



City of Fort Lauderdale Community Redevelopment Agency
Central City Area Incentive Program

NON-RESIDENTIAL INCENTIVE PROGRAMS

Goal: To encourage private participation in the undertaking the preservation, rehabilitation, and redevelopment of the Central City CRA consistent with the outlined community redevelopment program and strategies outlines in the Central City Redevelopment Plan.

CRA Funding is in the form of a 0% interest forgivable loan, forgiven after 5 year of project completion secured by a first mortgage or subordinate mortgage on the property. Projects receiving over 225,000 in CRA assistance will be secured by a forgivable loan forgiven after 7 to 10 years depending on the level of CRA funding. Other forms of security in lieu of a forgivable mortgage will be considered on a case by case basis.

Program Types:

- 1. NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)**
- 2. PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)**
- 3. STREETScape ENHANCEMENT PROGRAM (SEP)**
- 4. DEVELOPMENT INCENTIVE PROGRAM (DIP)**
- 5. PROPERTY TAX REIMBURSEMENT (PTR)**

Focus Areas of Non-residential Incentive Programs:

- Focus Area 1: NE 13th Street within CRA boundaries
- Focus Area 2: NE 4th Avenue within CRA boundaries
- Focus Area 3: Sunrise Boulevard within CRA boundaries

Funding Restrictions: Incentive funds may not be used to directly fund:

1. Socially benefiting programs; or
2. Inherently religious activities.*

**U.S. Department of Housing and Urban Development Notice CPD 04-10 will be used to evaluate applications from faith-based organizations.*

Administrative Approval: Means the CRA Executive Director is authorized to administratively approve awards.

Central City Redevelopment Advisory Board Review:

All applications will be reviewed by the Central City Redevelopment Advisory Board for compliance to the Community Redevelopment Plan and policies and procedures as specified by the Community Redevelopment Board of Commissioners.

1. NON-RESIDENTIAL FACADE IMPROVEMENT PROGRAM (NRFIP)

NRFIP Objective: To eliminate slum and blight, remove deterioration; update exteriors of existing buildings in a manner that improves conditions of non-residential areas.

NRFIP Eligible Projects:

1. Improvements to an existing building within the Central City CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

NRFIP Eligible Project Costs:

1. All costs associated with exterior improvements which include but are not limited to: entry doors, windows, lighting, shade canopy, sidewalks, signage, and parking facilities the further the objectives of this incentive.
2. Cost of restoration, rehabilitation or both of exterior building are eligible for consideration.
3. Costs of associated with design and permitting of exterior improvements, restoration, or rehabilitation such as architectural, engineering, permit and application fees.

NRFIP Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed \$125,000.

Focus Areas:

- 90% of the eligible project costs not to exceed \$125,000.
- 100% of the eligible project costs not to exceed \$75,000.
- Project costs that exceed the initial \$75,000 may be funded if the owner provides cash investment of 5% of the additional cost.

NRFIP Administrative Approval:

Not to exceed \$100,000, subject to an advisory board request for review.

NRFIP Funding Conditions:

- Applicants shall propose a performance measure that demonstrates how the project contributes to the elimination or prevention of slum and blight. Job creation or job retention is an example of a performance indicator that may be required to fulfill this requirement.
- The program award will have ongoing obligations or covenants, which includes but is not limited to a lien on the applicant's property.
- In the case of multiple structures on a single property, the CRA Board (and/or designee), at its sole discretion, may consider a forgivable loan application for each structure subject to the terms, conditions, and limits applicable to location of the subject property.
- There must be a documented selection process for the General Contractors selected for this project. The CRA recommends the use of General Contractors from its approved contractor list.
- A CRA or City approved contractor must be used for projects where 60% or more of the project costs are paid by the CRA.

2. PROPERTY AND BUSINESS IMPROVEMENT PROGRAM (PBIP)

PBIP Objectives: Eliminate slum and blight, remove deterioration, retrofitting and rehabilitation of structures to remove undesirable uses, improve the “energy efficiency” of existing buildings in the CRA, or renovations designed to bring the structure into compliance with the current building codes.

