



**The City of Fort Lauderdale Community Redevelopment Agency
Northwest - Progresso - Flagler Heights
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

Homeowner Application Form

Applicant Information

Name(s): _____

Property Address: _____

Mailing Address (if different): _____

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

E-Mail Address: _____

Type of Improvement Requested (check all that apply):

- Painting
- Landscaping
- Exterior Lighting
- Driveway Repair/Installation
- Fencing Repair/Installation

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 (“NPF CRA”).

RECITALS

Whereas, the NPF CRA was created in part to improve the appearance of the Northwest-Progresso-Flagler Heights Community Redevelopment Area (“CRA Area”); and whereas, the NPF CRA has created a program for exterior improvements for Owner(s) in the CRA Area, which may provide, at the discretion of the NPF CRA, up to \$10,000 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 NPF CRA a right of entry and access to the Property and a waives liability against NPF CRA, 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 NPF CRA.

- _____ 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)
- _____ Exterior lighting, in accordance with the selections made by the Owner(s)
- _____ Driveway repairs and/or installation, 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)

Contractor Selection and Documentation

The Owner(s) may select a qualified Contractor(s) of its own choosing to perform the Work. Before the NPFCRA will make any disbursements, the Owner(s) must provide adequate and sufficient documentation that it has procured a minimum of two (2) estimates from qualified Contractors for the Work, and upon selecting one of the estimates, Owner(s) must provide a copy of a signed estimate between the Owner(s) and the Contractor(s), a copy of the Contractor(s) license and proof of insurance and such other information as requested by the NPFCRA. NPFCRA 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 NPFCRA 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 NPFCRA.

Disbursements and Payment Procedures

A Notice of Commencement is required and the NPFCRA must be listed on the Notice as an additional party to receive notice to Owner(s). The NPFCRA 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 NPFCRA 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 NPFCRA. In some instances, the NPFCRA 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 NPFCRA 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 NPFCRA 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. NPFCRA 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 NPFCRA 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 NPFCRA to verify the expense. Any advance payment issued under this section shall be deducted from the NPFCRA's final funding disbursement. In no event shall the NPFCRA's total contribution exceed the maximum program award of Ten Thousand Dollars (\$10,000). 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). If the total cost of improvements exceeds this amount, the Owner(s) shall be solely responsible for all additional costs. The NPFCRA will disburse its contribution only after completion of the approved improvements and verification by NPFCRA 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 Ten Thousand Dollar (\$10,000) maximum program award.

Residency/Occupancy Requirement

The Owner(s) represents and warrants that, at the time of application, the Property is a 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 two-to-four (2-4) residential units may also be considered for participation; however, the Owner(s) must reside in one of the units as their primary residence. 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 NPFCRA.

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 NPFCRA with written confirmation of such approvals as a condition precedent to the disbursement of any funds under this Agreement. The NPFCRA 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 NPFCRA 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 NPFCRA, 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 NPFCRA from any action against NPFCRA, 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 NPFCRA, 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. NPFCRA shall have no obligation to maintain the improvements. Further, NPFCRA 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
City Attorney / General Counsel

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 NPFCRA.

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

Painting

- Body Color: _____

- Trim Color: _____

- Accent Color: _____

Landscaping

- Meet with landscaping contractor to review and confirm design.

Fencing (Installation or Repair)

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

Exterior Lighting

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

Driveway Repair/Installation

- 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 NPFCRA 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

Step 2: After Receipt of Approval Letter

- Submit two (2) detailed estimates from licensed and insured contractor(s) for 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

Step 4: After Receipt of Payment Check

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