	And						
		-	-		community red a Statutes ("CCC		gency
			RE	CITALS			
Whereas, the C Community Re			_	_	the appearance	e of the Centra	l City
	ay provide, a	it the di	_		mprovements fo A, up to \$5,000		
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the Property, the Property and a	ne Owner(s) waives liabi	thereof] lity agai	hereby រូ nst CCC	grants to CCC RA, its emplo	lowing activities RA a right of ent yees, agents and onduct one or m	try and access t d public official	to the
					th the selection in the	•	vner;
•					ed contractors its own choosin	-	

Revised 10/19/2022

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	
, by	nowledged before me thisday of, and by online notarization thisday of, 2022.
	e or has presented the following
(SEAL)	
	Notary Public, State of Florida
	Name of Notary Typed, Printed or Stamped
	My Commission expires:
	Commission Number:

IN WITNESS WHEREOF, the Partidate fist above written.	es hereto have made and execute this Agreement on the
date list 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	
□ online, this day of	knowledged before me by means of physical presence or 2023, by GREG CHAVARRIA, Executive Director ty Redevelopment Agency, a body corporate and politic or ant to Part III, Chapter 163.
Notary Public, State of Florida	
Name of Notary Typed, Printed or	r Stamped
Personally Known0	R 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 individual design.	to meet with the landscaper to discuss their
Property Owner's Signature	 Date

Property Maintenance Agreement

Property Owner Name:(Please print)	··
Property Address:(Please print)	
The undersigned property owner agre- landscaping.	es to maintain the property improvements and
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 <u>licensed and insured</u> contractors for landscaping and/or painting. Contractor quotes must be <u>separate</u> , <u>independent</u> , <u>and non-collusive</u> . 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 PHON	NE: ()
E-MAIL ADDRESS:	
TYPE OF IMPROVEMENT REQUESTED: Paint	Landscape
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APPLICANT'S SIGNATURE:	DATE:
PRINT NAME:	

Revised 10/19/2022

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

INVESTMENT PROPERTY OWNER

This A	greement is by and	l betwe	en,				
(the	"Owner(s)")	of	the	property	commonly	identified	as:
					-		
Folio l	No(s).:				_		
					_		
Street	City/Tov (attach legal descrip		vailable) (referred to	hereafter as the	e "Property")	
	And						
	auderdale Communi zed pursuant to Cha	-	_				gency
			R	ECITALS			
	eas, the CCCRA was cunity Redevelopmen		-	•	the appearanc	e of the Centra	l City
Area, v	eas, the CCCRA has crowhich may provide, we we we were to existing h	at the d			-		
				TERMS			
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	(1) painting of t (2) landscaping,					-	wner;
	· may select a cont atively, Owner may s						

Revised 10/19/2022

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.

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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	
	s acknowledged before me thisday of, and by or \Box online notarization thisday of, 2022.
means of □ physical presence	or \square online notarization thisday of, 2022.
	to me or has presented the following dentification.
(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 fist above written.				
date list 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				
□ online, this day of	knowledged before me by means of physical presence or 2023, by GREG CHAVARRIA, Executive Director ty Redevelopment Agency, a body corporate and politic or ant to Part III, Chapter 163.			
Notary Public, State of Florida				
Name of Notary Typed, Printed or	r Stamped			
Personally Known0	R 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 individual design.	to meet with the landscaper to discuss their
Property Owner's Signature	 Date

Property Maintenance Agreement

Property Owner Name:(Please print)	
Property Address:(Please print)	
The undersigned property owner agrelandscaping.	ees to maintain the property improvements and
Property Owner's Signature	 Date



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