PBIP Eligible Projects:

1. Improvements to an existing building within the Central City CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction a new building within the Central City CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

PBIP Eligible Project Costs:

1. All costs associated with interior and exterior renovation of existing non-residential buildings including interior improvements, restoration, rehabilitation, and permanently attached fixtures or systems.
2. All costs associated with construction of a new non-residential building.
3. Architectural, engineering, permit fees, application fees, property taxes, tax liens, City liens and property insurance.
4. All costs specific to commercial kitchen improvements and permanently attached commercial-grade kitchen equipment or systems. The kitchen design or engineering, construction materials, and equipment or systems must comply with applicable industry standards, such as: Dairy and Food Industries Supply Association, Inc. (3-A), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), American Welding Society (AWS), Occupational Safety and Health Association (OSHA), American Society of Testing Materials (ASTM), American National Standards Institute (ANSI), Current Good Manufacturing Practices (cGMPs), and National Electrical Manufacturer’s Association (NEMA). The kitchen and its equipment will comply with all local health and safety requirements that apply to food produced for sale.

PBIP Award Guidelines:

CRA Area:

- 75% of the eligible costs not to exceed \$225,000.

Focus Areas:

- 90% of the eligible project costs not to exceed \$225,000.
- In the Focus Area, owner's equity investment for funding requests that do not exceed \$150,000, will be determined on a case-by-case review. The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits and equity investment requirements on a case-by-case basis.

Administrative Approval:

- Not to exceed \$100,000, subject to an advisory board request for review.

PBIP Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- The CRA's project contribution cannot exceed the documented contribution of the business/project owner.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which includes, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented selection process for the General Contractors selected for the applicants project. The City recommends the use of General Contractors from its approved contractor list.
- A CRA / City approved contractor must be used for projects where 60% or more of the costs are paid by the CRA. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. STREETScape ENHANCEMENT PROGRAM (SEP)

SEP Objective: To enhance the exterior public space beginning at the face of a building extending to the adjacent right-of-way (“streetscape”) with high quality urban and environmental design that creates a sense of place and eliminates slum and blight.

SEP Eligible Projects:

1. Streetscape improvements for an existing building within the Central City-CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Streetscape improvements associated with the construction of a new building within the Central City CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

SEP Eligible Project Costs: All costs associated with enhanced (features/finishes beyond mandatory City requirements) streetscape improvements constructed on or within the public right-of-way. The proposed improvements may include, but not be limited to, landscaped medians and plantings, street trees, benches, and streetlights as well as fences, yards, porches, and awnings and must comply with CRA design guidelines for the particular street on which the project is located, the Plan, the City of Fort Lauderdale Complete Street Guidelines, the CRA Implementation Plan, the Downtown Master Plan (as applicable), and the Fort Lauderdale Connectivity Master Plan. Design/engineering must be consistent with City, county and state requirements for roadway design/construction.

SEP Award Guidelines:

CRA Area:

- 70% of the eligible costs not to exceed \$500,000.
- The CRA Board (and/or designee), at its sole discretion, may consider increasing the funding limits on a case-by-case basis subject to a dollar for dollar match by the applicant

Focus Areas:

- 90% of the eligible project costs not to exceed \$500,000.

Administrative Approval:

- Not to exceed \$100,000, subject to an advisory board request for review.

SEP Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations / covenants, which includes, but is not limited to a lien on the applicant's property.
- Special Conditions: There must be a documented process for the General Contractors and sub-contractors selected for the project. The CRA / City encourage the use of contractors from its approved contractor list. Contractors on the City/CRA contractor list, must be invited to bid on all work solicited by the project owner/developer.

3. DEVELOPMENT INCENTIVE PROGRAM (DIP)

DIP Objectives: This program seeks to eliminate slum and blight by attracting new businesses to the CRA or existing businesses to expand within the CRA. DIP is a custom designed incentive to meet the appropriate needs of a specific development project in the CRA that represents an investment or total project cost that exceeds five (\$5,000,000) million dollars and creates a significant economic engine or destination project in the CRA.

DIP Eligible Properties:

1. Improvements to an existing building within the Central City CRA designed and used for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.
2. Construction a new building within the Central City CRA designed for:
 - a. Non-residential use, or
 - b. Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof as permitted by the Unified Land Development Regulations, City of Fort Lauderdale.

The proposed project must comply with the CRA Redevelopment Plan, urban design guidelines, applicable land use regulations, and current code requirements.

DIP Eligible Project Costs: All costs associated with the CRA desired redevelopment project (Project), including costs and fee's associated with acquisition, rehabilitation and fines. The proposed Project must comply with the Plan, CRA urban design guidelines, applicable land use regulations, and current code requirements, subject to review or approval by the City of Fort Lauderdale Planning Division, Code Compliance Division, and CRA staff.

DIP Award Guidelines:

- DIP award (with no minimum or maximum amount) will provide a forgivable loan or low interest loan to assist the eligible project. The CRA Staff will review the project and recommend a funding plan/strategy and amount to the CRA Advisory Board and CRA Board.
- This program will allow the CRA to use any of its incentive programs and options, including tax abatement, fee waivers, land donation and/or purchase, etc.
- In order to be eligible for the DIP, the business/property owner must invest at a minimum, a dollar-for-dollar match of the CRA investment within the project. The CRA's project contribution cannot exceed the documented contribution of the business/project owner

DIP Funding Conditions:

- Job Creation and Retention Requirements: Job creation and/or job retention or another approved performance indicator may be a requirement for assistance provided through this program.
- Terms and Obligations: The program award will have ongoing obligations/covenants, which may include, but is not limited to a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.

4. PROPERTY TAX REIMBURSEMENT (PTR)

PTR Goals: Eliminate slum and blight, remove deterioration, update existing buildings, and encourage new investment/development with an emphasis on enhancing the overall CRA, improving the quality of existing buildings within the CRA, and attracting new construction to the CRA.

PTR Eligible Project:

All properties used for non-residential, multifamily, or a Mixture of uses containing a combination of residential dwelling units with commercial retail sales, service, office uses or any combination thereof within Central City CRA that generate ad-valorem tax revenue which contribute to the tax increment funds deposited in the redevelopment trust fund for the Central City CRA .

Substantial capital improvements or new construction.

Substantial capital improvements means the cost of rehabilitation/renovation exceeds 50% of the current property value, as indicated by Broward County Property Appraiser or private appraisal.

PTR Eligible Project Costs: The benefits of this Program are not directly based on Project costs. Rather, the benefits of this Program are based on capital improvements on existing properties or the development cost of new buildings that result in a substantial increase of Ad Valorem Tax (Property Tax). The property owner will only be entitled to the incremental tax increase generated by project that would be returned to the CRA as tax increment revenue. The proposed Project must comply with the Plan, CRA urban design guidelines, and applicable land use regulations, subject to review/approval by the City of Fort Lauderdale Planning Division and CRA staff. All construction work must be performed by licensed contractors with required building permits and progress inspections.

PTR Award Guidelines:

PTR provides for the reimbursement of ad valorem property taxes paid. A PTR award will run for a maximum of five (5) years and the limits are as follows:

- . Year 1 – 95% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 2 – 90% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 3 – 85% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 4 – 80% of real property Ad Valorem taxes returned to the CRA as tax increment revenue
- . Year 5 – 75% of real property Ad Valorem taxes returned to the CRA as tax increment revenue

PTR Funding Conditions:

- Applicant: The property owner /developer (Owner) must be the applicant. A RFIG award will have ongoing obligations/covenants, which will be protected by a lien on the applicant's property.
- Special Conditions: Where possible, the developer will use best efforts to hire Fort Lauderdale contractors to work on approved projects. If a HCD/CRA approved contractor is awarded work, it will be for the portion of the project that is funded through the CRA.
- Program Terminates November , 2020



FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY CENTRAL CITY RESIDENTIAL ENHANCEMENT PROGRAM

PROGRAM OVERVIEW

The Residential Enhancement Program is designed to provide funding for the beautification and curb appeal of residential properties within the Central City Area. The program offers financial assistance to eligible property types, including detached single-family residences and select multi-family properties, for exterior home painting and front-yard landscape improvements.

Eligible enhancements may include:

- exterior painting
- Front-yard landscape improvements
- Installation or repair of sprinkler/irrigation systems
- Driveway repair or aesthetic upgrades
- Superficial fence repairs or enhancements visible from the street
- Front-of-property façade lighting affixed to the building
- Front yard tree trimming

These improvements help to enhance neighborhood appearance, promote community pride and encourage continued reinvestment in residential areas.

PROGRAM PRIORITIES AND FUNDING

The CRA will prioritize beautification projects for **homesteaded properties** including owner-occupied detached single-family residences and select owner-occupied multi-family residences that consist of two (2) to four (4) units. Eligible homesteaded and owner-occupied properties may receive financial assistance of up to 100% of eligible improvement costs, not to exceed \$10,000. **Investor-owned properties** or tenant-occupied properties may only receive 50% of eligible improvement cost, not to exceed \$5,000.

Returning applicants who previously received funding under the Residential Façade & Landscape (RFL) Program may reapply; however, funding is limited to a maximum of \$5,000 and may only be used for newly added eligible improvement items not previously funded.

This funding structure ensures that program resources primarily support residents who live within the community while still encouraging broader neighborhood reinvestment and appearance improvements.

To qualify for the Program, a property shall be in the residential core of the Central City Area not affected by the Rezoning Project. The legal property owner, as listed on the deed, must be the

applicant and is required to sign all program agreements. Tenants are not eligible to apply; however, they may encourage the property owner to submit an application. Only one (1) application per household will be accepted. Inspections are required throughout the project lifecycle, and payment will be issued only after completion of the approved improvements and final inspection by CRA staff. All program participants will be provided with a CRA yard sign, which must be displayed on the property for a minimum of 3 months.

Participation in the program is subject to availability of funds and is subject to change without notice. The application submission period will close 30 days after 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 are required to execute a Right of Entry and Liability Agreement with the CRA. Property owners are responsible for obtaining the required contractor estimate(s) for the proposed scope of work and submitting such documentation to the CRA. Property owners are also responsible for securing all required permits from the City, if applicable. Contractor estimates for the different types of work must be separate, independent, and non-collusive.

Property owners, at their own expense, are responsible for the proper care and ongoing maintenance of all improvements and will be held accountable for any issues arising after completion. Failure to maintain the improvements may result in ineligibility for future CRA programs and may subject the property owner and property to City code enforcement action.

FUNDING CONDITIONS

To participate in the program, property owners must meet the following requirements:

1. The property must be located within the Central City CRA Residential Core Area.
2. The property must not have any open code violations or liens resulting from code enforcement actions, nuisance abatement, or unpaid utility services, including water and gas.
3. The property shall have a source of water available from the front of the house.

ELIGIBILITY CONDITIONS

- 1) **Priority Project** – Homestead, owner-occupied detached single-family and multi-family consisting of two (2) to four (4) units that are eligible to receive up to 100 percent of eligible improvement cost, not to exceed \$10,000. may receive 100% of the improvement cost, not to exceed \$10,000.
 - a. Property must be an owner occupied.
 - b. The property owners must be registered as having a homestead exemption with the Broward County Property Appraiser.
- 2) **Secondary Projects** - Investor owned or tenant-occupied, detached single-family homes properties and multi-family properties that consist of two (2) to four (4) units. are eligible to receive up to 50% of eligible improvement costs, not to exceed \$5,000.
 - a. A maximum of two (2) investor-owned properties per owner. are allowed.
- 3) Any improvement cost exceeding the established funding limits shall be the responsibility of the property owner.

- 4) Award(s) are a one-time benefit per property, duplicate funding in future years is restricted.
- 5) Payments or Reimbursements will not be provided for any work done on properties prior to approving CRA approval.
- 6) The Executive Director or CRA Manager reserves the right to waive eligibility requirements to allow multi-family properties consisting of five (5) or more units, provided the property demonstrates a need for exterior painting or other eligible improvements are determined through CRA inspection.

NON-ELIGIBLE EXPENSES

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

- 1) Backyard landscaping improvement
- 2) Tree removal

Low maintenance landscaping is encouraged for areas that are susceptible to drought, or for properties where water conservation is indicated.

APPLICATION PROCESS

- 1) Submit a completed application. All applications must be signed by the property owner(s) and notarized.
- 2) CRA staff will review applications for completeness and may conduct a pre-work inspection as needed. Additional inspections shall be scheduled as needed.
- 3) Property owners will be notified by CRA staff regarding program approval status.
- 4) Upon approval, and prior to commencement of any work, property owners must submit the following:
 - (a) An executed Right of Entry and Liability Waiver Agreement
 - (b) One (1) contractor estimate for each type of improvement. Estimates must be from separate, independent and non-collusive contractors. While only one estimate per type of work is required, the CRA recommends obtaining multiple quotes to ensure fair pricing. Each estimate must include the contractor's name, address, license number, a detailed scope of work, and itemized costs, along with a copy of the contractor's certificate of insurance;
 - (c) a copy of the executed contract between the property owner and the selected contractor; and the contractor and property owner; and
 - (d) a Notice of Commencement form.
- 5) Upon completion of the approved improvements, the property owner must contact the CRA staff to schedule a final inspection. Prior to inspection, the owner must submit final, itemized contractor invoice(s) and proof of City permit closure and final inspection approval, where applicable.
- 6) The CRA will pay and/or reimburse up to 100% of the total eligible/approved improvement costs, not to exceed \$10,000 for homestead or owner-occupied properties.
- 7) The CRA will pay and/or reimburse up to 50% of the total eligible/approved improvement costs, not to exceed \$5,000, for investor-owned or tenant occupied properties, and returning applicants who participated in the previous Residential Façade and Landscape Program.

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

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

For more information, please Contact CRA Planner, Cija Omengebar
(954) 828-4776 | comengebar@fortlauderdale.gov



The City of Fort Lauderdale Community Redevelopment Agency
Central City
Residential Enhancement Program
Application & Agreement

The City of Fort Lauderdale Community Redevelopment Agency
914 Sistrunk Boulevard, Suite 200
Fort Lauderdale, FL 33311
(954) 828-6130

Residential Enhancement Program

Application Form

Applicant Information

Name(s): _____

Property Address: _____

Select:	<input type="checkbox"/> A. HOMESTEAD	<input type="checkbox"/> B. INVESTMENT PROPERTY	<input type="checkbox"/> C. RETURNING
	<input type="checkbox"/> I) DETACHED SINGLE FAMILY HOME; OR	<input type="checkbox"/> I) DETACHED SINGLE FAMILY HOME; OR	APPLICANT,
	<input type="checkbox"/> II) MULTI-FAMILY (2) TO (4) UNITS	<input type="checkbox"/> II) MULTI-FAMILY (2) TO (4) UNITS	RECEIVED
	• SPECIFY: _____	• SPECIFY: _____	PRIOR RFLP
			FUNDING

Mailing Address (if different): _____

Home Phone: (____) _____ Cell Phone: (____) _____

E-Mail Address: _____

Type of Improvement Requested (check all that apply):

- Exterior painting
- Front-of-yard Landscape improvements
- Installation or repair of sprinkler/irrigation systems
- Exterior Lighting – affixed to the property
- Superficial Fence repair or enhancement visible from the street
- Driveway repair or aesthetic upgrades
- Front yard tree trimming

Certification

I hereby certify that I am the 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 is true and correct to the best of my knowledge.

Applicant's Signature: _____ Date: _____

Print Name: _____

Co-Owner's Signature (if applicable): _____ Date: _____

Print Name: _____

RIGHT OF ENTRY AND LIABILITY WAIVER AGREEMENT

This Agreement is entered into by and between:

Owner(s) _____
Property Address _____
City/Town _____
Folio No(s) _____
Legal Description (attach if available) _____

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 improve the appearance of the Central City Community Redevelopment Area (“CCCRA Area”); and whereas, the CCCRA has created a program for exterior improvements for Owner(s) in the CRA Area, which may provide, at the discretion of the CCCRA,

- A) up to Ten Thousand Dollars \$10,000 for certain exterior improvements of **homestead/owner-occupied**, detached single-family homes, and homestead multi-family properties containing (2) to (4) units; or
- B) up to Five Thousand Dollars \$5,000 for certain exterior improvements of **investment properties** which include detached single-family homes and multi-family properties containing (2) to (4) units.
- C) up to Five Thousand Dollars \$5,000 for certain exterior improvements of **properties owned by returning applicants** who previously participated in the Residential Façade and Landscape Program.

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 perform only those improvements specifically selected by the Owner in the “Type of Improvement Requested” section of this Agreement (the “Work”). For purposes of this Agreement, the term “Work” shall mean only those improvements expressly selected by the Owner(s) and approved by the CCCRA.

- _____ Painting of the exterior, in accordance with the selection made by the Owner(s)
- _____ Landscaping, in accordance with the selections made by the Owner(s)
- _____ Installation or repair of sprinkler/irrigation system in accordance with the selections made by the owner(s)
- _____ Exterior lighting, in accordance with the selections made by the Owner(s)
- _____ Driveway repairs, in accordance with the selections made by the Owner(s)
- _____ Fence repairs and/or installation, in accordance with the selections made by the Owner(s)
- _____ Front yard tree trimming, in accordance with the selections made by the Owner(s)

Contractor Selection and Documentation

The Owner(s) may select a qualified Contractor(s) of its own choosing to perform the Work. Prior to any disbursement by the CCCRA, the Owner(s) must provide adequate and sufficient documentation that they have obtained a least one (1) estimate from a qualified Contractors for each type of Work. The Owner(s) shall submit a signed estimate between the Owner(s) and the Contractor(s), along with a copy of the Contractor(s) license, and proof of insurance, and such other information as requested by the CCCRA. CCCRA reserves the right to reject any Contractor(s) it deems unqualified in its sole discretion.

Compliance and Permitting

The selected Contractor(s) shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the performance of the Work, as defined in this Agreement. The selected Contractor(s) shall be responsible for securing all necessary permits and approvals required to perform the Work and shall provide proof of permit issuance to the CCCRA and the Owner(s) prior to commencement. All associated permit fees shall be the responsibility of the Owner, unless otherwise approved in writing by the CCCRA.

Disbursements and Payment Procedures

A Notice of Commencement is required and the CCCRA must be listed on the Notice as an additional party to receive notice to Owner(s). The CCCRA may, at its sole discretion, make one or more disbursements, including advance, partial, and final payments, provided that all required documentation has been submitted and verified. Notwithstanding the foregoing, the CCCRA reserves the right to issue a joint check payable to the Owner(s) and the Contractor(s) and to withhold payment to the Owner(s) and issue a check directly to a subcontractor or lienor 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.

Proof of Permits as Condition of Payment

As a condition precedent to the disbursement of any payment under this Agreement: for any advance or partial payments, the Owner(s) and/or their Selected Contractor(s) shall provide the CCCRA with satisfactory proof that all applicable permits required by the Department

of Sustainable Development (DSD) have been duly obtained. For the final payment, the Owner(s) and/or their selected Contractor(s) shall provide the CCCRA with satisfactory proof that all required permits related to the Work have been successfully closed out, including evidence of final inspection approval and permit closure by the City's inspectors. CCCRA have no obligation to authorize or release any payment until the applicable documentation is received and verified.

Advance Payment for Permits and Related Expenses

The CCCRA may, at its sole discretion, authorize an advance payment of up to thirty percent (30%) of the approved project amount to cover permit fees and related upfront expenses. To qualify for such advance, the Owner(s) and/or their selected Contractor(s) must provide supporting documentation, including but not limited to: invoices or receipts from DSD; proof of material purchase costs directly related to the approved scope of work; a copy of a signed estimate between the Owner(s) and the selected Contractor(s); and any other documentation reasonably required by the CCCRA to verify the expense. Any advance payment issued under this section shall be deducted from the CCCRA's final funding disbursement.

- In no event shall the CCCRA's total contribution exceed the maximum program award of Ten Thousand Dollars (\$10,000) for homestead properties or
- \$5,000 for investment owned properties or
- \$5,000 for returning applicants who received funding under the Residential Façade and Landscape Program.

The Owner(s) shall remain solely responsible for all costs exceeding the maximum award.

Funding Limitations

The maximum funding assistance available under this Agreement is Ten Thousand Dollars (\$10,000) for homestead/owner occupied properties. Whereas, the maximum funding assistance available under this Agreement is Five Thousand Dollars (\$5,000) for investment owned/tenant occupied properties and returning applicants who previously received funding under the Residential Façade and Landscape Program. If the total cost of improvements exceeds this amount, the Owner(s) shall be solely responsible for all additional costs. The CCCRA will disburse its contribution only after completion of the approved improvements and verification by CCCRA staff, in accordance with the disbursement procedures set forth in this Agreement. Any advance payment authorized pursuant to the *Advance Payment for Permits and Related Expenses* section shall be applied toward, and not in addition to the applicable maximum program award.

Residency/Occupancy Requirement

The Owner(s) represents and warrants that, at the time of application, the Property is a detached single-family residence that is either (i) occupied by the Owner(s) as their primary residence, or (ii) occupied by a tenant pursuant to a valid lease agreement. The Owner(s) further agrees to maintain the Property as either owner-occupied or tenant-occupied for a minimum period of five (5) years following completion of the improvements. At the sole discretion of the CRA Executive Director or CRA Manager, properties consisting of five or more residential units may also be considered for participation. If the Property is sold, transferred, or left vacant during this period, the Owner(s) may be required to repay a portion of the funds on a graduated basis. Specifically, if the sale, transfer, or vacancy occurs within one (1) year of completion, one hundred percent

(100%) of the funds may be subject to repayment; within two (2) years, eighty percent (80%); within three (3) years, sixty percent (60%); within four (4) years, forty percent (40%); and within five (5) years, twenty percent (20%). After five (5) years from the completion of the improvements, no repayment shall be required. Repayment obligations shall be at the sole discretion of the CCCRA.

Homeowners' Association (HOA Approvals)

The Owner(s) acknowledges and agrees that, for properties located within deed-restricted communities or otherwise subject to the authority of a homeowners' association, condominium association, cooperative association, or any similar governing board or architectural review committee (collectively, "HOA"), the Owner(s) shall be solely responsible for obtaining all required approvals, consents, or authorizations from the applicable HOA prior to the commencement of any Work. The Owner(s) shall provide the CCCRA with written confirmation of such approvals as a condition precedent to the disbursement of any funds under this Agreement. The CCCRA shall have no obligation to obtain HOA approval on behalf of the Owner(s) and shall not be liable for any denial of approval, enforcement action, lien, or other remedy pursued by the HOA in connection with the Work.

This right of entry and waiver of liability granted by the Owner(s) is a requirement to access the funds under the Residential Enhancement 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 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(s) to the CCCRA and its Contractors(s) and their subcontractors thereof, employees, and authorized agents, for the purpose of accomplishing the above purpose. The Owner(s) 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(s) agrees to maintain the improvements at his or her own expense. CCCRA shall have no obligation to maintain the improvements. Further, CCCRA shall have no liability for any defects in the quality of the product.

Owner(s) understands and acknowledges if he or she does not understand the legal consequence of signing this Agreement, he or she 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]

WITNESSES:

[Witness signature]

[Witness type or print name]

[Witness signature]

[Witness type or print name]

ATTEST:

David R. Soloman,
CRA Secretary

AGENCY:

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

By:

Rickelle Williams, Executive Director

Approved as to form and correctness:
Shari L. McCartney, General Counsel

By: _____
Lynn Solomon, Assistant General Counsel

Improvement Selection Agreement

Owner(s) Name (Print): _____

Property Address (Print): _____

The undersigned Owner(s) agrees to meet with the selected Contractor(s) to review and confirm the proposed design, layout, and/or placement for the improvements selected below. The Owner(s) understands that once a selection is made and approved, no changes may be made without prior written approval from the CCCRA.

Select the Improvements Being Requested (check all that apply):

Exterior Paint:

- Body Color: _____

- Trim Color: _____

- Accent Color: _____

Front-of-yard Landscape improvements

- Meet with landscaping contractor to review and confirm design.

Sprinkler/Irrigation system Installation or Repair

- Meet with sprinkler contractor to review and confirm layout/placement.

Superficial Fencing repair or enhancement visible from the street

- Meet with fence contractor to review and confirm layout/placement.

Exterior Lighting affixed to the property

- Meet with lighting contractor to review and confirm placement/design.

Driveway Repair or aesthetic upgrades

- Meet with driveway contractor to review and confirm design.

Front of yard tree trimming

- Meet with driveway contractor to review and confirm design.

Acknowledgment

The undersigned Owner(s) confirms that the improvements selected above will be reviewed and agreed upon with the appropriate Contractor(s).

Signature: _____ Date: _____

Signature: _____ Date: _____

Property Maintenance Agreement

The undersigned Owner(s) agrees to maintain all improvements and landscaping completed under the Residential Enhancement Program in good condition and at their own expense. The CCCRA shall have no responsibility for maintenance or repair once improvements are complete.

Signature: _____ Date: _____

Signature: _____ Date: _____

RESIDENTIAL ENHANCEMENT PROGRAM OWNER APPLICATION CHECKLIST

Step 1: Application

- Submit completed Residential Enhancement Program Application and Agreement

**A preliminary site inspection is required as part of the application process.*

Step 2: After Receipt of Approval Letter

- Submit one (1) detailed estimate from licensed and insured contractor(s) for each type of selected improvements (**Clearly indicate the chosen contractor(s)**)

- Each estimate must include:
 - Contractor(s) name, address, phone number, and license number
 - Detailed description of work to be performed
 - Itemized costs for each improvement

- Submit a signed estimate with the selected contractor(s)

- Submit a copy of the selected contractor(s) license and certificate of liability insurance

- Submit the completed Notice of Commencement (provided with approval letter)

- *The Fort Lauderdale CRA, 914 Sistrunk Boulevard, Suite 200, Fort Lauderdale, FL 33311 must be listed as "Additional Insured"*

- Pre-inspection with the contractor(s), CRA Project Manager, and owner(s)

- The provided estimate will be signed by both the owner(s) and the contractor at the time of the inspection. This signed estimate will serve as the final scope of work.

- Submit permits (when applicable)

- Notice to start work provided by CRA

Step 3: After Work is Completed

- Contact CRA staff to arrange a final inspection once you are satisfied with the completed job

- Submit final invoice(s) from contractor(s)

- Submit final inspection approval and permit closure from the City of Fort Lauderdale Development Services Department

- Install CRA yard sign on the property for a minimum of 3 months.

Step 4: After Receipt of Payment Check

- Submit photocopy or picture of the payment check

- Submit paid receipts from contractor(s)